Abell,	Edward Alexander	ate	John Combs Abell		195
Abell,	John Combs	—	In the matter of sale of infants real estate, left by wife by		1871 N.E.
Abell,	Louise N. and Jay	dd ate	Benedict P. and Mary G. Lane	3 50	1896 N.E.

B

Bean	Edward	ats	Thomas W. Bean et al.	113	1844 N.
Bean	John Louis	—	In the matter of the sale and partition of real estate of —	113	1844 N.C.
Brown	Geraldine C. & Marvin	ats	Blanche C. Adrian et. al.	209	1836 N.C.
Bros.	Edelen et al.	"	Benedict P. and Mary G. Lowe	350	1869 N.C.
Bohanan	Ernest and Bertha T.		In the matter of the sale of the real estate of	384	1877 N.C.
Bank	First National of Ft. M. Md.	"	Cora Clarke et al.	440	1906 N.C.
Brazley	Orel	ats	The Upper Ashburton Realty Company, a body corporate, and J. Brooke McClelland	462	1903 N.C.
Brookhank	Laura J. and Joseph Jr.	ats	Sadie M. Penn et al.	476	1900 N.C.
Beyer	Josephine and Norman et al	"	Sadie M. Penn et al	476	1900 N.C.

B

C

Clark,	G. Golden et ux. Roland, Carlson, Oliver et al.	ats.	Blanche C. Adrian et al	209	183 N.E.
Company	County Trust et al.	"	Blanche C. Adrian et al	209	183 N.E.
Clark	Magruder C.	—	In the matter of the partition of the real estate of	"	" "
Company	The Eastern Shore Trust et al.	ats	R. Bruce & Lucy A. L. Tyler	303	1211 N.E.
Company	Implement et al	"	Benedict B. and May G. Lone	388	1869 N.E.
Carpenter	J. Walter et al	"	~~George~~ E. Mattingly et al	417	709 N.E.
Clarke	Richard Bernadette Harold et al	"	Cora Clarke et al	440	1906 N.E.
Clarke	Bernard	—	In the matter of the partition of infants' interest in real estate of	440	1906 N.E.
Company	County Trust of Md. et al	ats	Cora Clarke et al	440	1906 N.E.

C

D

Harris	Geo. W.	—	In the matter of the partition of the real estate of	67	185-2 N.
Hruby	Jos. B. Co. Treas. et al	ats	Mary Eva Mudginski	82	1846 N.E.
Hunkler	Warren R. et al Joseph D.	ats	John B. Brisbe	277	187- N.
Hawson	Ethel and Frank et al	ats	Sadie M. Penn et al.	476	1900 N.E.

D

E

E

Fowler,	Charlotte B. et al.	ats	John B. Bricar	277	1875 N.C.
Fuller,	Lillian M. and Donald et al	"	Benedict B. & Mary G. Lane	350	1869 N.C.

F

F

				Page	No. 1928
Green	Frank M.	—	In the matter of the mortgaged premises of	15	
Goade	{Alice Marie and Frederick Maupins	ats	Ida Ralph Goade et al.	235	1846
Goade	Wilson B	—	In the matter of the partition of the real estate of deceased	235	1846
Graves	Emma				
Graves	Emma	—	In the matter of the partition of the real estate of deceased	330	1869
Guy	{John E.; Blanche L., Claude E. et al.	ats	Benedict B. and May L. Guy	"	"

G

G

Herbert	Ruth Ellen & John Allen	ats	M. Naomi Yates et al	Page 28	Ho 184 [illegible]
Hewett	Regina & Herman Jr.	"	Thomas W. Bean et. al.	113	1844 N.C.
Henderson	Mazie Clark & William et.al.	"	Blanche C. Adrian et al	209	1836 N.C.
Hammett	Elizabeth H. & Spencer et.al	"	Benedict B. & Mary G. Love	380	1849 N.C.

H

H

I

J

J

King.	Francis b. et ux	ats	George E. Mattingly et ux	417	407	N.E.

K

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L

L

Midzinski	Wm. & Jos. M. et al	ats	Mary E. Midzinski	82	1846	N.E.
Miller	Florence Garner Wilkins	—	In the matter of the Trust Estate	163	1819	N.E.
Morgan	Joseph Archie	ats	William Hayden Morgan et. al	256	1874	N.E.
Morgan	William Hanglar	—	In the matter of the sale of			
Mattingly	{ Ignatius E.;		real estate of	256	1874	N.E.
	{ Susan B.; et al	ats	Geo. E. Mattingly et al	417	709	N.E.
Mattingly	George A.	—	In the matter of partition of the real estate of deceased	417	709	N.E.
Millard	Lucy and Orville et al	ats	Sadie M. Penn et al	476	1900	N.E.

M

M

Mc Kay	Benjamin L. et al.	ats	John B. Biscoe	277	187 s-11 E

Mc

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Harris	James J. et al.	to	Benedict B. and May G. Lone	2 s-o	1894

N

N

Ober & Rowe et al	ats	Benedict B. and May L. Lowe	250	16694 N.C.

Parish	Vestry of St. Paul's of Caldwell County et al	ats	D. Bruce & Lucy A. R. Tyler	363	2/11/12
Penn	Robert T. and Elizabeth, T. Hannon and Rebecca et al	ats	Katie M. Penn et al	476	1/10/12
Penn	J. Lindsey	—	In the matter of the partition of the real estate of-	476	1/10/12

P

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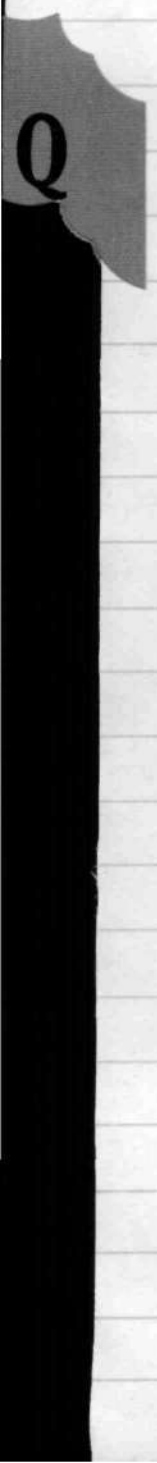
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Russell	J. Wilmer	—	For the repetting of Tax Sale Deed of —	82	1846 N.E.
Redmond	Benjamin, Benjamin, Jr., ~~and~~ James, Evelyn, Paul, Bead, Annie and Edward.	uts	Thomas W. Bean et. al.	113	1844 N.E.
Redman	John B.	—	In the matter of the sale of the mortgaged premises of —	402	1894 N.E.
Rame	Carrie, Carlisle, Catherine and Thomas ~~et~~ William and Maria et al	ats	Sadie M. Penn et al	476	1900 N.E.

R

Smith,	Mary E. et. al	ats	Joshua Horner, Jr., and Cg.	336	496 N.E.
Smith,	Logan O.	—	In the matter of sale of part or as much as necessary to satisfy debts	236	496 N.E.

S

S

Thompson.	Mrs. Sarah Wood et.vir.	ats	Mrs. Mary E. Wood Thompson et.al.	67	1853 N.E.
Tyler.	{Alice, Clinton L. and Laura, Alice B., et.al.	ats	H. Bruce & Lucy A. P. Tyler	303	1211 N.E.
Tyler.	Allen C.	—	{In the matter of the partition of the real estate of J.	303	1211 N.E.

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Wiley Willie A.		—	In the matter of the sale of mortgaged premises of	1	1820 N.E.
Wakeman	{Sally L. and Paul W.	—	In the matter of the sale of the mortgaged premises of	52	1851 N.E.
Wadsburn	{Keating, Walter T.; Cladie; Richard; Beatrice et al	ats	Benedict B. & Mary L. Lowe	350	1869 N.E.
Williams		—	In the matter of the sale of the mortgaged premises of -	427	1904 N.E.

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In the matter of the sale of the mortgaged premises of Willie L. Wiley, by John W. T. Briscoe, Attorney named in the mortgage.

In the Circuit Court for Saint Marys County, Maryland. in Equity, No. 1820 N. E.

Order To Docket Suit, File Mortgage, etc.

Joseph M. Mattingly, Clerk of the Circuit Court for Saint Marys County, Maryland.

Mr. Clerk:-

Please docket the above entitled case, file mortgage and statement of mortgage debt, and fix penalty in Bond to be given by Attorney before sale.

John W. T. Briscoe
Solicitor and Attorney named in the mortgage.

Filed July 29, 1937.

Statement Of Mortgage Debt.

To amount of principal due under mortgage from Willie L. Wiley to Lillian Priester, dated March 27th., 1918, and recorded in Liber E. B. H. No. 17, Folio 90. one of the Land Records of Saint Marys County, Maryland, $260.00

To amount of interest on same to July 29th, 1937. 12.51

$272.51

Filed July 29, 1937.

Mortgage.

This Mortgage, Made this Twenty-seventh day of March in the year one thousand nine hundred and Eighteen, by Willie L. Wiley, Widower, of Saint Marys County, State of Maryland.

Whereas, the aforesaid Willie L. Wiley is justly indebted unto Lillian Priester, of Paducah, Kentucky, in the full sum of Two Hundred and sixty five Dollars & five cents, with interest thereon at the rate of six per cent per annum, payable annually, said principal sum to be paid at the expiration of ten years from the date of these presents, to better secure the payment of which principal sum, with interest thereon, as aforesaid, these presents are executed.

Now, this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Willie L. Wiley does grant unto the said Lillian Priester, her heirs and assigns, in fee simple, all that piece or parcel of ground situate, lying and being near the Patuxent River, in the Eighth Election District of St. Marys County, State of Maryland, containing one hundred acres of land, more or less, the same being the land conveyed to Fedrick J. Wiley, by deed

dated November 15th, 1893, and duly recorded in Liber J. J. G. No. 1, folio 378, one of the land records of said Saint Mary's County, and devised to the aforesaid Willie L. Wiley by the last will and testament of the aforesaid Frederick J. Wiley, duly probated in the Orphans' Court for Saint Mary's County and recorded in Liber P. N. W. No. 1, Folio 32-4 one of the Wills Records of said County, said tract or parcel of land being called and known by the name of "Pt. Richard's Manor."

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

To Have and to Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Lillian Priester, her heirs and assigns forever.

Provided, that if the said Willie L. Wiley, her heirs, executors, administrators ~~and~~ assigns, shall pay or cause to be paid the aforesaid sum of Two Hundred ~~Dollars and five~~ and fifty five Dollars and five cents, with interest thereon, when same is due and demandable, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that until default be made in the premises, the party of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said Willie L. Wiley for herself and for her heirs, executors, administrators and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon, to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable: and it shall be lawful for the said Lillian Priester her heirs and assigns or John W. P. Briscoe, her or their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns and which sale shall be made in

manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Saint Marys County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling: and in the event of a sale of said property under the powers hereby granted, they proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, overdue and paid by the Mortgagee or holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Saint Marys County, sitting in equity; secondly, to the payment of all claims of the said mortgagee, her personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagee, her personal representatives or assigns, as to whom may be entitled to the same.

And it is Further Agreed, that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured, and remaining unpaid, expenses of advertisement, and other legal costs.

And the said Willie L. Wiley, for herself and for her heirs, executors, administrators and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Two Hundred Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to inure to the benefit of the said Lillian Priester, personal representatives and assigns to the extent of his, her or their lien or claim hereunder.

Witness the hand and seal of the said Mortgagor:

Test:
Harry E. Graves.

Willie L. Wiley (Seal)

State of Maryland, County of Saint Marys, ss:

I hereby Certify that on this 27th. day of March, in the year of our Lord one thousand nine hundred and Eighteen, before the subscriber, a Justice of the Peace of the said State of Maryland, in and for the County aforesaid, personally appeared Willie L. Wiley, the

1920 M.C.

Mortgagor in the aforegoing mortgage, and acknowledged the foregoing Mortgage to be her act.

Witness my hand.

Harry E. Graves

Kentucky, Mc Cracken ss:

I Hereby Certify that on this 27th day of March in the year one thousand nine hundred and Eighteen before the subscriber, a Notary Public of the State of Kentucky in and for aforesaid, personally appeared Lillian Priester, the Mortgagee in the aforegoing Mortgage, and made oath in due form of law, that the Consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

E Estelle Lackey (N.P.)
My commission (Real)
expires January 16, 1921.

Mrs. Lillian Priester

Received for Record on the 4" day of April A. D. 1918 at 12-30 o'clock P. M. and recorded in Liber No. 17 at folio 90 &c one of the Land Records for Reddg. $3.75-Paid.

Enoch B. Whell, Clerk.

Filed July 29, 1937.

Order prescribing penalty in Bond.

Whereas under and by virtue of a mortgage from Willie L. Wiley to Lillian Priester, recorded in Liber E. H. H. No. 17, Folio No. 90, one of the Land Records of St. Marys County, Maryland, the mortgagee, her assigns or attorney was empowered to sell the property therein described, and mentioned and

Whereas the said John K. T. Briscoe, attorney named in said mortgage, has expressed his intention to foreclose said mortgage the contingency for the sale of same having occured, and has requested the undersigned, the Clerk of the Circuit Court for St. Marys County, Maryland, to prescribe the penalty in the Bond, under and by virtue of an Act of the Assembly in such case made and provided; in conformity therewith I do, therefore, prescribe the penalty in the said bond shall be One Thousand Dollars.

Jos. M. Mattingly
Clerk.

Filed Aug. 21, 1937.

Bond of Attorney

Know All Men By These Presents, That We, John H. T. Briscoe, Attorney named in the Mortgage, as Principal, and American Bonding Company Of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full sum of One Thousand Dollars ($1,000.00) to be paid to the said State or its certain Attorney; to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this Twentieth day of August in the year Nineteen Hundred and Thirty-seven.

Whereas the above bounden John H. T. Briscoe, by virtue of the power of sale contained in a mortgage from Willie L. Wiley to Lillian Priester, dated March 27th, 1915 and recorded in Liber E. B. G. No. 17, folio 90 et seq., one of the Land Records of St. Mary's County, Maryland, was given power to sell in case of default, and default having occured said Attorney named in the Mortgage has caused suit to be docketed entitled "In the matter of the sale of the mortgaged premises of Willie L. Wiley, Mortgagor, by John H. T. Briscoe, Attorney named in the Mortgage," being No. 1820 New Equity in the Circuit Court for St. Mary's County, Maryland.

Now The Condition Of The Above Obligation Is Such that if the above bounden John H. T. Briscoe, Attorney named in the Mortgage aforesaid, do and shall well and faithfully perform the trusts reposed in him by said Mortgage, or that may be reposed in him by any Order or Decree in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Test as to Principal
and Surety.
Violet M. Mattingly.

John H. T. Briscoe (Seal)
Attorney named in Mortgage.

(Corp.)
(Seal)

American Bonding Company
of Baltimore
By Louis F. Uhell
Attorney-in-Fact.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 82.

Within Bond, with Surety thereby approved this 21st Day of August, 1937 at 9:25 o'clock A. M.

Jas. M. Mattingly,
Clerk.

6 1820 M.E.

Filed Aug. 21, 1937.

Report of Sale of Real Estate

To the Honorable the Judges of the said Court:

The Report of John M.P. Briscoe, attorney named in the mortgage in the above entitled case, respectfully reports:

That under and by virtue of the power of sale contained in the mortgage from Willie P. Wiley to Lillian Priester, dated March 27 1918 and recorded in Liber E. B. H. No. 17, Folio 90, one of the Land Records of Saint Mary's County, Maryland, default having occured under said mortgage, the said John M.P. Briscoe, attorney named in said mortgage as aforesaid, after having given bond with approved security as required by law, which was duly approved, and after having complied with all the prequisites as required by law and by said mortgage, did, after twenty days public notice in the Saint Mary's Beacon, a newspaper published in Saint Mary's County, Maryland, pursuant to said notice, on Saturday, August 21, 1937, at 12 o'clock M. attend at the Court House in Leonardtown, St. Mary's County Maryland, and then and there sold at public auction unto Lillian Priester, she and for the sum of Eighteen Hundred and Seventy-five Dollars ($1,875.00), she being at that figure the highest bidder therefor, the following described property:

All that piece or parcel of ground situate, lying and being near the Patuxent River in the Eighth Election District of St. Mary's County, Maryland, containing 100 acres of land, more or less, called and known as St. Richard's Manor, and being land of which the said Willie P. Wiley died seized and possessed

Said Attorney further reports that the purchaser has made the deposit required by the Terms of Sale and that he is satisfied that the remaining Terms of Sale will be complied with upon the ratification thereof by this Court.

All of which is respectfully submitted:

John M. P. Briscoe
Attorney named in the
Mortgage

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 25th day of August in the year 1937 before me the subscriber, the Clerk of the Circuit Court of St. Mary's County, Maryland personally appeared John M. P. Briscoe, attorney named in the mortgage, who made oath in due

forms of law that the matters and things stated in the foregoing Report of Sale are true and bona fide as therein set forth, and that said sale was fairly made.

(Court) Jas. M. Mattingly
(Seal) Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Aug. 25, 1937.

Certificate of publication of Notice of Sale

In the Circuit Court for St. Mary's County Maryland.
This is to certify that the appended Notice of Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 21st day of August, 1937 and that the first publication appeared in the issue of July 30th 1937.

A. F. King
Publisher.
A. F. King.

Attorney's Sale of Valuable Real Estate

Under and by virtue of the power of sale contained in the mortgage dated 27th day of March, in the year 1918, from Willie L. Wiley to Lillian Priester, recorded in Liber E. B. A. No. 17, Folio 90, one of the Land Records of Saint Mary's County, Maryland, default having occurred under said mortgage by failure to pay principal and interest the undersigned Attorney named in the mortgage will offer at public auction to the highest bidder, at the Court House door at Leonardtown, Saint Mary's County, Maryland, on Saturday, August 21st, 1937 at the hour of twelve o'clock M. the property by said mortgage conveyed which is more particularly described as follows: All that piece or parcel of ground situate, lying and being near the Patuxent River, in the Eighth Election District of Saint Mary's County Maryland, containing one hundred acres of land, more or less, called and known as St. Richard's Manor and being land of which the said Willie L. Wiley died seized and possessed.

Terms Of Sale: - All cash upon ratification of sale by the Circuit Court for Saint Mary's County, Maryland, with a deposit of two hundred dollars required of purchaser on the day and at the time of sale. Title examination, if any, conveyancing, recording revenue stamps, notary fees and Maryland stamp taxes at the cost of purchaser or purchasers.

John W. T. Briscoe
Attorney Named in the Mortgage

1820 N.E.

Filed Aug. 25, 1937.

Certificate of Auctioneer

I hereby certify that I acted as auctioneer for the sale of all that tract or parcel of land containing 100 acres, more or less, lying and being in the Eighth Election District of Saint Mary's County, Maryland, which was sold by John N. T. Briscoe, attorney named in the mortgage, on Saturday, August 21, 1937, at 12 o'clock M at public auction and sold said real estate to Lillian Priester at and for the sum of Eighteen Hundred and Seventy-five Dollars ($1,875.00).

I further certify that said sale was fairly made to the best of my knowledge and belief.

Chas. P. Abell
Auctioneer.

Filed Aug. 25, 1937.

Order Nisi on sale of real estate

Ordered by the Circuit Court for Saint Mary's County, Maryland, in Equity, this 21st day of October, in the year 1937.

That the report of sale of real estate made the 21st day of August, in the year 1937, by John N. T. Briscoe, attorney named in the mortgage in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the Third Monday in November, 1937, provided a copy of this order be published in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks prior to the said Third Monday in November, 1937.

The Report of Sale states that the real estate sold for the sum of Eighteen Hundred and Seventy-five Dollars ($1,875.00).

Jos. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Oct. 21, 1937.

Certificate of Publication of Order Nisi on Sale of Real Estate

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that, the appended Order Nisi #1820 N. E. on Sale has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the fourth Monday in November, 1937 and that the first publication appeared in the issue of October 29th, 1937.

A. J. King
Publisher

For "Order Nisi on sale of Real Estate" see "Order Nisi on sale of real estate" recorded on page 8 of this book immediately prior to the recording of the "Certificate of Publication."

Filed Dec. 13, 1937.

Bill
St. Mary's Beacon
J. W. G. Briscoe Atty.

1937
July 6 Ord Attorney Sale Real Estate
Case Wiley
7 47
Nisi

26.25-
26.25-
15.00
41.25

Filed Dec. 13, 1937.

Order of final Ratification of sale of real estate and reference to Auditor.

Ordered by the Circuit Court for St. Mary's County, in equity, this 17th day of December, in the year Nineteen Hundred and Thirty-seven,

That the sale of the real estate made and reported by John W. G. Briscoe, attorney named in the mortgage in the above entitled case, 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 shown by the certificate of publication of the order nisi in said sale heretofore filed in this case, and the papers in this case are hereby referred to the auditor of this Court in order that he may state his account between said attorney and those interested in the proceeds of sale.

Wm. Mennell Loker,
Judge.

Filed Dec. 17, 1937.

Tax Bill - 1937

No. 391
Mr. Fred J. Wiley Eighth District
To Harrison Hatcher, County Treasurer, Dr.
Taxes for year 1937 Due September 1, 1937.

To County Tax on $ 11[illegible]- rate $1.05 on $100	$12.12
To State Tax on $ " rate 2 2/4 ¢ on $100	2.58
	$14.71
To interest on County Tax from Sept. 1, 1937	.30
To interest on State Tax from Sept. 1, 1937	.07

1820 N.E.

$12.05

Filed Dec. 29, 1937.

Tax Bills, 1931 to 1936 Inc.
Repair Bill

Oct. 22, 1932

Repairs on house and grounds	
5 days at 1.50 per day	7.50
1 roal of roofing paper	1.94
4 lbs. of nails	.40
total	9.84

by Willard Moore.

No. 181
Mr. Fred J. Wiley — Eighth District
To Joseph B. Henry, County Treasurer, Dr.
Taxes for year 1931 — Due September 1, 1931.

To County Tax on $1165 rate 1.55 on $100.	$18.06
To State Tax on $ " rate 25 cents on $100.	2.92
To 5 per cent commission on State Tax	.15
To interest on County Tax from Sept. 1, 1931	.36
To interest on State Tax from Sept. 1, 1931	.06
Paid Dec. 24, 1931	$21.55

Received payment
Jos. B. Henry
County Treasurer
St. Marys County

No. 792
Mr. Fred J. Wiley — 8 District
To Joseph B. Henry, County Treasurer, Dr.
Taxes for year 1932 — Due September 1, 1932.

To County Tax on $1165 rate $1.49 on $100.	$17.36
To State Tax on $ " rate 25 cents on $100	2.92
To 5 per cent commission on State Tax	.15
To interest on County Tax from Sept. 1, 1932	.35
To interest on State Tax from Sept. 1, 1932	.06
Paid Dec. 22, 1932	$20.84

Received Payment,
Jos. B. Henry
County Treasurer,
St. Marys County.

No. 141
Mr. Fred J. Wiley — Eighth District
To Joseph B. Henry, County Treasurer, Dr.
Taxes for year 1933 — Due September 1, 1933.

To County Tax on $1165 rate 94c on $100	$10.96
To State Tax on $ " rate 25c on $100	2.92
To 5 per cent commission on State Tax	.15
To interest on County Tax on Sept. 1, 1932	.22
To interest on State Tax on Sept. 1, 1932	.05

Paid 11/24 1933 $14.30
Received Payment,
Jas. B. Drury,
County Treasurer,
St. Marie County.
per dl.

No. 159
Mr. Fred J. Wylie Eighth District
To Joseph B. Drury, County Treasurer, Dr.
Taxes for year 1934 Due September 1, 1934
To County Tax on $1165 rate 92c on $100 $10.72
To State Tax on $ " rate 22c on $100 2.57
To 5 per cent commission on State Tax .13
To interest on County Tax from Sept. 1, 1934 .22
To interest on State Tax from Sept. 1, 1934 .06
Paid Dec. 20, 1934 $13.70
Received Payment,
Jas. B. Drury,
County Treasurer,
St. Marie County

No. 165
Mr. Fred J. Wiley Eighth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 Due September 1, 1935
To County Tax on $1165 rate $1.00 on $100 $11.65
To State Tax on $ " rate 22c on $100 2.57
To 5 per cent commission on State Tax .13
To interest on County Tax from Sept. 1, 1935 .33
To interest on State Tax from Sept. 1, 1935 .07
Paid 3/16 1936 $14.75
Received Payment,
Harrison Hobbs
County Treasurer,
St. Marie County.

No. 162
Mr. Fred J. Wylie Eighth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1936 Due September 1, 1936
To County Tax on $1165 rate $1.00 on $100 $11.65
To State Tax on $ " rate 22c on $100 2.57
To 5 per cent Commission on State Tax .13
To interest on County Tax from Sept. 1, 1936 .22
To interest on State Tax from Sept. 1, 1936 .05
Paid Dec. 7, 1936 $14.62
Received Payment,
Harrison Hobbs,
County Treasurer,
St. Marie County.

Filed Jany. 10, 1938.

1820 N.E.

Affidavit of Lillian Priester, as to taxes, repairs and heirs of Willie L. Wiley.

State Of Maryland, St. Marys County, to wit:-

I Hereby Certify, That on this 6 day of January in the year Nineteen Hundred and Thirty Eight, before me, the subscriber a Notary Public, of the State of Maryland, in and for St. Marys County, personally appeared Lillian Priester and made oath in due form of law that the following is the amount paid by her for taxes on property formerly belonging to Willie L. Wiley, in the Eighth Election District of St. Marys County, Maryland, that is to say: Taxes for year, 1931, $21.52; 1932, $20.84; 1933, $14.26; 1934, $13.70; 1935, $14.72; 1936, $14.62, said tax bills having been heretofore filed in the matter of foreclosure of the mortgage held by the said Lillian Priester on the real estate of the said Willie L. Wiley.

At the same time, also appeared the said Lillian Priester and made oath in due form of law that the bill for the sum of $9.84 for repairs to said property filed in this case is true and bona fide as therein set forth.

At the same time also appeared before me the said Lillian Priester and made oath in due form of law that the heirs at law of the said Willie L. Wiley, now deceased, are John Wiley, Mary Wiley, Walter Wiley, Emily V. Wiley, and Lillian Priester, the said Willie L. Wiley dying intestate.

Witness my hand and notarial seal.

(N.P.) J. Ernest Bell,
(Seal) Notary Public

Filed Janu. 11, 1938.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for Saint Mary's County, Maryland, in Equity, this 13th. day of January, in the year 1938, that the report of the Auditor, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the first Monday in February, 1938, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks, before the said first Monday in February, 1938.

Jas. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed January 13, 1938.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify, that the appended Order Nisi No. 1820 N.E. had been published in the Saint Mary's Beacon, a newspaper published in St. Mary's

1820 N.B.

County, Maryland once a week for four successive weeks, prior to the first Monday in February 1938 and that the first publication appeared in the issue of January 14th 1938.

A. F. King,
Publisher

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded on page 13 of this book.

Filed Feby. 22, 1938.

Order of Final Ratification of Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland, in equity, this 22d. day of February, in the year Nineteen Hundred and Thirty-eight.

That the Report of the Auditor made, stated and filed in the above entitled case is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been shown by certificate of publication of the Order Nisi on said Auditor's report heretofore filed in this case.

Wm. Mennell Lakes
Judge.

Filed Feby. 22, 1938.

In the Matter of the Sale of the Mortgaged premises of Frank M. Green, Mortgagor By John N. T. Briscoe, Attorney Assignee of Mortgage.	In the Circuit Court for Saint Mary's County, Maryland In Equity No. 1828 M. E.

Order to docket suit, etc.

Joseph M. Mattingly, Clerk of the Circuit Court.

Mr. Clerk:

Please docket the above entitled case, file mortgage and statement of mortgage debt and fix Penalty in the Bond to be given by the Attorney Assignee before sale.

John N. T. Briscoe,
Solicitor

Filed August 23, 1927.

Mortgage

This Mortgage, Made this 24th day of May in the year nineteen hundred and thirty-five by Frank M. Green of St. Mary's County and State of Maryland.

Whereas, the said Frank M. Green and Margaret Green, his wife, are justly indebted unto Benjamin Grove of St Mary's County and State of Maryland in the full and just sum of one hundred and fifty dollars to be repaid with interest at the rate of six per centum per annum, payable semi-annually, at the expiration of one year from the date of this Mortgage and wishing to better secure the prompt and punctual payment of said principal sum and interest as the same shall become due this mortgage is executed.

Now Therefore, This mortgage witnesseth: that in consideration of the premises and the sum of one dollar the said Frank M. Green does hereby grant and convey unto the said Benjamin Grove, his heirs and assigns, all that lot, tract, piece or parcel of land situate, lying and being in the Fifth Election District of St. Mary's County, State of Maryland and described as follows, that is to say: Beginning for the same at a post on the east side of the State Road leading from Mechanicsville-Charlotte Hall State Road to Thompson's Corner, said point being one hundred feet from the intersection of said Thompson's Corner Road to said White Marsh Rehoab Road, thence with said White Marsh Rehoab Road a sufficient distance to enclose one-half acre of land between said two roads and a line drawn from said point on the White Marsh Rehoab Road to the point on the Thompson's Corner Road, which is the point of beginning, said tract or parcel of land being

of triangular shape and contains one-half an acre of land and is part of the tract or parcel of land conveyed to Lucy Mahoney by deed from William T. Briscoe and Sarah A. T. Briscoe, his wife, dated December 28th, 1889 and recorded in Liber J. F. F. No. 11 Folio 416, one of the Land Records of Saint Mary's County, State of Maryland. The above described property being all and the same tract or parcel of land which was conveyed by Lucy Mahoney Widow to the said Frank M. Green by deed duly recorded among the Land Records of St. Mary's County aforesaid in Liber J. M. M. No. 9 Folio 117 etc.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Benjamin Grove his heirs and assigns forever.

Provided, that if the said Frank M. Green his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One hundred and fifty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Frank M. Green shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Frank M. Green and for themselves, their heirs, personal representatives and assigns, do hereby agree and covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Benjamin Grove, his personal representatives or assigns, or Philip A. Marsey Jr. their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns, and which sale shall be

made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor their personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives 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 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 commission to trustees making sale under orders and decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagor for themselves their heirs, personal representatives and assigns, do hereby agree and covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Philip A. Harney Jr 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said Frank M. Green for himself his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One hundred and

fifty Dollars, and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the Hands and seals of the said Mortgagors.

Test:
George Morgan Knight, Jr.

Frank M. Green (Seal)

State Of Maryland, St. Mary's County, To Wit:

I Hereby Certify, that on this 27th day of May in the year nineteen hundred and thirty-five before me, a notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank M. Green the Mortgagors named in the aforegoing Mortgage and did acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Benjamin Grone 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.

My Commission Expires May 6, 1937.

(N. P.) (Seal)

George Morgan Knight, Jr.
Notary Public.

Received for Record May 28th, 1935 at 10:00 o'clock A. M. same day recorded in Liber J. M. M. No. 5, Folio 321 &c., one of the Mortgage Records of St. Mary's County, Md., and examined per

Jas. M. Mattingly,
Clerk.

Cash of Record $3.75-Paid.

Leonardtown, Md.
Aug. 20th, 1937.

For value received, I hereby assign the within and aforegoing Mortgage to John W. T. Briscoe, Attorney for the purpose of foreclosure.

Witness my hand and seal

Test:
Raymond Grone.

Ben. Grone (Seal)

Received this 23rd day of August, 1937 at 9.30 o'clock A. M., for record, and same day recorded in Liber J. M. M. No. 5, folio 322 one of the Mortgage records of St. Mary's County and examined per me.

Jas. M. Mattingly
Clerk.

Filed August 23, 1937.

Statement of Mortgage debt.

To amount of principal under mortgage from Frank M. Green to Benjamin Grove, dated May 27, 1925, and recorded in Liber J. M. M. No. 5, Folio 321, one of the Land Mortgage Records of Saint Marys County, Maryland, $150.00
To amount of interest on same to August 20, 1927 1.45
Total $151.45

Filed August 23, 1927.

Order Prescribing Penalty in Bond

Whereas under and by virtue of the mortgage from Frank M. Green to Benjamin Grove recorded in Liber J. M. M. # 5 Folio 321, one of the Land Mortgage Records of St. Marys County, Maryland, the mortgagee, his assignee or attorney was empowered to sell the property therein described and mentioned, and

Whereas the said John W. T. Briscoe, assignee of the said mortgage, has expressed his intention to foreclose said mortgage, the contingency for the sale of same having occured, and has requested the undersigned, the Clerk of the Circuit Court for St. Marys County, Maryland, to prescribe the penalty in the bond, under and by virtue of the Act of the Assembly in such cases made and provided, in conformity therewith I do, therefore, prescribe the penalty in the said bond shall the Five Hundred Dollars ($500.00).

Jas. M. Mattingly
Clerk.

Filed Sept. 18, 1927.

Bond of Attorney Assignee.

Know All Men By These Presents, That We, John W. T. Briscoe, Attorney, Assignee, as Principal, and American Bonding Company Of Baltimore, a body corporate, a Surety, are held and firmly bound unto the State of Maryland in the full sum of Five Hundred Dollars, ($500.00) to be paid to the said State or its certain Attorney: to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, firmly by these presents, sealed with our seals and dated this Eighteenth day of September in the year Nineteen Hundred and Thirty-Seven.

Whereas, the above bounden John W. T. Briscoe, Attorney, Assignee, by virtue of a power of sale contained in a Mortgage from Frank M. Green to Benjamin Grove, dated May 27th, 1925, and recorded in Liber J. M. M. No. 5, folio 321, &c., one of the Mort-

gage Records of St. Mary's County, Maryland, and assigned to the said John N. T. Briscoe for purpose of foreclosure, was given power to sell the property mentioned in said Mortgage in case of default; and default having occurred said Attorney Assignee has caused suit to be docketed entitled "In the matter of the sale of the mortgaged premises of Frank M. Green, Mortgagor, by John N. T. Briscoe, Attorney, Assignee of Mortgage." Docket No. 1828 New Equity, now pending in the Circuit Court for St. Mary's County, Maryland.

Now The Condition Of The Above Obligation Is Such, That if the above bounden John N. T. Briscoe, Attorney Assignee of Mortgage, do and shall well and faithfully perform the trust reposed in him by said Mortgage, as that may be reposed in him by any 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.

Test as to Principal and Surety:
Philip N. Dorsey, Jr.

John N. T. Briscoe (Seal)
Attorney-Assignee
American Bonding Company
of Baltimore
By Louis F. Uhrell
Attorney-in-Fact

(Corp. Seal)

Recorded in Bond Record. Liber J. M. M. No 1. Folio 86.

Within Bond with Surety is hereby approved this 18th day of September, 1927, at 11.30 o'clock A. M.

Filed Sept. 18, 1927.

Certificate of Publication of Notice of Sale

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Notice of Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 18th day of September, 1927 and that the first publication appeared in the issue of Aug. 27th 1927.

A. F. King,
Publisher.

Attorney's Sale of Valuable Real Estate.

Under and by virtue of the power of sale contained in the mortgage from Frank M. Green, mortgagor, to Benjamin Shute, mortgagee, dated May 27, 1922, and recorded in Liber J. M. M. No. 5, Folio No. 331, one of

the Land Records of St. Mary's County, Maryland, and assigned to John N. T. Briscoe Attorney, for the purpose of foreclosure by Benjamin Grove on August 20, 1937, the said mortgage being in default under the terms and conditions of said mortgage by failure to pay principal and interest due under said mortgage, the undersigned Attorney Assignee of said mortgage will sell at public auction to the highest bidder at the Court House door in Leonardtown, St. Mary's County, Maryland at the hour of twelve o'clock M. on Sat., September 18, 1937 all the interest of the said Frank M. Green in and to the land in said mortgage described, being all that tract, piece or parcel of ground situated, lying and being in the Fifth Election District of St. Mary's County, State of Maryland, and described as follows, that is to say:

Beginning for the same at a point on the east side of the State Road leading from Mechanicsville - Charlotte Hall State Raid to Thompson's Corner, said point being one hundred feet from the intersection of said Thompson's Corner Road, ~~with~~ the White Marsh School Road, thence following said Thompson's Corner Road to said White Marsh School Road, thence with said White Marsh School Road a sufficient distance to enclose one-half acre of land between said two roads and a line drawn from said point on the White Marsh School Road to the point on the Thompson's Corner Road, which is the point of beginning, said tract or parcel of land being of triangular shape and contains one-half acre of land and is part of the tract or parcel of land conveyed to Lucy Mahoney by deed from William T. Briscoe and Sarah A. Briscoe, his wife, dated December 28th, 1889, and recorded in Liber J. F. F. No. 11, Folio 416, one of the Land Records of Saint Mary's County, State of Maryland. The above described property being all and the same tract or parcel of land which was conveyed by Lucy Mahoney, widow, to the said Frank M. Green by deed duly recorded among the Land Records of St. Mary's County aforesaid in Liber J. M. M. No. 9. Folio 117, etc.

This property is conveniently situated on the state road leading from New Market towards Thompson's Corner and is suitable for business or residential purposes being improved by a small store and dwelling combined.

Terms Of Sale: Cash on final ratification of sale with a deposit of $50.00 required of purchaser on the day and at the time of sale, taxes and insurance to be adjusted, all costs of conveyancing, including U. S. Revenue Stamps and Maryland Revenue Stamps to be at the cost of purchaser.

John N. T. Briscoe,
Attorney Assignee Of Mortgage

1828 N. E.

Filed Sept. 18, 1937.

Tax Bill - Yr. 1937

No. 144
Mr. Frank M. Green — 5th District
To Harrison Tabbs, County Treasurer, Dr.
Taxes for year 1937 Date September 1, 1937.

To County Tax on $ 350 rate $ 1.05 on $100	$3.68
To State Tax on $ " rate 22½¢ on $100.	.78
	4.46
To interest on County Tax from Sept. 1, 1937	.11
To interest on State Tax from Sept. 1, 1937	.03
	$4.60

Filed Sept. 18, 1937.

Bill
St. Mary's Beacon.
J. N. T. Briscoe, Atty.

1937		
Aug. 20	Ad Attorney Sale Real Estate	
	Case Green-Grove	
	12 4 Ts	45.00
	Nisi	7.50
	"	7.50
		$60.00

Filed Sept. 18, 1937.

Report of Sale of Real Estate and affidavit thereon

To the Honorable, the Judges of the said Court:-

The report of John N. T. Briscoe, Attorney-Assignee of the mortgage in the above entitled cause, respectfully shows:

That under and by virtue of the power of sale contained in the mortgage from Frank M. Green to Benjamin Grove, dated May 27th, 1935 and recorded in Liber J. M. M. 2 Folio 321, one of the Land Mortgage Records of St. Mary's County, Maryland, default having occurred under said mortgage, the said John N. T. Briscoe, Attorney-Assignee of said mortgage as aforesaid, after having given bond with approved security as required by law, which was duly approved, and after having complied with all the prerequisites as required by law and by said mortgage, did, after twenty days published notice in the St. Mary's Beacon, a newspaper published in St. Mary's County, Maryland, pursuant to said notice on Saturday, September 18th, 1937, at 12 o'clock M. attend at the Court House door in Leonardtown, St. Mary's County, Maryland, and there sold at public auction to Benjamin Grove at and for the sum of One Hundred and Fifty Dollars ($150.00), he being at that figure the highest bidder

thereof, the following described property:
All the interest of the said Frank M. Green in and to all that tract or parcel of ground situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, containing one-half acre of land, more or less, and being all and the same land conveyed to Frank M. Green by deed from Lucy Mahony, recorded in Liber J. M. M. No. 9, Folio 117, one of the Land Records of St. Mary's County Maryland.

Said attorney further reports that the purchaser has made the deposit required by the Terms of Sale and that he is satisfied that the remaining Terms of Sale will be complied with upon the ratification thereof by this Court.

All of which is respectfully submitted:

John H. T. Briscoe
Attorney-Assignee of
said Mortgage.

State Of Maryland, Saint Mary's County, to wit:-

I hereby certify that on this 21st day of September 1937 before me, the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared John H. T. Briscoe, Attorney & assignee of the mortgage in the above entitled case, who made oath in due form of law that the matters and things in the foregoing Report of Sale are true and bona fide as therein set forth, and that the said sale was fairly made.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Sept. 21st, 1937.

Order Nisi on Sale of Real Estate

Ordered by the Circuit Court for St. Mary's County, Maryland, in equity, this 21st day of September in the year nineteen hundred and thirty-seven.

That the report of sale of real estate made this 21st day of September in the year 1937 by John H. T. Briscoe, Attorney, Assignee of said mortgage, in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the Third Monday in October, 1937, provided a copy of this order be published in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks prior to the said third Monday in October 1937.

1828 N. E.

The Report of Sale shows that the real estate sold for the sum of One Hundred and Fifty Dollars ($150.00).

Jas. M. Mattingly
Clerk of the Circuit
Court for St. Mary's
County, Maryland.

Filed Sept. 21, 1937.

Certificate of Auctioneer

I hereby certify that I acted as Auctioneer for the sale of all that tract or parcel of land containing one-half acre, more or less, lying and being in the Fifth Election District of St. Mary's County, Maryland, which was sold by John W. J. Briscoe, Attorney-Assignee of said mortgage, on Saturday, September 18, 1937, at 12 o'clock M at public auction and sold said real estate to Benjamin Irvine, at and for the sum of One ~~Thousand~~ Hundred and Fifty Dollars ($150.00).

I further certify that said sale was fairly made to the best of my knowledge and belief.

Chas. B. Abell
Auctioneer.

Filed Sept. 21, 1937.

Certificate of Publication of Order Nisi on Sale of Real Estate.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi #1828 N. E. had been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County Maryland once a week for four successive weeks prior to the third Monday in October, 1937 and that the first publication appeared in the issue of Sept. 24th, 1937.

A. F. King
Publisher.

For "Order Nisi on Sale of Real Estate" see "Order Nisi on Sale of Real Estate" recorded on page 23 of this book.

Filed Nov. 5, 1937.

Bill

The Co. Md. Inv. Agency
of Leonardtown, Maryland
Sept. 18, 1937.

John W. J. Briscoe, Attorney-Assignee.
1828 N. E. (Frank M. Green, Mortgagor)

To The Southern Maryland Insurance Agency, Dr.

1937

Sept. 18 To Premium on Attorney-Assignee's Bond, 10.00

Filed Janu. 22, 1938.

Order of Final Ratification of Sale of Real Estate and reference to Auditor.

Ordered by the Circuit Court for Saint Mary's County, Maryland, in Equity, this 5 th day of November, in the year 1937 that the report of sale of real estate made by John J. T. Briscoe, Attorney, Assignee of mortgage in the above entitled case, 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 shown by certificate of publication of order nisi in said sale, heretofore filed in this case. And the papers in this case are hereby referred to the Auditor of this Court in order that he may state an account between said Attorney-Assignee, and those interested in the proceeds of said sale. Filed and recorded before Bill of Co. Md. Ins. Agency.

Wm. Mitchell Loker
Judge.

Filed Nov. 5, 1937.

Auditor's Report.

In account with John J. T. Briscoe, Attorney-Assignee.

By proceeds from sale, as this report			$150.00
To amount due	Jas. M. Mattingly, Clerk, his fee		$ 16.50
" " "	John J. T. Briscoe, Attorney		30.00
" " "	John J. T. Briscoe, Atty. Assignee. Com.		9.00
" " "	The Co. Md. Ins. Agency, Prem. on Bond		10.00
" " "	Charles C. Abell, Auctioneer, his fee		5.00
" " "	St. Mary's Beacon, Advertising		60.00
" " "	Harrison Nabbs, Co. Treas., Taxes, 1937		4.60
" " "	Clarence F. King, Auditor, his fee.		9.00
To amount distributable to Mortgagee			5.90
		$150.00	$150.00

By amount distributable to mortgagee, as supra $5.90

To amount due Benjamin Grove, mortgagee with interest to Date of sale $ 12-2.20 $5.90

$5.90 $5.90

1828 N.E.

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Attorney-Assignee with the proceeds from sale, per his report, and, after crediting him with his costs, expenses, and taxes the net balance of $ 5.90 is distributed to Benjamin Grove, Mortgagee, in part payment of his mortgage principal and interest, amounting to $1,52.20, leaving a deficiency of $146.30.

All of which is respectfully submitted.

Alay. F. King,
Auditor

Filed Jany. 26, 1938.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 26th. day of January, 1938, that the report of the Auditor, made, stated and filed in the above entitled case, be ratified and confirmed unless cause to the contrary be shown on or before the third Monday in February 1938, provided a copy of this order be published in some newspaper published in St. Mary's County, Maryland, on or before the said third Monday in February, 1938.

Jos. M. Mattingly,
Clerk.

Filed January 26, 1938.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County Maryland.

This is to certify that the appended Order Nisi #1828 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County Maryland, once a week for four successive weeks, prior to the third Monday in February, 1938 and that the first publication appeared in the issue of January 28th 1938.

A. F. King,
Publisher.

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded on page 26 of this book.

Filed Feby. 22, 1938

Order of final Ratification of Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland, in equity, this 22d day of February, in the year Nineteen Hundred and Thirty-Eight.

That the Report of the Auditor made, stated and filed in the above entitled case be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as shown by certificate of publication of the Order Nisi of said Auditor's Report heretofore filed in this case.

Wm. Mennell Baker,
Judge.

Filed Feby. 22, 1928

1849 N.E.

M. Naomi Yates, next friend of Ruth Ellen Herbert and John Allen Herbert, infants. Plaintiffs	In The Circuit Court For St. Marys County, Maryland. No. 1849 N. Equity.
vs. Ruth Ellen Herbert and John Allen Herbert, infants; Defendants	

Bill of Complaint

To the Honorable, the Judges of said Court:

The Bill of Complaint of M. Naomi Yates, next friend of Ruth Ellen Herbert and John Allen Herbert, infants, respectfully represents unto your Honors.

First: That a certain Elaine Rheinburn Herbert, first wife of the late Leonard L. Herbert, was during her lifetime and at the time of her death, seized and possessed of a certain tract of land and premises situate lying and being in the Fourth Election District of St. Marys County, Maryland, commonly called and known as "Middle Farm", containing 284 acres of land, more or less; said land having been acquired by Deed of the 18th day of September, 1894, from Edmund L. Rheinburn, et. al. recorded in the Land Records of St. Marys County in Liber J. J. G. No. 2, folio 263 etc.; the original Copy of which is filed herewith and marked "Exhibit A."

Second: That being so seized and possessed, the said Elaine Rheinburn Herbert departed this life on the 9th day of August, 1917, intestate, and leaving as her next of kin and heirs at law and inheritance her husband, Leonard L. Herbert, who became entitled by law to a one-third interest; and her children, M. Naomi Yates, Victor M. Herbert, Leon L. Herbert, Anna Ruth Herbert, and John Allen Herbert, who became entitled by law to a one-thirds interest or a two-fifteenths interest to each.

Third: That on the 28th day of August, 1922, the said Anna Ruth Herbert, by Deed bearing said date and recorded among the Land Records of St. Marys County in Liber J. M. M. No. 1, folio 170, conveyed all her right, title, and interest, namely her two-fifteenths interest in the above described real estate to said Leonard L. Herbert; the original copy of which deed is filed herewith and marked "Exhibit B."

Fourth: That on the 13th day of April, 1931, the said John Allen Herbert departed this life, intestate, leaving as his heirs and next of kin Ruth Herbert Sherman, his widow, who thereby inherited ~~and~~ by

law a one-third of two-fifteenths or a two-forty-fifths interest in said real estate; also his two children, Ruth Ellen Herbert and John Allen Herbert, Jr., who thereby inherited by law a two-thirds of two-fifteenths or a two-forty-fifths interest each in said real estate.

Fifth: That on the 26th day of November 1934, the said Leonard L. Herbert died seized and possessed of several tracts of real estate situate, lying and being in St. Marys County Maryland, including a seven-fifteenths interest in the aforementioned tract of land and premises, known as "Middle Farm", being the five-fifteenths interest in the same land and premises inherited by him from his first wife, Elaine Sheirburn Herbert and his two-fifteenths interest obtained by deed aforesaid of 28th day of August, 1922, from his daughter, Anna Ruth Herbert, leaving as his heirs and next of kin his second wife, Blanche B. Herbert, who became inherited as his widow and heir at law to a one-third of a seven-fifteenths interest, or a seven-forty-fifths interest; M. Naomi Yates, Victor M. Herbert, Leon L. Herbert, Anna Ruth Herbert, his children, who as his heirs at law became entitled to a one-fifths of a seven-fifteenths interest or a fourteen-two Hundred and twenty-fifths interest each, and Ruth Ellen Herbert and John Allen Herbert, children of Allen Herbert deceased and grandchildren of Leonard L. Herbert, who as his heirs at law became entitled to a seven-two hundred and twenty-fifth interest each.

Sixth: That the personal estate of Elaine Sheirburn Herbert, deceased, has been duly administered and all debts of said ~~estate~~ Estate fully paid.

Seventh: That the personal estate of John Allen Herbert deceased, is being duly administered upon and all debts of said estate to date have been paid.

Eighth: That the personal estate of Leonard L. Herbert, deceased, is being duly administered upon all debts of said ~~estate~~ estate to date have been paid.

Ninth: That by contract dated 7th day of February, 1938, the said Blanche B. Herbert M. Naomi Yates and Dwight Yates, her husband Victor M. Herbert, Leon L. Herbert and Louise W. Herbert his wife Ruth Herbert Sherman, and Anna Ruth Herbert, M. Naomi Yates, Guardian and next friend of Ruth Ellen Herbert and John Allen Herbert, infants, agreed to sell all their interest in the aforesaid real estate

to Samuel C. Long for the sum of $8000.00, but the real estate aforementioned, because of the infancy of Ruth Ellen Herbert and John Allen Herbert, each infant having a seven two hundred and twenty-fifth interest in said property, the interest of said infants in said real estate cannot be sold without the aid of the Honorable Court; the original copy of said contract is filed herewith and marked "Exhibit C."

Your Orator: That it would be for the manifest benefit and advantage of the said infants because of the adequate price that can be procurred for said real estate at this time, to sell their interest in said real estate and to invest the proceeds therefrom in some productive fund for their benefit.

To The End Therefore:

First: That the undivided interest of said infants in said real estate as aforesaid may be sold, and that a Trustee be appointed to execute a deed for their interest in said property to the purchaser, and that the proceeds from said sale be reinvested for the benefit of said infants under the authority of this Court.

Second: That your Complainant may ask for such other and further relief as their case may require.

May it please your Honors to grant unto your Complainant the writ of subpoena directed to the said Ruth Ellen Herbert and John Allen Herbert, infants, residing in Charles County, Maryland, commanding them to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Randall J. Carries
Solicitor for Plaintiff.

Filed Mar. 8, 1938.

Exhibit "A"

This Deed Made this eighteenth day of September in the Year Eighteen Hundred and Ninety Four, by and Edmond Lowe Pheirburn of the City of Chicago, in the State of Illinois, and Mary Marion Pheirburn and Joseph Francis Pheirburn of Charles County, in the State of Maryland, Witnesseth, that in Consideration of Three Thousand Dollars, (the Receipt whereof is hereby Acknowledged) We, the said Edmond Lowe Pheirburn, Mary Marion Pheirburn and Joseph Francis Pheirburn do grant unto Elaine Yates Pheirburn

Herbert, the Wife of Lenard L. Herbert of Charles County, in the State of Maryland, All our right, title, interest and Estate, at law and in Equity, the same being Three undivided One-fourth parts or interests in and to all that tract or parcel of land, Called and known by the Name of the "Middle Farm," lying and being on the Wicomico River and on Budds Creek, in the Fourth Election District of Saint Mary's County, Maryland, Containing Two Hundred and Eighty Four Acres, more or less, in fee simple, Being the same land which a certain George Matthews Theirburn obtained from Henry Latchason, Susan E. E. Blye and U Brandt Blye, by Deed dated on the Ninth day of July 1875, recorded in Liber J. F. F. No. 1, folio 438 and 439, one of the land Records of Saint Mary's County, ~~State of Maryland, Charles County, Sct:—~~
~~I hereby certify that Jas N. Gough, E~~
And being a portion of the Real Estate of which the said George Matthews Theirburn died seized and possessed, and the same land which the said Edmond Lane Theirburn, Mary Marion Theirburn, Joseph Francis Theirburn and Elaine Yates Theirburn Herbert took under the Will of the said George Matthews Theirburn, dated September the 16 th, 892, recorded in the Office of the Register of Wills of Saint Mary's County, in Liber J. B. H. No. 1, folios 268 and 287.
Witness our hands and seals.
Test:
Jas N. Gough.

Edmund Lane Theirburn (Seal)
Mary Marion Theirburn (Seal)
Joseph Francis Theirburn (Seal)

State of Maryland, Charles County, to wit:
I hereby certify, that on this 18 th day of September in the year Eighteen Hundred and Ninety Four, before the subscriber, a Justice of the Peace of the said State, in and for the County aforesaid, personally appeared Edmund Lane Theirburn, Mary Marion Theirburn and Joseph Francis Theirburn and did each acknowledge the aforegoing deed to be their respective Act.

Jas. N. Gough J. P.
Justice of the Peace.

State of Maryland, Charles County, Sct:—
I hereby certify that Jas. N. Gough, Esq., before whom the aforesaid acknowledgments were made and who has thereto subscribed his name was, at the time of so doing a Justice of the Peace of the State of Maryland for and for Charles County, duly commissioned & sworn and

1894 N.E.

authorized by law to administer oaths and take acknowledgments: I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

In Testimony Whereof I hereto set my hand and affix the seal of the Circuit Court for Charles County this 18th day of September A. D. 1894.

(Court Seal) J. Lamil Turner
Clerk of the Circuit Court for Chas. Co.

Received this 21st day of Sept. 1894 at 9 o'clock A. M., for record, and same day recorded in Liber J. J. G., No. 2, folio 263 &c. one of the Land Records of St. Mary's County and examined per me.

James J. Greenwell
Clerk.

Filed Mar. 8, 1938.

Exhibit "B"

U. S. I. R. Stamps $0.50 Cancelled

This Deed, made this 28th day of August, in the year Nineteen Hundred and twenty-two, by Annie Ruth Herbert, unmarried, of Baltimore City, State of Idaho, Witnesseth - That in Consideration of the sum of Five hundred dollars, the receipt of which is acknowledged, and the further consideration of the love and affection which the said Annie Ruth Herbert bears for her father, Leonard L. Herbert, the grantee herein, the said Annie Ruth Herbert doth hereby grant and convey unto the said Leonard L. Herbert of Charles County, State of Maryland, his heirs and assigns in fee simple, all her right, title, interest and estate at law and in equity, in and to all that tract or parcel of land called and known by the name of "Middle Farm" situated, lying and being on the Wicomico River and on Budds Creek in the Fourth Election District of Saint Mary's County, State of Maryland, containing two hundred and eighty four acres, more or less and being the same land of which Elaine Y. L. Herbert died seized and possessed and which was conveyed to the said Elaine Y. L. Herbert by deed from Edmund L. Theisburn and others, dated September 14th 1894 and recorded among the Land Records of said Saint Mary's County in Liber J. J. G. No. 2 folio 262. It being the purpose and intent of the said Annie Ruth Herbert to convey by this deed to the said Leonard L. Herbert all the interest and estate in the aforesaid land which she acquired as one of the five children of the said Elaine Y. L. Herbert deceased. Together with the improvements thereon and the rights, roads, ways, water,

privileges and appurtenances thereto belonging or appertaining. To Have and To Hold the right, title, interest and estate of the said Annie Ruth Herbert in the land and premises above described and conveyed, unto and to the said Lenard L. Herbert, his heirs and assigns in fee simple.

And the said Annie Ruth Herbert does hereby covenant that she will warrant specially the interest hereby conveyed in the land and premises mentioned, and that she will execute such further assurances of said land as may be requisite. As witness the hand and seal of said grantor.

Witness
Jess Hawley.

Annie Ruth Herbert (Seal)

State of Idaho, Boise City, to-wit:

I Hereby certify that on this 28" day of August in the year Nineteen hundred and twenty-two before me the subscriber, a Notary Public of the State of Idaho, in and for Boise City aforesaid, personally appeared Annie Ruth Herbert and acknowledged the aforegoing deed to be her act. As witness my hand and Notarial Seal.

(N.P.)
(Seal)

Chas. V. Mack
Notary Public.

Received this 4th day of Sept. 1922 at 10 o'clock A. M., for record, and same day recorded in Liber J. M. M. No. 1 folio 170 one of the Land Records of St. Marys County and examined per me.

Jas. M. Mattingly
Clerk.

Filed Mar. 8, 1938.

Exhibit "C"

This Agreement Or Contract, Made in duplicate this 7th Day of February in the year 1938 by and between Blanche B. Herbert, widow, M. Naomi Yates and Oswald Yates, her husband, Leon L. Herbert, Victor M. Herbert, M. Naomi Yates, Guardian of Ruth Ellen Herbert and John Allen Herbert, infants, of Newport, Charles County, Maryland, Louise D. Herbert, wife of Leon L. Herbert, of Baltimore, Maryland, Anna Ruth Herbert, alias Ruth Maria Gloria of Lancaster, Pennsylvania, and Ruth Herbert Sherman, widow, of Washington, D.C., parties of the first part, and Samuel C. Long of Newport, Charles County, Maryland, party of the second part; and

Whereas: the aforesaid Blanche B. Herbert, M. Naomi Yates, Leon L. Herbert, Victor M. Herbert, Anna Ruth Herbert, Ruth Herbert Sherman, widows, all adults and Ruth Ellen Herbert and John Allen Herbert, infants, are

seized and possessed as tenants in common of a certain tract of land situate, lying and being in the Fourth Electing District of St. Marys County, Maryland, adjoining the lands of Mrs. Radcliffes and others, and now occupied and tenanted by a certain Hence Lyon; said land having been so acquired by the aforesaid tenants in common by inheritance from Mrs. Elsie Rheinhart Herbert, first wife of Leonard A. Herbert, late of Charles County, deceased, and Leonard A. Herbert, late of Charles County, deceased; and

Whereas: the aforesaid Blanche B. Herbert, M. Naomi Yates, Leon A. Herbert, Victor M. Herbert, Anna Ruth Herbert, Ruth Herbert Sherman, infants, adult tenants in common, and M. Naomi Yates, Guardian of Ruth Ellen Herbert and John Allen Herbert, infant tenants in common, have sold the aforesaid tract of land to and unto Samuel C. Long, party of the second part, at and for the sum of Eight Thousand Dollars ($8000.00) net to the said sellers thereof, as tenants in common, upon the conditions hereinafter set forth; and

Whereas: the said John Allen Herbert and Ruth Ellen Herbert being infants in law, and it being necessary to institute proper proceedings in a Court of Equity to pass proper title to the purchaser of said property with respect to the interest of said John Allen Herbert and Ruth Ellen Herbert, infants.

Now, Therefore, This Contract Witnesseth, That for and in consideration of the premises and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the said parties of the first part do hereby covenant and agree to sell, and have sold, unto the said Samuel C. Long, party of the second part, the property above mentioned at and for the said sum of Eight Thousand Dollars ($8000.00) net to the aforesaid tenants in common, and the said Samuel C. Long party of the second part, does hereby covenant and agree to pay the full amount of said purchase price upon the ratification of said sale by the Circuit Court for St. Marys County, Maryland, and the execution of a good and sufficient deed to him for said property, free and clear of all encumbrances.

And it is further agreed by and between the parties hereto that possession of the aforesaid property shall be given the party of the second part, as to the landlords rights thereto, immediately upon the execution of this instrument subject, nevertheless, to the rights of the tenants now occupying said property to the continuance of his tenancy for the year of 1938.

And it is further agreed that the said party of the second part shall be entitled to the tobacco sticks now on said farm; it being also agreed by the party of the second part that, as the parties of the first part have paid the 1937-1938 taxes on said property, they are to be adjusted as of the date of the transfer of title; it being also agreed that the party of the second part is to pay one-half of all court costs incident to the necessary proceedings to pass a proper title to the parties of the second part for the property herein mentioned and described.

As Witness the hands and seals hereto.

Test: Dorothy Howard — Blanche P. Herbert (Seal)
Dorothy Howard — M. Naomi Yates (Seal)
Dorothy Howard — Leon L. Herbert (Seal)
John G. Lyon — Oswald Yates (Seal)
Dorothy Howard — Victor M. Herbert (Seal)
Dorothy Howard — M. Naomi Yates (Seal)
Guardian for Ruth Ellen Herbert and John Allen Herbert.

Sister M. Magella — Anna Ruth Herbert (Seal)
alias Sister Maria Gloria

A. C. Gardiner — Ruth Herbert Sherman (Seal)
Gloria P. Davis — Samuel C. Long (Seal)
Frances W. Marsh — Louise D. Herbert (Seal)

Filed Mar. 8, 1938.

Consent Of Next Friend

To Rudolf A. Carrico, Attorney:

The undersigned hereby authorizes you to use her name as next friend of Ruth Ellen Herbert and John Allen Herbert, infants, for the purpose of instituting a suit in the Circuit Court for St. Mary's County, Maryland, sitting in Equity, entitled as above.

M. Naomi Yates.

Filed Mar. 8, 1938.

Subpoena To Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To Ruth Ellen Herbert, John Allen Herbert (both infants) of Charles Greeting:

We Command And Enjoin You, that all excuses put aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County on the First Monday of April, 1938 to answer the Bill of Complaint of M. Naomi Yates, next friend to Ruth Ellen Herbert, et al., infants, for sale of infants' interests in

1149 M. E.

real estate of Elaine Rheinhurst Herbert, decd. against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.
Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 8th. day of March, 1938.
Issued 8th. day of March, 1938.
(Court Seal)
Jos. M. Mattingly
Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Marys County, Maryland, within fifteen days after the return day.

Received 10th day of Mch. 1938 and forthwith delivered to the Sheriff of Charles County. Test:
W. M. Albrittain
Clerk.

Summoned the within named Ruth L. Herbert and John Allen Herbert, infants, by reading summons to them and by leaving copies of this summons with their legal guardian, M. Naomi Yates.
Russell T. Howard
Sheriff.

Filed March 21, 1938.

Petition for appointment of Guardian ad Litem, Order of Court, appointing Guardian ad Litem and Answer of ~~Guard~~ Infant Defendants by their Guardian ad litem.

To the Honorable the Judges of said Court:
The Petition of M. Naomi Yates, next friend of Ruth Ellen Herbert and John Allen Herbert, the Plaintiff in the above entitled case, respectfully set forth:
That, as will appear from the proceedings in this cause, the said Ruth Ellen Herbert and John Allen Herbert, infants in law, have been fully summoned to appear and answer the Bill of Complaint in said cause. But, being infants, they cannot answer and defend this suit for themselves.
Wherefore, your Petitioner prays your Honors to appoint a guardian ad litem to appear and answer for said infant Defendants.
And, as in duty bound, etc.

Rudolf A. Carrico
Solicitor for Petitioner.

Ordered this 9th day of April in the year, 1938 by the Circuit Court for St. Mary's County Maryland, in Equity, upon the aforegoing Petition of M. Naomi Yates, next friend of Ruth Ellen Herbert and John Allen Herbert, infants, that Joseph M. Mattingly be and he is hereby appointed Guardian ad litem to appear and answer for Ruth Ellen Herbert and John Allen Herbert, the infant Defendants in the aforegoing cause.

Wm. Merrell Lakes,
Judge.

The Answer of Ruth Ellen Herbert and John Allen Herbert, infants, by Joseph M. Mattingly, Guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint of M. Naomi Yates, their next friend, against them in this Court exhibited respectfully sets forth.

That these Defendants being infants, cannot admit any of the matters and things in said Bill alleged and submit their right thereunder to the protection of this Court.

And as in duty bound, etc.

Jos. M. Mattingly
Guardian ad litem

Filed Apr. 9, 1938.

Petition To Take Depositions And Order Of Court Thereon.

To the Honorable, the Judges of said Court:

The Petition of M. Naomi Yates, next friend of Ruth Ellen Herbert and John Allen Herbert, infants, respectfully sets forth:

That it will appear by the proceedings in this cause, the Defendants, Ruth Ellen Herbert and John Allen Herbert are infants and have been duly summoned to appear and answer the Bill of Complaint filed against him.

That being infants, this Court has duly appointed Joseph M. Mattingly Guardian ad litem to appear and answer on behalf of said infants, the Bill of Complaint filed in this cause and that the said Guardian ad litem has duly filed his answer in the premises.

Your Petitioner is advised that it is necessary for her to take depositions to prove the allegations of the Bill of Complaint, and, therefore, prays this Court to pass an order authorizing and directing your said Petitioner to take such depositions before one of the said Examiners

1849 N. E.

of this Court.
And as in duty bound, etc.

Rudolf A. Carrico
Solicitor for Petitioner.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 23rd day of April in the year 1938, upon the aforegoing Petition, that Issue be and the same is hereby granted to the Petitioner to take depositions in the above entitled cause, before one of the standing Examiners of this Court.

Wm. Mennell Lokey,
Judge.

Filed April 23, 1938.

Examiner's return of Testimony, together with three exhibits filed with Bill of Complaint

To the Honorable, the Judges of the said Court:
The above cause being at issue and notice having been given me by the Solicitor for the complainants of a desire to take testimony in the same (leave of Court having been first obtained) I, C. Henry Camalier one of the Standing Examiners of the Circuit Court for St. Mary's County, Maryland, in equity, duly appointed, qualified and sworn, met at my office in Leonardtown, St. Mary's County, Maryland, on the 23rd day of April, 1938, and assigned the 26th day of April, at 10 o'clock A. M. as the day and time and my office in Leonardtown, St. Mary's County, Maryland as the place for the examination of witnesses in the said cause, at which last mentioned day, time and place, I attended, having given previous notice of such a meeting and in the presence of the Solicitor for the Plaintiff, the witnesses, to take the following questions and the answers thereto, when.

(Rudolf A. Carrico, Solicitor for Plaintiff.
No appearance being entered for the Defendants.

Mrs. M. Neomi Yates, a witness of lawful age, being produced, and by me duly sworn, testifies as follows to interrogatories propounded.

Q. State your name, age, residence and occupation.
A. M. Neomi Yates, over 21 years of age; residence, New Park, Charles County, Maryland; occupation, housewife.
Q. Do you know the parties to this suit?
A. Yes. I am M. Neomi Yates, named as next friend of Ruth Ellen Herbert and John Allen Herbert, infants; Ruth Ellen Herbert and John Allen Herbert

are the children of my deceased brother, John Allen Herbert. I am the legal guardian for these infants, they being 9 and 11 years of age respectively.
Q. Do you know or did you know Elaine Rhinehart Herbert? If yes, is she living or dead, and, if dead, when and where did she die?
A. Yes. She was my mother, and died at her home at New Port Charles County, Md. on August ninth, 1917.
Q. Did she leave a last will and testament?
A. She did not.
Q. Can you state whether or not the estate of Elaine Rhinehart Herbert was ever administered?
A. No. I don't know whether or not Elaine Rhinehart Herbert left surviving her any heirs, and if yes, can you name her nearest kin and heirs at law?
A. Yes. Her nearest of kin and heirs at law were her husband, Leonard L. Herbert, and her five children, namely, Victor Herbert, Leon Herbert, Ruth Herbert, John Allen Herbert, and myself.
Q. Do you know whether or not Elaine Rhinehart Herbert left any property?
A. Yes. I do know that she left real property and that among the property that she left was a farm in Patuxent Marine County, ~~Maryland~~, containing 284 acres of land, more or less, known as "Middle Farm."
Q. Do you know John Allen Herbert, and if yes, is he living or dead?
A. As I stated above John Allen Herbert is my brother; he is dead, having died at Lothair, in the year 1931.
Q. Do you know whether or not John Allen Herbert left surviving him any heirs at law?
A. Yes, my brother, John Allen, left surviving him as his nearest of kin and heirs at law, his widow, Ruth Herbert, and two children, as follows: Ruth Ellen Herbert, who is 9 years of age and whose residence is New Port, Charles County, Md.; John Allen Herbert, who is 11 years of age and whose residence is New Port, Charles County, Md.
Q. Do you know whether or not John Allen Herbert left a last will and testament?
A. I know that he did not.
Q. Do you know whether or not the estate of John Allen Herbert has been administered?
A. Yes, his estate is being administered upon at this time, and the debts of the estate have been paid up to date.
Q. Do you know whether John Allen Herbert left any

1849 N.E.

real property?
A. Yes, he did leave real property both in Charles County and in Saint Mary's County he having two-fifteenth interest (2/15 interest) in a farm in the fourth election district in Saint Mary's County, 284 acres, more or less, known as "Middle Farm."
Q. Do you know or did you know Leonard D. Herbert, and if yes, is he living or dead, and if dead, when and where did he die?
A. Yes. He was my father, and he died at his home at New Port, Charles County, Md., on November 26, 1936.
Q. Did he leave a last will and testament?
A. He did not.
Q. Do you know whether or not his estate has been or is being administered upon?
A. Yes, his estate is at present being administered upon and debts of the estate have been paid to date.
Q. Do you know whether or not Leonard D. Herbert left surviving him any heirs at law, and if yes, will you name them?
A. My father left surviving him as his nearest of kin and heirs at law, his widow, Blanche B. Herbert, and four children, as follows: Victor Herbert, who is 37, who resides in Charles County, Md., and whose wife is Dorothy Herbert; Leo Herbert, who is 44 years of age, whose residence is La Plata, Charles County, Md. and whose wife is Lonnie Herbert; Ruth Herbert, who is known as Sister Mary Gloria, who is 40 years of age, and whose residence is Lancaster, Pa.; and myself, my age and residence having been given above; my father also left surviving him as his nearest of kin and heirs at law, two grandchildren, namely, Ruth Ellen Herbert, who is, as I stated above, 9 years of age and resides at New Port, Charles County, Md., and John Allen Herbert, son of my deceased brother, John Allen Herbert, who is 11 years of age, and whose residence is New Port, Charles County, Md.
Q. The bill of complaint in this cause exhibited states that included in the estate in Saint Mary's County of your deceased father was a tract of land known as "Middle Farm," containing 284 acres, of land. If you are familiar with this property, will you give a description of it as to its quantity, quality, and character of improvements and state what in your judgment is its worth?
A. I am very familiar with this property, having seen it many times. It is supposed to contain 284 acres more or less. About two-thirds of this is clear,

and tenable, but the tenable land for the most part is only in fair condition; in fact most of it has grown up and has to be cleared and built up before a productive crop can be made on it. The other one-third has timber on it, but this timber is not the type that is marketable and can only be used for wood. The property is improved by one two-story six-room dwelling and one barn. The barn is in good shape but the house is very badly in need of repairs. I consider $8000 an exceptionally good price for this property. As a matter of fact, my brothers and sister who are of age and myself have entered into a contract with Samuel Chester Long for the sale of this property to him for $8000; also as a party to this contract, I signed as a near friend of the two infants named in this Bill of Complaint.

Q. Is the real estate that you have described and which you with your brothers and sister and others hold as tenants in common susceptible to division or partition among you without loss or injury?

A. It is not. The property is only valuable as a farm, and to undertake to subdivide would be most disastrous to its real value.

Q. Do you think it would be for the best interest of John Allen Herbert and Ruth Ellen Herbert, the infants in this cause, as well as the other parties in interest, to sell this property and divide the proceeds therefrom among the parties in interest?

A. It would unquestionably for the best interest of the infants, as well as for all us to sell the property at the price we have agreed upon the contract referred to and to divide the proceeds according to the several interests appear. The property is depreciating in value due to the fact that since my father's death, there has been very little done to improve the land, and the buildings and the dwelling on the farm is badly in need of repairs. A considerable amount of money must be spent on the farm in order to build it up to its highest productive value, and the heirs to this farm are not in a position to do this, and I am convinced that if the farm is allowed to remain in its present condition it will continue to depreciate and ultimately be worth a great deal less than the price that we can now obtain for it. I know that if the infants' part of the purchase price agreed upon is properly invested at this time, it will during the remainder of their minority produce more income or revenue than they will receive as their part of the proceeds of the farm during that period.

1849 M.C.

In response to the general interrogatory duly propounded in accordance with rule 39, in equity, the witness replied: "I do not."

Test:
C. Henry Camalier.

M. Naomi Yates

(Solicitor for the Plaintiffs filed with Examiner Filed from Edmund L. Sheilburn, et al to Elaine L. L. Herbert Marked Plaintiffs Examiners Exhibit No. 1; Filed from Annie Ruth Herbert to Leonard L. Herbert, marked Examiner's Exhibit No. 2: Agreement Blanche B. Herbert, et al, and Samuel C. Long, marked Plaintiffs Examiner's Exhibit No. 3).

Daniel N. Davis, a competent witness, being produced before me the solicitor for the plaintiff, after being duly sworn, deposes and testifies as follows.

Q. State your name, age, residence and occupation.
A. Daniel N. Davis, 43 years of age, Chaptico, Saint Mary's County, Md., garbage man.
Q. Do you know the parties to this suit: Neone Yates, nearest friend of Ruth Ellen Herbert and John Allen Herbert versus Ruth Ellen Herbert and John Allen Herbert?
A. Yes, I know the parties to this suit very well.
Q. Do you know whether or not John Allen Herbert and Ruth Ellen Herbert are infants?
A. I do know that they are under 21. I do not know their exact age.
Q. Do you know or did you know Elaine Sheilburn Herbert, and if yes, is she living or dead, do you know when she died?
A. Yes, I knew her. She is dead, having departed her life about 15 or 18 years ago.
Q. Do you know or did you know John Allen Herbert. ~~and~~ if so is he living or dead, and if dead, when did he die?
A. I did know John Allen Herbert very well. He is dead, having departed his life about 5- or 6 years ago.
Q. Do you know or did you know Leonard L. Herbert, and if so, is he living or dead, and if dead, when did he die?
A. Yes, I knew him. He is dead, having departed his life about one and a half years ago.
Q. Are you familiar with the piece of property in Saint Mary's County known as "Middle Farm", which Leonard L. Herbert died seized and possessed of interest in? If so, will you kindly describe it?

Q. Yes. I am very familiar with this property. I live about six miles from it. It contains about 280 acres more or less. About two-thirds of this land is tenable, but for the most part in bad shape, having grown up in bushes and small trees etc., some of the tenable land having not been worked for a long time. The buildings consist of a two story four or five room house and is only in a fair condition; indeed it is very badly in need of repairs at this time; and a barn which is also in need of repairs; and a corn house and stable, both being in very bad shape and in need of repair. This property is about six miles from Chapkis, in the fourth Election district of Saint Mary's County, on the Wicomico River. It is about two miles from the State road and the road into the place is in bad shape and hard to travel over in Winter time.

Q. Will you state what in your opinion is a fair market price for this property?

Q. Knowing the condition of the buildings and the land as I do, I consider $8000, the price which I understand that the owners have agreed to sell this property for, it an excellent price for it.

Q. Is the real estate that you have described susceptible of division or partition without loss and injury to its owners?

Q. It is not. The property is only valuable as a farm and to divide it would ruin the farm.

Q. Do you think it would be for the best interest of Ruth Ellen Herbert and John Allen Herbert, infants who have an interest in this property, to sell their interest in the property and have the proceeds from the sale invested for them?

Q. Yes, I believe that it would be better for the infants to sell the interest that they have in the property and have the proceeds from the sale invested in some productive fund, the income of which to go to them. Indeed, if some improvements are not made on this farm at this time, the farm will continue to depreciate in value and in the near future the owners will be unable to obtain the price that they have been offered for it.

In answer to the general interrogatory duly propounded in accordance with rule 39 in equity, the witness replied: "I do not."

Daniel N. Harris.

Test:

C. Henry Camalier

Jack M. Fowler, a witness of lawful age, being produced by me duly sworn, testifies as follows to interrogatories

propounded.
Q. State your name, age, residence, and occupation.
A. Zack M. Fowler. 41 years of age, Chaptico, Saint Marys County, Md., merchant.
Q. Do you know the parties to this suit: M. Naomi Yates, nearest friend of Ruth Ellen Herbert and John Allen Herbert versus Ruth Ellen Herbert and John Allen Herbert?
A. Yes I know the parties to this suit very well. I do not know the ages but I do know they are under 21 years.
Q. Do you know or did you know Elaine Sherwin Herbert, and is she living or dead? If dead, when did she die?
A. Yes, I knew her and I know she is dead, but I do not know when she died or what year she died.
Q. Do you know whether Elaine Sherwin Herbert left any real property as part of her estate?
A. Yes I know that she left a farm in the fourth election district of Saint Marys County about six miles from Chaptico.
Q. Do you know or did you know John Allen Herbert and if so, is he living or dead, and if dead, when did he die?
A. Yes, I knew him. He is dead, having departed his life about six years ago.
Q. Do you know whether or not John Allen Herbert had an interest in any property in Saint Marys County?
A. Yes, I do know that he inherited an interest from the farm I state, spoken about above, known as the "Middle Farm" in the fourth election district, he having inherited this interest from his mother, Elaine Sherwin Herbert.
Q. Do you know or did you know Lemard L. Herbert, and is he living or dead? If dead, when did he die?
A. Yes, I knew him. He is dead, having departed his life about one and one half years ago.
Q. Are you familiar with the property mentioned above by you, known as the "Midde Farm"? If so, kindly describe it.
A. Yes, I am thoroughly familiar with this property. It consists of a farm in the fourth election district of Saint Marys County which contains about 280 acres of land more or less. The buildings consist of a four or five room dwelling house and a barn, stable, and corn house. These buildings are in very poor condition and in need of repair at this time. This property is about six miles from Chaptico on the Wicomico River but about two miles from the

State road, and the road that leads into this farm is in bad shape, which takes away from the value of the farm.
Q. Will you state what in your opinion is a fair market price of this property?
A. In my opinion, this property is worth between $7000 and $8000. I understand the owners have agreed to sell for $8000, which is, in my opinion, an exceptionally good price.
Q. Is the real estate that you have described susceptible of division or partition among the owners of the property without loss or injury?
A. It is not. The property is only valuable as a farm and to undertake to subdivide it would be much disastrous to its value.
Q. Do you think it would be for the best interest of the infants, as well as all the owners of this property, to sell it at the price, $8000, which I understand they have agreed to sell it for. The property is depreciating in value all the time, and unless a considerable amount of money is spent on this farm in the near future, it will continue to depreciate in value; and from what I understand the owners of this property are not in a position at this time to give it the attention that they should and spend the money that they should to improve it.

In response to the general interrogatory duly propounded in accordance with rule 39 in equity, the witness answered: "I do not."

Test.
C. Henry Camalier.

Zack M. Fowler

No other witnesses being named or produced to me, I, then at the request of the Solicitor for the Plaintiff closed the depositions taken in the said cause and now return them closed under my hand and seal ~~this~~ to this Honorable Court, together with three exhibits, filed with the Bill of Complaint.

C. Henry Camalier (Seal)
Examiner.

Costs and expense of the above commission on part of the Plaintiff.

Mary Davis,	Witness	.75
Zack M. Fowler,	do.	.75
C. Henry Camalier,	Examiner	$8.00
Meranth Wible,	Clerk.	4.00
		$13.50

Filed April 29, 1938.

Plaintiffs Examiner's Exhibit No. "1."

For "Plaintiffs Examiner's Exhibit No. "1." see Exhibit "A" recorded on page 30 of this book.

Filed April 26-1938
C. Henry Camalier,
Examiner.

Re-filed April 29, 1938.

Plaintiffs Examiner's Exhibit No. "2"

For "Plaintiffs Examiner's Exhibit No. "2", see Exhibit "B" recorded on page 32 of this book.

Filed April 26-1938
C. Henry Camalier,
Examiner.

Re-filed April 29, 1938.

Plaintiffs Examiner's Exhibit No. "3"

For "Plaintiffs Examiner's Exhibit No "3", see Exhibit "C" recorded on page 33 of this book.

Filed April 26-1938.
C. Henry Camalier,
Examiner.

Re-filed April 29, 1938

Certificate of Guardianship

The State of Maryland, Charles County, Sc.

The Subscriber, Register of Wills for Charles County, doth hereby certify that it appears by the Records in his Office, that Letters of Guardianship were on the 19th day of Jan in the year of our Lord one thousand, nine hundred and thirty-seven granted and committed unto M. Naomi Yates as Guardian to John A. Herbert & Ruth E. Herbert infant children of John Allen Herbert, dec'd.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of my Office this 12th day of May in the year of our Lord nineteen hundred and thirty-eight.

Test:

(Reg. of)
(Wills)
(Seal)

Ruth E. Carpenter
Register of Wills of
Charles County.

Maryland, Sc.

I, Ernest N. Henderson, Chief Judge of the Orphans Court of Charles County, in the State aforesaid, do certify, that the aforegoing attestation of Ruth E. Carpenter, Register of Wills of said County, is in due form, and by the proper Officer.

Given under my hand, at La Plata, this 12th day of May in the year of our Lord nineteen

hundred and thirty-eight.

Ernest N. Henderson

State of Maryland, Charles County, Set.

I hereby certify that the Honorable Ernest N. Henderson, by whom the above certificate was given, and who hath hereto subscribed his name, was at the time of so doing, Chief Judge of the Orphans' Court of Charles County, duly elected, commissioned and qualified.

In Testimony, I hereunto subscribe my name and affix the seal of the said Court, this 12 th day of May in the year of our Lord nineteen hundred and thirty-eight.

Test:

(Reg. of Wills (Seal)

Ruth E. Carpenter
Register of Wills of
Charles County.

Filed May 12, 1938

Decree

To The Honorable, the Judges of said Court:

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

It is thereupon this 12 th day of May in the year nineteen hundred and thirty-eight, by the Circuit Court for St. Mary's County, Maryland, in Equity, adjudged, ordered and decreed, that the contracts made and entered into, for and on behalf of said infants by M. Naomi Yates, their next friend, as evidenced by "Exhibit C," filed in these proceedings, be and the same is hereby ratified and confirmed.

And it is further adjudged, ordered and decreed, hereby, that Rudolf A. Carrico be and he is hereby appointed Trustee to receive or collect the total sum of One Thousand Two Hundred and Eight Dollars and Eighty-eight Cents ($1208.88), representing the purchase price of the interest of said infants in the said real estate mentioned in these proceedings, and, upon the payment to him of said sums, and not before, the said Trustee is hereby authorized, empowered and directed to convey a good and sufficient deed, the interest of said infants in said real estate, to Samuel C. Long, the purchaser, his heirs and assigns.

But before the said Trustee shall proceed to execute the trust hereby reposed in him, he shall first file with the Clerk of this Court, a bond in the penalty of fifteen hundred dollars

to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, the Clerk thereof conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future decree or order in this Court in the premises.

And the said Trustee shall bring into this Court, the money arising out of said Contract and the sale thereunder, 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 considerating of the skill, attention, and fidelity wherewith he shall appear to have discharged this trust.

Wm. Mennell Lakin
Judge.

Filed May 12, 1938.

Bond

Know All Men By These Presents.

That We Rudolf A. Carries as principal and the Fidelity & Deposit Co., of Maryland, Baltimore, Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Hundred & 00/100 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 12th. day of May in the year of nineteen hundred and thirty eight.

Whereas, the above bounden Rudolf A. Carries by virtue of a decree of the Honorable the Judge of the Circuit Court for St. Marys County, Md., sitting as a Court of Equity has been appointed Trustee to sell real estate and convey the fee to interest, mentioned in the proceedings in the case of M. Naomi Yates, next friend of Ruth Ellen Herbert and John Allen Herbert, Infants, Vs Ruth Ellen Herbert and John Allen Herbert Infants now pending in this Court being case #1849 N.E.;

Now the condition of this obligation is such, that if the above bounden Rudolf A. Carries do and shall well and faithfully perform the trust reposed in him by any future decree or order in the premises, then the above obligation to be void, otherwise to be made and remain in full force and virtue in law.

Rudolf A. Carrico (Seal)
(Corp.) Fidelity and Deposit
(Seal) Company of Md.
By C. Benedict Greenwell
Agent.

Recorded in Bond Record Liber J. M. M. No. 1,
Folio 94.

Within Bond with Surety hereby approved this 12th
day of May. 1938.

Jos. M. Mattingly
Clerk.

Filed May 12, 1938.

Bill for Premium on Bond.

C. B. Greenwell
Leonardtown, Md.
May 24, 1938.

To Rudolf Carrico, Atty No. 1849 N. E.
Mary Naomi Yates, et al. vs Ruth Ellen Herbert &
John Allen Herbert.
To Premium On Bond $15.00.

Filed May 24, 1938.

Tax Bill
Yr. 1938.

No. 264
Mr. Leonard A. Herbert. Fourth District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1938 due September 1, 1938.
To County Tax on $6760 rate $75 on $100. $50.70
To State Tax on $ " rate 22c on $100 15.52
$66.22

Filed Aug. 16, 1938.

Auditor's Report.
In account with Rudolf Carrico, Trustee.
Costs and expenses of suit

Jos. M. Mattingly, Clerk, his fees	$18.50
Rudolf Carrico, Attorney, his fee	30.00
Rudolf Carrico, Trustee, his commissions	72.52
C. Henry Camalier, Examiner, his fee	8.00
Durant Wible, Stenographer, his fee	4.00
Daniel Davis, Witness, his fee	.75
Zach M. Fowler, Witness, his fee	.75
Russell T. Hayward, Sheriff, Charles County, his fee	2.00
C. Benedict Greenwell, Premium on Bond	10.00
Saint Mary's Beacon, Advertising	10.00
Aloysius F. King, Auditor, his fee	9.00

$165.52

Proceeds from sale of Real Estate	$8,000.00	
Court Costs, this suit	165.52	
Net amount of sale	$7,834.47	
One-half costs paid by Purchaser, by agreement	82.77	
Taxes adjusted to date of transfer of Title	42.11	
Net amount to Vendors	$7,959.25	
Infants' interest in proceeds, 17/22s	1,202.75	
By amount to be disbursed to Infants		$1,202.75
To amount due Ruth Ellen Herbert, 17/22s		$ 601.37½
" " " John Allen Herbert, 17/22s		601.37½
	$1,202.75	$1,202.75

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first marking out the infants' interest in the net amount of sale, and then disbursing this amount to them, as their interests in the Bill of Complaint will more fully appear. It is agreed that the costs of this suit should be divided equally between Vendor and Vendee and it is also agreed that taxes be adjusted to date of transfer of title. Each infant inherits from his and her father a 7/22s interest; and from their grand-father a 3/22s interest, making in all to each infant 17/22s interest.

All of which is respectfully submitted.

Wlay. F. King,
Auditor.

Filed August 18, 1938.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 18th., day of August, in the year 1938 that the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday of September, 1938, provided a copy of this order be published in St. Mary's County, Maryland once in each of four successive weeks before said second Monday of September, 1938.

Jas. M. Mattingly,
Clerk.

Filed August 18, 1938.

Certif. of Pub. of Order Nisi on Auditor's Report

In the Circuit Court for St. Mary's County, Maryland.
This is to certify that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for 4 successive weeks, prior to the 12th of September, 1938 and that the first publication appeared in the issue of August 19, 1938.

A. F. King,
Publisher
Per Alberta Clements

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded on page 250 of this book.

Filed Sept. 23, 1938.

Final Order ratifying and confirming Auditor's Report.

Ordered by the Circuit Court for St. Mary's County Maryland, in equity, this 23rd day of September, in the year nineteen hundred and thirty-seven.

That the Report of the Auditor made, stated and filed in the above entitled case is hereby finally ratified and confirmed, no cause to the contrary to the contrary thereof having been shown, although due notice appears to have been given as shown by the certificate of publication of the Order Nisi and said auditor's Report heretofore filed in this case.

Wm. Merrell Baker
Judge.

Filed Sept. 23, 1938.

1851 M. E.

In the Matter of the sale of the Mortgaged premises of Sally S. Wakeman and Paul V. Wakeman, her husband, by Philip H. Harvey, Jr., Assignee.	In the Circuit Court for St. Marys County, Maryland, in Equity No. 1851 M. E.

Order To Docket Suit, File Mortgage And Set Penalty In Bond.

Mr. Clerk:

Please docket suit as above and file mortgage and statements of mortgage debt and prescribe penalty in the bond of the Assignee.

Philip H. Harvey, Jr.
Attorney-assignee.

Filed April 1, 1938.

Mortgage

This Mortgage, Made this 6th day of July, in the year nineteen hundred and thirty-four, by Sally S. Wakeman and Paul V. Wakeman, her husband, both of St. Marys County, State of Maryland.

Witnesseth Sally S. Wakeman and Paul V. Wakeman, her husband, are justly indebted unto Vernon M. Harvey of Montgomery County, State of Maryland, in the full sum of Four Thousand Dollars, to be repaid with interest thereon, at the rate of six per centum per annum, payable annually, at the expiration of three years from the date of these presents, and have given, therefore, to the said Vernon M. Harvey their promissory note for said principal sum of even date herewith, drawn to his order, and payable three years after date, and also their three promissory interest notes, each for the sum of $240.00 of the same date, to the same order, and payable respectively, one two and three years after date, to better secure the payment of all of which notes as they severally become due, these presents are given.

Now, therefore, this Mortgage witnesseth that in consideration of the premises and of the sum of $1. the said Sally S. Wakeman and Paul V. Wakeman, her husband, do grant and convey unto the said Vernon M. Harvey, his heirs and assigns in fee-simple, all those two tracts of land adjoining each other, on the Patuxent River, situate, lying and being in the Sixth Election District of St. Marys County Maryland called and known as "Part Hells Brooke Manor", and also known as Lot No. 1 and Lot No. 2, each containing 196 acres, more or less, with the exception of that portion thereof, containing 91 21/100 acres, more or less, conveyed by Sally S. Wakeman and Paul V. Wakeman her husband, to Emily Wakeman Hartley, by

deed dated December 18, 1924. and recorded in Liber J. M. M., No. 2, Folio 275, one of the Land Records of St. Mary's County, Maryland, with the exception also of that portion containing approximately 3 3/4 acres of land, more or less, being conveyed to Sarah A. Harvey, by deed from Sally L. Wakeman and Paul N. Wakeman, her husband, of even date, with these presents.

The tracts or parcels of land hereby conveyed containing 296.41 acres of land, more or less, and being the same land which was conveyed to Sallie L. Wakeman, one of the grantors herein, by deed from Elbert Wakeman, dated June 12, 1913, and recorded in Liber E. B. H., No. 11, Folio 302, one of the Land Records of St. Mary's County, Maryland, with the exception as aforesaid, of the tracts or parcels of land conveyed by the said Sally L. Wakeman and Paul N. Wakeman, her husband, to the said Emily Wakeman Hartley and Sarah A. Harvey, respectively.

Together with the buildings and improvements thereon and the rights, roads, ways, 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 Vernon M. Harvey, his heirs and assigns forever.

Provided, that if the said Sally L. Wakeman and Paul N. Wakeman, her husband, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Sally L. Wakeman and Paul N. Wakeman, her husband, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Sally L. Wakeman and Paul N. Wakeman, her husband, for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreements, covenant or condition of this mortgage,

then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Vernon M. Darcy, his personal representatives or assigns, or John N. H. Briscoe, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sales, including a fee of Thirty dollars and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisements or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisements or notice, all expenses incident to said advertisements 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 commission to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagors for themselves and their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representa-

times or assigns, or John H. T. Briscoe 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said Sally S. Wakeman and Paul H. Wakeman, her husband for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Dollars, and to cause the policy to be effected therein, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:
W. N. B. Wise

Sally S. Wakeman (Seal)
Paul H. Wakeman (Seal)

State Of Maryland, St. Mary's County, To Wit:

I Hereby Certify, that on this Sixth day of July, in the year Nineteen hundred and thirty-one before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Sally S. Wakeman and Paul H. Wakeman, her husband, the Mortgagors named in the aforegoing Mortgage, and each acknowledged the aforegoing Mortgage to be his respective act. At the same time also appeared John H. T. Briscoe, Attorney and Agent for the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named Mortgagee, for the purpose of making this Affidavit.

~~(N.P.)~~
~~(Seal)~~

~~W. N. B. Wise,~~
~~Notary Public.~~

Witness my hand and notarial seal.

(N.P.)
(Seal)

W. N. B. Wise
Notary Public.

1821 N.E.

Recived for Record July 7th, 1931, at 10:15- o'clock A.M. Same day recorded in Liber J. M.M. No. 4, Folio 213 &c., one of the Mortgage Records of St. Mary's County, Md., and examined per.

Jos. M. Mattingly,
Clerk.

Cost of Record, $3.75- Paid 7/14/31.

March 30, 1938.

I hereby assign the within mortgage to Philip N. Harsey, Jr. for purpose of foreclosure.

Witness My hand and seal this 30th day of March, 1938.

Test:
C. Henry Camalier.

Vernon M. Harsey (Seal)

Recived this 1st day of April, 1938 at 3:00 oclock, P.M., for record, and same day recorded in Liber J. M.M. No. 4, folio 214 one of the Mortgage records of St. Mary's County and examined per me.

Jos. M. Mattingly,
Clerk.

Filed April 1, 1938.

Statement Of Mortgage Debt.

July 6th 1931 Amount of principal sum	$4000.00
Interest on mortgage from July 6, 1931 to April 1st 1938.	$1616.00
Interest on Mortgage from April 1st 1938	

Filed April 1, 1938.

Order Prescribing Penalty In Bond Of Assignee.

Whereas, under and by virtue of the power of sale contained in a mortgage dated July 6th 1931 from Sally L. Wakeman and Paul W. Wakeman, her husband, to Vernon M. Harsey and recorded among the Land Records of St Mary's County, Maryland, in Liber J. M. M. No. 4 Folio 213, and duly assigned to Philip N. Harsey, Jr. for the purpose of foreclosure, the said assignee has expressed his intentions to sell the property described therein and has requested the Clerk of the Circuit Court for St. Mary's County, Maryland, to prescribe the penalty in the bond to be given by said assignee.

Now therefore, I Joseph M. Mattingly, Clerk of the Circuit Court for St. Mary's County, Maryland do prescribe the penalty in the bond to be given by said assignee to the Sum Thousand Dollars.

Witness my hand this 1st day of April, 1938.

Jos. M. Mattingly
Clerk of the Circuit
Court for St. Mary's
County, Maryland.

Filed April 1, 1938.

Bond

Know All Men By These Presents, That we Philip W. Harvey Jr. of St. Marys County as principal and The New Amsterdam Casualty Company a body corporate, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand Dollars, current money, to be paid to the State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 26 th day of April in the year nineteen hundred and thirty-eight.

Whereas the above bounden Philip W. Harvey Jr. Attorney-Assignee, by virtue of the power of sale contained in a mortgage from Sallie F. Wakeman and Paul W. Wakeman, her husband, to Vernon M. Harvey dated July 6 th, 1921 and recorded among the Land Records of St. Marys County in Mortgage Liber J. M. W. No. 4 Folio 213 etc. Said mortgage having been duly assigned to Philip W. Harvey Jr., attorney for the purpose of foreclosure, which mortgage contains the power of sale in case of default, and default having occurred, said attorney-assignee has caused suit to be docketed "In the matter of the sale of the mortgaged premises of Sallie F. Wakeman and Paul W. Wakeman by Philip W. Harvey Jr., Assignee" being No. 1 & 5-1, N. E. in the Circuit Court for St. Marys County, Maryland, now pending.

Now The Condition of the above obligation is such, that if the above bounden Philip W. Harvey Jr. do and shall well and faithfully perform the trust reposed in him as Attorney-Assignee of said mortgage or that may be reposed in him by any and decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

1851 N. E.

Signed, sealed and delivered in the presence of Stephen G. King (Corp.) (Seal)

Philip N. Harsey Jr. (Seal)
New Amsterdam Casualty Company
By the Trustee
Attorney in Fact.

Recorded in Bond Record Liber J. M. M. No. 1. Folio 94.

I hereby approve the within Bond this 26th day of April 1938.

Jos. M. Mattingly
Clerk of the Circuit Court for St. Mary's County, Maryland.

Filed April 26, 1938.

Certificate of Publication

In The Circuit Court for St. Mary's County, Maryland.

This is to certify that the annexed Notice of Sale has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, once a week for 4 successive weeks, prior to April 26th, 1938 and that the first publication appeared in the issue of April 1st, 1938.

Philip N. Harsey Jr.,
Publisher.

(Philip N. Harsey Jr.,
Solicitor)

Assignee's Sale of Valuable Waterfront Property Situated on the Patuxent River, in St. Mary's County, Maryland and known as "Part Wella Brooke Manor."

Under and by virtue of the power of sale contained in a mortgage from Ruby L. Wakeman and Paul H. Wakeman, her husband, to Vernon M. Harsey, dated July 6, 1931, and recorded among the Land Records of St. Mary's County, in Mortgage Liber J. M. M. No. 4, folio 213, etc., said mortgage having been duly assigned to Philip N. Harsey, Jr., attorney, for the purpose of foreclosure, default having occurred thereon, the undersigned assignee will sell at public auction, at the Court House door in Leonardtown, Maryland on Tuesday, April 26th, 1938, at 1:30 o'clock P. M., all that certain farm, tract or tracts of land situate in St. Mary's County, Maryland and described as follows:

All those two tracts of land adjoining each other on the Patuxent River, situate, lying and being in the Fifth Election District of St. Mary's

County, Maryland, called and known as "Part Wells Brooke Manor," and also known as Lot No 1 and Lot No. 2, each containing one hundred and ninety-six (196) acres of land, more or less, with the exception of that portion thereof containing ninety-one and twenty-one twenty-fifths (91 21/25) acres, more or less, conveyed by Sally A. Wakeman and Paul H. Wakeman, her husband, to Emily Wakeman Hartley by deed dated December 18, 1928 and recorded in Liber J. M. M. No. 2, folio 275, one of the Land Records of St. Mary's County Maryland, with the exception also of that portion containing approximately three and three-fourths (3 3/4) acres of land, more or less, being conveyed to Sarah H. Harvey from Sally A. Wakeman and Paul H. Wakeman, her husband, by deed dated July 6, 1931.

The tracts or parcels of land hereby conveyed containing two hundred and ninety-six and forty-one one hundredths (296.41) acres of land, more or less, and being the same land which was conveyed to Sally A. Wakeman, one of the mortgagors, by deed from Elbert Wakeman, dated June 12, 1913 and recorded in Liber E. B. H. No. 11, folio 305, one of the Land Records of St. Mary's County Maryland, with the exception as aforesaid of the tracts or parcels of land conveyed by the said Sally A. Wakeman and Paul H. Wakeman, her husband, to the said Emily Wakeman Hartley and Sarah H. Harvey, respectively.

This property is located on the Patuxent River, and is estimated to have about three-fourths of a mile of waterfront on said river. This is recognized as one of the finest hunting shores on the Patuxent River. The land is adapted to the growth of all staple crops, especially tobacco, and is improved with a dwelling in fair repair, barns and other necessary outbuildings.

Terms Of Sale:- A deposit of $500.00 will be required of the purchaser or purchasers on the day and at the time of sale. Balance of the purchase money to be paid by the Court. Condemning, recording and State and Federal Revenue Stamps to be paid for by the purchaser or purchasers.

Philip H. Darsey, Jr.,
Assignee
Chas. P. Abell,
Auctioneer.

Filed Apr. 26, 1938.

1871 M.C.

Report of Sale

To the Honorable the Judge of the Circuit Court for St. Marys County:

The report of Philip H. Harvey Jr., assignee for the purpose of foreclosure, of a mortgage from Sally L. Wakeman and Paul W. Wakeman to Vernon M. Harvey dated July 6th 1931 and recorded among the Land Records of St. Marys County in Mortgage Liber J. M. M. No. 4 Folio 213 etc. Said mortgage containing the power of sale in case of default and default having occurred and said mortgaged having been duly assigned by said mortgagee to Philip H. Harvey Jr. for the purpose of foreclosure, the said undersigned assignee, became empowered to make sale of the real estate therein mentioned.

This report therefore respectfully shows; That after giving Bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the St. Marys Enterprise, a weekly newspaper published in said St. Marys County for at least twenty days in four successive issues before the day of sale, he did pursuant to said notice attend at the Court House Door in Leonardtown, Maryland, on April 26th at the hour of 1:30 P. M. and then and there proceeded to sell said property in manner following, that is to say:

The undersigned assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situated in the Sixth Election District of St. Marys County, Maryland, and described as follows: All those two tracts of land adjoining each other on the Patuxent River called and known as "Park Hall Brooke Manor" and also known as Lot No. 1 and Lot No. 2 each containing 196 acres of land, more or less, with the exception of that portion thereof containing ninety-one and twenty-one twenty-fifths acres of land, more or less, conveyed by Sally L. Wakeman and Paul W. Wakeman, her husband, to Emily Wakeman Hartley by deed dated December 18th 1923 and recorded in Liber J. M. M. No. 2 folio 275, one of the Land Records of St. Marys County, Maryland, with the exception also of that portion containing approximately three and three-fourths acres of land, more or less, conveyed to

Sarah A. Harsey from Sally L. Wakeman and Paul W. Wakeman by deed dated July 6th 1931. The tracts or parcels of land above described containing 296.41 acres of land, more or less, and being the same land which was conveyed to Sally L. Wakeman by deed from Elbert Wakeman dated June 12th 1913 and recorded in Liber E. B. A. No. 11, Folio 302, one of the Land Records of St. Mary's County Maryland, with the exception as aforesaid of the tracts or parcels of land conveyed by the said Sally L. Wakeman and Paul W. Wakeman her husband, to the said Emily Wakeman Hartley and Sarah A. Harsey, respectively.

And the undersigned assignee sold the above described property to Vernon M. Harsey for the sum of Five Thousand Dollars ($5000.00), he being at that sum the highest bidder therefor, the terms of said sale being: a deposit of $500.00 on the day and at the time of sale; the balance of the purchase money to be paid in cash upon ratification of the sale by the Court. And your undersigned assignee beg leave to report that the purchaser has complied with the terms of sale by paying the deposit of $500.00 and feels confident that the balance will be paid upon ratification of this Court.

Respectfully submitted

P Philip H. Harsey, Jr.
Assignee.

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 27th day of April 1938 before me the subscriber, the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared Philip H. Harsey Jr., assignee named in the above report of sale and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein ~~xxxx~~ reported was fairly made.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed April 27, 1938.

Order Nisi

Ordered by the Circuit Court for St. Mary's County Maryland, this 27th day of April, 1938, that the sale made and reported by Philip H. Harsey Jr., Attorney-Assignee, of the property mentioned in the proceedings in the

1851 M.E.

above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the fourth Monday of May 1938: Provided a copy of this Order be inserted and published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said fourth Monday of May next.

The report states the amount of the sale to be $7000.00

Jos. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed April 27, 1938.

Auctioneer's Certificate

I hereby certify that I acted as auctioneer of the property sold on April 26th, 1938 at 1:30 p.m. at the Court House Door in Leonardtown, Md. by Philip N. Harvey Jr. assignee, and that same was offered at public auction and sold to Vernon M. Harvey for the sum of $7000.00 which was the highest bid obtained. I further certify that the said sale was fairly made.

Chas. P. Abell
Auctioneer

Filed Apr. 27, 1938.

Certificate of Publication of Order Nisi on Sale.

In The Orphans' Court for St. Mary's County, Maryland.

This is to certify that the appended Notice to Creditors has been published in the Saint Mary's Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks, prior to the 4th Monday of May 1938, and that the first publication appeared in the issue of April 29 1938.

Philip N. Harvey Jr.
Publisher.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 27th day of April, 1938, that the sale made and reported by Philip N. Harvey, Jr., Attorney-Assignee, of the property mentioned in the proceedings in the above entitled case, be ratified and confirmed unless cause to the contrary be shown on or before the fourth Monday of May, 1938: provided a copy of this order be inserted and published in some

newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said fourth Monday of May, next.

The report states the amount of the sale to be $5,000.00.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

True Copy-Test:
Jos. M. Mattingly,
Clerk.

Filed May 28, 1938.

Order Of Court Finally Ratifying Sale And Referring Case To Auditor.

Ordered by the Circuit Court for St. Mary's County Maryland, sitting in Equity this 31st day of May 1938 that the sale made and reported by Philip N. Harvey Jr. assignee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary, have 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.

And it is further ordered that the papers in the case be and they are hereby referred to the auditor of this Court to state an account.

Wm. Merrell Baker
Judge.

Filed May 31, 1938.

Bill
St. Mary's Enterprise
Philip N. Harvey, Jr., Assignee
of Mortgage From Rallie D. Wakeman et al to
Vernon M. Harvey.

1938				
April 1	Assignee's Sale	15" @ $1.50		22.50
" 8	" "	12" @ 75¢		11.25
" 15	" "	15" @ 75¢		11.25
" 22	" "	15" @ 75¢		11.25
" 29	Order Nisi on Sale			7.50
	" " "	Auditor's Report		7.50
				$71.25

Filed June 7, 1938.

1851 M. E.

Tax Bill - 1937

No. 342
Fallie R. Wakeman 6 District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1937 Due September 1, 1937.

To County Tax on $3465 rate $1.05 on $100		$36.39
To State Tax on $ " rate 22½c on $100		7.72
		44.11
To interest on County Tax from Sept. 1, 1937		2.30
To interest on State Tax from Sept. 1, 1937		.48
Paid Sep 24 1938.		$46.89

Received Payment
Harrison Hobbs,
County Treasurer,
St. Marys County.

Filed June 7, 1938.

Bill
New Amsterdam Casualty Co.
Baltimore, Md.
May 28, 1938.

Mr. Philip H. Harvey, Jr.
Leonardtown, Md.
New Amsterdam Casualty Company
Ike Weiner.
4-26-38 91832 Assignee of Mtge. re:
Vernon Raney et ux:
Paul V. Wakeman &
Fallie Wakeman, his wife $28.00 Previously billed 4-30-38.

Paid in full
May 6th, 1938
Ike Weiner.

Filed June 7, 1938.

Auditor's Report
In account with Philip H. Harvey, Jr., Attorney-Assignee.

By proceeds from sale, per his report			$2000.00
To amount due	Jos. M. Mattingly Clerk, his fees	$	18.50
" " "	Philip H. Harvey Jr. Attorney-Assigne Commis.		200.00
" " "	Philip H. Harvey, Jr. Attorney, his fee		30.00
" " "	New Amsterdam Casualty Co., Use Trustee		28.00
" " "	Charles C. Abell, Auctioneer, his fee		5.00
" " "	St. Marys Enterprise, Advertising		6.38

To amount due Harrison Hobbs, Co. Treas.,
Taxes, 1937 $ 46.30
" " " Clayton F. King, Auditor,
his fee 9.00
" " distributable to Mortgagee $4,493.82
$5,000.00 $5,000.00

By amount distributable to Mortgagee as above $4,493.82
To amount due Vernon M. Harvey,
holder of Mortgage
to apply on Mort-
gage debt and in-
terest to date of
sale $ 5,633.32 $4,493.82
$4,493.82 $4,493.82

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled case, and from them has stated the within account, first charging the Attorney-Assignee with the proceeds from sale, and, after crediting him with the costs and expenses of suit and taxes, the net balance is distributed to Vernon M. Harvey, Holder of Mortgage, in part payment of his Mortgage principal and interest to date of sale, leaving a deficiency to say said amount, amounting to $1,139.50.

All of which is respectfully submitted.

Clay. F. King,
Auditor.

Filed June 8, 1938.

Order Nisi on Auditor's Report.

In account with Philip H. Harvey, Jr., Attorney-Assignee.

Ordered by the Circuit Court for Saint Mary's County, Maryland, this 14th day of June, 1938, that the report of the auditor, made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday in July, 1938, provided a copy of this Order Nisi be published in some newspaper published in Saint Mary's County, Maryland, once a week in each of four successive weeks prior to the said second Monday in July, 1938.

Jos. M. Mattingly
Clerk of the Circuit
Court for Saint Mary's
County, Maryland.

Filed June 14, 1938.

1851 H.E.

Certificate of Publication Order Nisi on Auditor's Report.

In The Circuit Court for St. Mary's County, Maryland

This is to certify that the appended Order Nisi has been published in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County Maryland once a week for 4 successive weeks, prior to the 2nd Monday of July, 1938 and that the first publication appeared in the issue of June 17th, 1938.

Philip N. Harvey Jr.
Publishers

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded on page 62 of this book.

Filed Sept. 26, 1938.

Order Of Final Ratification Of Auditor's Report.

Ordered by the Circuit Court for St. Mary's County Maryland in Equity, this 26 day of September, 1938 that the account of the Auditor, made, stated and filed in the above case be finally ratified and confirmed no cause to the contrary appearing although notice appears to have been given according to the certificate of publication of the order nisi attached hereto.

Wm. Mearell Loker,
Judge.

Filed Sept. 26, 1938

Mrs. Mary E. Wood Thompson and William N. Thompson, her husband;
Harry M. Wood and Mrs. Harry M. Wood, his wife;
J. Stephen Wood and Lucie Wood, his wife;
Henry A. Wood and Mathie Wood, his wife;
Mrs. Fannie Payne Wood, Widow;
Kathleen Wood Knight;
Verna Wood Hayden;
Jessie Wood Martin; and
Willie Wood;

Complainants.

Vs.

Mrs. Sarah Wood Thompson and Peter N. Thompson,

Defendants.

In the Circuit Court for St. Mary's County, Maryland, in Equity. No: 1822 N.E.

Bill of Complaint for Sale of Real Estate, via Partition

To The Honorable, the Judges of said Court:

Your Orators, Complaining, say:

First: That George W. Wood, late of St. Mary's County, Maryland, deceased, was the owner, in Fee Simple, of the hereinafter described real estate at the time of his death, situated in the Sixth Election District of St. Mary's County, Md. and described as follows:

All that tract or parcel of land conveyed to the said George W. Wood by deed dated March 23d, 1896, from John N. Leach, et. al., said deed being recorded among the Land Records of St. Mary's County, Md., in Liber J. J. S. No. 3, Folio 402, containing One Hundred Acres of Land more or less, as will appear from a certified copy of the record of said deed hereunto filed as part hereof marked "Exhibit A";

Second: That the said George W. Wood departed this life, in St. Mary's County, Md., intestate, on or about Feb. 25th., 1927, leaving surviving him, no widow, or descendants, but leaving the following half-brothers, half-sisters, and widow and children of a half-brother, who are his only heirs at law and next of kin, to wit: a half-sister, Mrs. Mary E. Wood Thompson whose husband is William N. Thompson; a half-brother, Harry M. Wood whose wife is Mrs. Harry M. Wood; a half brother, J. Stephen Wood, whose wife is Lucie Wood; a half brother, Henry A. Wood, whose wife is Mathie Wood; a half-brother, Wilson Wood, who died in St. Mary's County, Md., sometime during the

March of June, 1937, intestate, leaving surviving him, as his only heirs at law and next of kin, Ida Widow, Fannie Payne Wood, a daughter, Kathleen Wood Knight; a daughter, Virna Wood Hayden; a daughter, Josie Wood Harris; and a son Willie Woods all of whom are adults and are the complainants in this case; and the said George W. Woods also left, surviving him, a half-sister, Mrs. Sarah Wood Thompson, whose husband is Peter N. Thompson, adults, residents of St. Marys County, Md., who are the defendants in this case.

Third: That the aforementioned real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that the said real estate be sold, and the proceeds thereof be divided among 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 Orators and the heirs at law as aforesaid of the said George W. Woods, late of St. Marys County, Md., deceased, hereinbefore named and referred to, according to their respective rights and interests;

(3) That Your Orators may have such other and further relief as their cause may require;

May it please Your Honor to grant unto Your Orators the Writ of Subpoena directed to Mrs. Sarah Wood Thompson and Peter N. Thompson, residents of St. Marys County, Md., commanding them to be and appear in this Court at some certain day to be named therein, and answer the premises and abide by and perform such Decree as may be passed therein.

And as in Duty Bound, Etc.;

Lowe & Bailey
Attorneys for the Complainants.

Filed April 8, 1938.

Exhibit A.

This Deed, made this 23rd day of March in the year of our Lord One Thousand Eight Hundred and ninety-six, by and John H. Leach and Virginia A. Leach, his wife and John B. Leach and Laura Leach his wife and Mary C. Leach of Baltimore, Maryland.

Witnesseth, That in consideration of Four Hundred Dollars, We the said John H. Leach and Virginia A.

Leach his wife and John B. Leach and Laura Leach his wife and Mary C. Leach do grant unto George H. Harris of Saint Marys County Maryland, all that tract or parcel of land situate in Saint Marys County Marylands and lying and being in the Sixth Election dist. of the said County and State, and being the same tract or parcel of land which was conveyed to the said Virginia A. Leach by the late John Leach and Mary Leach his wife on the second day of July in the year 1878, the said tract also being the one third portion of the farm on which the said John Leach and Mary his wife resided at the time of their respective death and containing one hundred acres more or less.

Witness our hands and seals the day and year first above written.

Test:
L. Magruder Tubman

John H. Leach (Seal)
Virginia A. Leach (Seal)
John B. Leach (Seal)
Laura Leach (Seal)
Mary C. Leach (Seal)

State of Maryland Baltimore City to-wit:

I Hereby certify that on this twenty third day of March in the year Eighteen hundred and ninety six before me the subscriber a Justice of the Peace of said State in and for the City aforesaid personally appeared John H. Leach and Virginia A. Leach his wife and John B. Leach and Laura Leach his wife and Mary C. Leach and acknowledged the foregoing deed to be their respective act.

L. Magruder Tubman, J.P.

State of Maryland. Baltimore City, Set.

I Hereby certify, that L. Magruder Tubman, Esquire, before whom the annexed acknowledgments were made and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 24th day of March A. D. 1896.

(L. S.)

Robt. J. Gale
Clerk of the Superior Court
of Baltimore City

1852 N. E.

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from John T. Leach et al. to George W. Wims, dated March 23rd. 1896, as recorded in Deed Liber J. J. G. No. 3, Folio 402 et seq., one of the Land Records of Saint Marys County, State of Maryland, on the 3rd. day of April, 1896, at 11:00 o'clock, A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 8th day of April, in the year one thousand nine hundred and thirty-eight.

(Court)
(Seal)

Jas. M. Mattingly
Clerk of the Circuit Court
for Saint Marys County
Maryland

Filed Apr. 9, 1938

Answer of Defendants consenting to passage of Decree as prayed.

We, the undersigned Defendants, in the above entitled case, admit the allegations as set forth in the Bill of Complaint therein filed, as true and consent to the passage of any Decree consistent herein.

Sarah Wood Thompson
Peter W. Thompson
Defendants.

Filed Apr. 9, 1938.

Decree

The above cause standing ready for hearing and being submitted on the argument of the Bill and answers and all the other proceedings were, by the Court, read and considered.—

It is thereupon, this 11th day of April, in the nineteen hundred and thirty-eight by the Circuit Court for Saint Marys County, Adjudged, Ordered and Decreed, that the property located in the Ninth Election District of St. Marys County, Md., containing 100 acres of land, more or less, and being all and the same land of which the late George W. Wims died seized & possessed, being all and the same property mentioned in the proceedings be sold and that A. Kingsley Love & Paul J. Bailey be and they hereby are appointed Trustees to make said sale, and that the manner and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves, and a surety or sureties to be approved by this Court, in the

penalty of Two thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash on ratification of sale by this Court, with deposit of $200.00 on the day and at the time of sale and as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of their proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, complainants and defendants, and those claiming by, from or under them or either of them. And the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they will appear to have discharged their trust.

Wm. Merrell Baker
Judge.

Filed April 9th, 1938.

Copy of Judgment.

Joseph M. Mattingly
vs.
Stephen Ward

Before John R. Drury a Justice of the Peace of the State of Maryland, in and for St. Mary's County.

January 26th, 1934. Judgment confessed by Defendant in favor of the Plaintiff for Twenty Nine & 94/100 Dollars, D.M. Debt; with interest from January 26th 1934; with respective rights of exemption waived; 10 per cent commission for Attorney's fees, and $1.25 Costs.

John R. Drury (Seal)
J.P.

185 2 N. E.

Received this 2 day of Feb. 1938 at 1 o'clock P. M. for record and same day recorded in J. P. Judl. Record Liber J. M. M. No. 1, Folio 122. No. 475 one of the records of St. Mary's County, and examined by me.

Jos. M. Mattingly
Clerk.

Recd. $0.25 Paid
Filed May 3, 1938.

Trustees' Bond

Know All Men by these Presents,

That we, A. Kingsley Lowe, Paul J. Bailey, Nora Lowe and Ike Weiner, of St. Mary's County, and State of Maryland, are held and firmly bound into the State of Maryland, in the full and just sum of Two 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 11th day of April, in the year of Our Lord one thousand Nine hundred and thirty-eight.

Whereas, the above bounden A. Kingsley Lowe and Paul J. Bailey by virtue of a decree of the Circuit Court for St. Mary's County in Equity have been appointed trustees to sell the real estate known as the home farm of the late George W. Davis, located in the Sixth Election District of St. Mary's County, Md., containing 100 acres of land more or less, and being the same property mentioned in the proceedings in the case of Mary E. Wood Thompson, et al. Vs. Sarah Wood Thompson, et. ux., No. 1852, N. E., now pending in said Court;

Now the Condition ~~is such~~ of the above Obligation is Such;

That if the above bounden A. Kingsley Lowe and Paul J. Bailey do and shall well and faithfully perform the trusts 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. D. Thrall

Paul J. Bailey (Seal)
A. Kingsley Lowe (Seal)
Ike Weiner (Seal)
Nora Lowe (Seal)

Recorded in Bond Record Liber J. M. M. No. 1,
Folio 94.

Bond Approved this 6th Day of May, 1938.

Jas. M. Mattingly
Clerk.

Filed May 6, 1938.

Certificate of Publication of Notice of Sale.

This is to certify that the appended notice appeared in The News, a newspaper printed and published in St. Mary's Co. for 4 successive weeks. The first insertion appearing Apr. 15 and the last May 6-1938

Joseph H. Heiner,
Asst. Treas.

(A. Kingsley Love and Paul J. Bailey, Solicitors)

Trustees Sale of Valuable Real Estate in St. Mary's County, Md.

By virtue of a decree of the Circuit Court for St. Mary's County, Maryland, sitting as a Court of Equity, passed for the eleventh day of April, 1938, in a cause in said Court pending, wherein Mary E. Wood Thompson and others are Complainants, and Sarah Wood Thompson, and others are Defendants, the undersigned Trustees, appointed to make sale of the property in said proceedings mentioned, hereby give notice that on Tuesday, May 10th., 1938 at the hour of 1 o'clock, P. M. at the Court House door, in Leonardtown, Maryland they will offer for sale by public auction to the highest bidder then and there present, the following described real estate, situate in St. Mary's County, Maryland, to wit:

All those lots, tracts, pieces or parcels of ground situated, lying and being in the Sixth Election District of St. Mary's County, Md., containing One Hundred acres of land, more or less, and constituting the home farm of the late George W. Davis, deceased, and being all and the same parcel or parcels of ground which was conveyed to the said George W. Davis by deed dated March 23rd., 1896, from John W. Leach, et.al., said deed being recorded among the Land Records of St. Mary's County, Md. at Liber J. J. S. No. 3, Folio 405.

The farm is handsomely located on the Three Notch road, has about 35 acres of tillable cleared land, rest in fine woods, and contains ideal tobacco soil. It is improved by dwelling, barn and other out buildings in fair condition, just the thing for an ambitious farmer of moderate means. Convenient to stores, churches, etc.

Terms Of Sale: The terms of sale as prescribed by the Decree are all cash upon the ratification of sale.

A deposit of $200.00 will be required at the time

and on the day of sale.

All costs of conveyancing, including the recordation tax and revenue stamps at the cost of the purchaser.

H. Bernard Long.
Auctioneer.

A. Ringley Lowe
Paul J. Bailey
Trustees.

Filed May 10, 1938.

Trustee's Report of Sale, Affidavits as to the fairness of amount of sale, Petition and Order Nisi on Sale.

To the Honorable, the Judge of said Court:

The Petition of A. Ringley Lowe and Paul J. Bailey, Trustees, respectfully states: That they were duly appointed Trustees to sell the property hereinafter mentioned, by a Decree passed in this Court on the 11th. day of April, 1938, and that on the 10th. day of May, 1938, between the hours of 1 and 2 o'clock in the afternoon, after due notice by publication in the "News", a newspaper printed and published in St. Mary's County, Maryland, they offered at public auction on the aforesaid date the real estate of the late George H. Hayden, mentioned and described in these proceedings, for sale, but withdrew the same from the sale because the highest bid received for the said property was $500.00, which Your Petitioners felt was an inadequate price for the said property.

That since the date of the said Public offer for sale Your Trustees and Petitioners have, earnestly sought a higher bid for the said property, and have obtained one at this date.

That Your Petitioners have negotiated for the sale of the said property and have been able to obtain an offer of Seven Hundred Dollars ($700.00) from Daniel J. Bowles, Jr., which said sum Your Petitioners feel is a fair and adequate price for the land and the best price that can be possibly obtained therefor.

Your Petitioners herewith file affidavits of two disinterested parties who are well informed as to the value of real estate in St. Marys County, Maryland, and who are well acquainted with the premises in question at this date, setting forth that in their opinion the said offer of $700.00 is a fair and adequate price for said property on today's market.

Your Petitioners further report that the said Daniel J. Bowles, Jr., has paid a deposit of $200.00 to your Petitioners and Trustees, in compliance with the original Decree, which Your Trustees have

accepted.

Your petitioners further pray that said sale may be ratified and confirmed.

And As In Duty Bound, Etc.

G. Kingsley Love
Paul J. Bailey
Trustees.

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 9th day of June, 1938, before me, the subscriber, the Clerk of the Circuit Court for St. Mary's County, Md., personally appeared G. Kingsley Love and Paul J. Bailey, Trustees, and made oath in due form of law that the matters and things set forth in the above and aforegoing petition and report of sale are true to the best of their knowledge and belief.

(Court Seal)

Jas. M. Mattingly,
Clerk.

Ordered by the Circuit Court for St. Mary's County, Md., in Equity, this Ninth day of June, 1938, that the private sale of the property mentioned in the aforegoing petition and described in these proceedings be ratified and confirmed unless cause to the contrary be shown on or before the time set forth in the usual Order Nisi.

Wm. Merrell Loker,
Judge.

State of Maryland, St. Mary's County, to wit:

We hereby certify that we are acquainted with land values in St. Mary's County, Md., and feel that we are competent to appraise the value of lands in said County and further that we know the property mentioned in the attached petition known as the George W. Davis Farm, located in the Sixth Election District of St. Mary's County, Md., on the Three Notched Road, and in our opinion the sum of $700.00 is a fair and adequate price for the same on today's market.

Geo. W. Greenwell
T. Frank Latham

Subscribed and sworn to before me this 9th day of June, 1938.

As Witness my hand:

Paul J. Bailey
Justice of the Peace.

Filed June 9, 1938.

Order Nisi on Sale

Ordered by the Circuit Court for St. Mary's County Maryland, in Equity, this 9th day of June, in the year 1938, that the report of the Private sale of the real estate situated in the Sixth Election District of St. Mary's County, Md., and mentioned and described in these proceedings made and reported to this Court on the 9th day of June, 1938, by A. Kingsley Lowe and Paul J. Bailey, Trustees, be ratified and confirmed unless cause to the contrary be shown on or before the Third Monday of July, and published in St. Mary's County, Maryland, once each week for four successive weeks before the said Third Monday of July, 1938.

The report states the said real estate sold for Seven Hundred Dollars, ($700.00).

Jos. M. Mattingly
Clerk.

Filed July 9, 1938.

Certificate of Publication of Nisi on Sale.

Leonardtown, Md.
July 9, 1938.

This is to certify that the appended notice appeared in The News, a newspaper published & printed in St. Mary's County, Md. once a week for four successive weeks, the first appearing in the issue of June 17th and the last, July 8, 1938.

Jos. D. Weiner,
Pres. Treas.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity this 9th day of June, in the year 1938, that the report of the private sale of the real estate situated in the Sixth Election District of St. Mary's County, Md., and mentioned and described in these proceedings made and reported to this Court on the 9th day of June, 1938, by A. Kingsley Lowe and Paul J. Bailey, Trustees, be ratified and confirmed unless cause to the contrary be shown on or before the third Monday of July next, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once each week for four successive issues before the said third Monday of July, 1938.

The report states the said real estate sold for Seven Hundred Dollars, ($700.00).

Jos. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed July 19, 1938.

Order ratifying sale, and Reference to the Auditor.

Ordered, this 19th day of July, 1938, by the Circuit Court for St. Mary's County, Maryland, Sitting in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause and the Trustees are to be allowed the usual commission and such proper expenses as they shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

Wm. Mearell Loker,
Judge.

Filed July 19, 1938

Auctioneer's Receipt and
Auctioneer's Certificate of Sale.

This is to certify that at the instance of A. Kingsley Love and Paul J. Bailey, the Trustees named in the proceedings in the above entitled cause, I attended at the Court House door in Leonardtown on Tuesday, May 10th., 1938, at the hour of One O'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in said cause, at Public Auction to the highest bidder, and the highest bid made therefore was Six Hundred Dollars ($600.00), and Ike Weiner was the highest bidder, ~~withdrawn from sale by Trustees~~

Wherefore, said property was withdrawn from sale by Trustees.

As witness my hand this 11th day of May, 1938.

W. B. Long,
Auctioneer

August 19th, 1938.

Received of A. Kingsley Love and Paul J. Bailey, Trustees, $5.00 fee as Auctioneer.

W. B. Long.
Auctioneer

Filed August 28, 1938.

Tax Bills-1936-7-8.

No. 492
Mr. Geo. W. Mavis 6 Electric
To Harrison Hebbs, County Treasurer, Dr.
Taxes for year 1936 due September 1, 1936

1852 H. E.

To County Tax on $1,295 rate $1.00 on $100 — $12.95
To State Tax on $ " rate 22c on $100 — 2.85
To 5 per cent commission on State Tax — .12
To interest on County Tax from Sept. 1, 1936 — 1.69
To interest on State Tax from Sept. 1, 1926 — 35
$18.02

No. 78
Mr. Geo. H. Mavis — 6 District
To Harrison Nalbe, County Treasurer, Dr.
Taxes for year 1937 — Due September 1, 1937
To County Tax on $1295 rate $1.0 5 on $100 — $13.60
To State Tax on $ " rate 22½ c on $100 — 2.89
16.49
To interest on County Tax from Sept. 1, 1937 — 95
To interest on State Tax from Sept. 1, 1937 — 20
$17.64

No. 80
Mr. Geo. H. Mavis Est. — Birch District
To Harrison Nalbe, County Treasurer, Dr.
Taxes for year 1938 — Due September 1, 1938
To County Tax on $1235 rate $.75 on $100 — $9.27
To State Tax on $ " rate 22c on $100 — 2.85
$12.12
To interest on County Tax from Sept. 1, 1938 — .10
To interest on State Tax from Sept. 1, 1938 — 03
$12.25

Filed Oct. 19, 1938.

Certificate from Orphans' Court

State of Maryland, St. Mary's County, S. S.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the Account of Alphonso F. King, Administrator of George H. Mavis late of said County, deceased, taken from Liber G. C. M. No. 1. Folios 92, kept in the office of Register of Wills for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 24th day of October in the year of our Lord nineteen hundred and thirty-eight.

(Reg of Wills) (Seal)

Addie C. Maddox
Register of Wills for
St. Mary's County,
Maryland.

In the Orphans' Court for St. Mary's County, Maryland.

First and final account of Alaqius F. King, Administrator of George N. Davis, late of St. Mary's County, deceased.
This accountant charges himself only with amount collected from sale of tobacco $80.87
And craves allowance for the following payments and disbursement to wit:
Of amount to pay W. C. Mattingly, Funeral $100.00
Of amount to pay Dr. F. F. Greenwell M. D. $ 75.00
Of amount to pay St. Mary's County Welfare Board $271.87
Of amount to pay St. Mary's Beacon, Notice to Creditors $ 12.00
Of amount to pay Appraisers of Real Estate $ 4.00
Of amount to pay Register of Wills 1% tax $ .81
Of amount to pay Register of Wills fees in this estate $ 18.50
$482.18

Total Assets $80.87
Expenses $482.18
Over payments $401.31
Real Estate appraised at $1000.00
Less 7½ Collateral Tax $ 7.50

Filed Oct. 24, 1938.

Auditor's Report.

In account with A. Kingsley Love and Paul J. Bailey, Trustees.
By proceeds from sale, per their report $700.00
To amount due Jos. M. Mattingly, Clerk,
his fees $ 17.50
" " " Love & Bailey, Attorneys, their fees 30.00
" " " Love & Bailey, Trustees their commissions 42.00
" " " The News Publishing Co., Advertising 22.50
" " " St. Bernard Long, Auctioneer, his fee. 5.00
" " " Harrison Hebbe, Co. Treas., Taxes 1936 18.02
" " " Harrison Hebbe, Co. Treas., Taxes 1937 17.64
" " " Harrison Hebbe, Co. Treas., ½ Taxes 1938 6.13
" " " Alaqius F. King, Auditor, his fee 9.00
" " distributed to Executor for costs, etc. 502.21
$700.00 $700.00

By amount distributable to Executor for costs, etc $502.21
To amount due Alaqius F. King, Executor for deficiency to pay costs

1952 No. 6.

and expenses against the property
in Orphans' Court $408.59
To amount distributable to heirs 93.62
$502.21 $502.21

By amount distributable to heirs, supra $93.62
To amount due Sarah Wood Thompson,
½ Sister 1/6 $12.61
" " " Mary E. Wood Thompson.
½ Sister 1/6 12.61
" " " Harry M. Wood, ½ Brother 1/6 12.61
" " " J. Stephen Wood, ½ Brother 1/6
$12.60
To Joseph M. Mattingly,
Judgment creditor in
part payment of Judgment 12.61
" " " Henry A. Wood, ½ Brother 1/6 12.61
" " " Heirs of Wilson Wood, ½ Brother 1/6
To Fannie Wood, widow 1/18 5.20
" Kathleen Wood Knight,
daughter 1/36 2.60
" Verna Wood Hayden, a
daughter 1/36 2.60
" Jessie Wood Norris, a
daughter, 1/36 2.60
" Willis Wood, a son 1/36 2.62
$93.62 $93.62

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause and from them has stated the within account, first, charging the Trustees with the proceeds from sale; and, after crediting them with their costs and charges of sale and taxes, the balance is distributed, first to the executor to pay deficiency in the Orphans' Court and the balance is distributed to the heirs of George H. Davis, as their interests appear in the Bill of Complaint. The interest of J. Stephen Wood being distributed to Joseph M Mattingly, Judgment Creditor in part payment of his judgment claim.

All of which is respectfully submitted.

Alan. F. King.
Auditor.

October 22, 1938.

Filed Oct. 26, 1938.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 28th day of October, 1938, that the report of the Auditor stated, stated and filed in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the Fourth Monday of November, 1938, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks prior to said Fourth Monday in November, 1938.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Oct. 28, 1938.

Certificate of Publication of Order Nisi on Audit

This is to certify that the appended Notice appeared in The News, once a week for four successive weeks before the 4th Monday of Nov., the first appearing Nov. 4, and last Nov. 25, 1938.

J. W. Weems

For "Order Nisi on Audit" see "Order Nisi on Auditor's Report" recorded on this page immediately prior to the recording of the Certificate of Publication.

Filed Nov. 25, 1938.

Final Order of Ratification of Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Md., in Equity, this third day of December, 1938, that the report of the Auditor made, stated and filed in the above entitled case be ~~ratified~~ finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice as required by law has been given as appears from the Certificate of the Publication of the Copy of the Order Nisi hereto attached and to be filed with this order.

Wm. Mowell Lakes,
Judge.

Filed Dec. 3, 1938.

1846 N. E.

Mary Eva Mielzinski, both for herself and as Next Friend to Joseph Wilmer Russell, Jr., and Mary Agnes Russell, Infants;

Complainants

Vs.

Joseph M Mielzinski and William Mielzinski and Joseph B. Khury late County Treasurer, of St. Mary's Co. Md.

Defendants.

In the Circuit Court for St. Marys County, Maryland.

In Equity, No. 1546 N. E.

Bill of Complaint to Set Aside Tax Sale and Tax Sale Deed, etc.

To The Honorable, The Judges Of Said Court:—

The Bill of Complaint of Mary Eva Mielzinski, both for herself and as Next Friend to Joseph Wilmer Russell, Jr., and Mary Agnes Russell, both of the latter two being Infants, respectfully shows unto Your Honor:—

First: That J. Wilmer Russell, late of St. Mary's County, Md., deceased, was seized in fee simple during his lifetime of a certain tract of real estate located in the Sixth Election District of St. Mary's County, Md., called and known as "Maretown" and "Black Man's Delight" containing 202 acres more or less, said real estate having been conveyed to the said J. Wilmer Russell by deed dated June 25th., 1929, from Stephen E. Russell, said deed being recorded among the Land Records of St. Mary's County, Md., at Liber D. M. M. No. 6 Folio 375, a certified copy of the record of said deed being herewith filed as part hereof, & marked "Plaintiffs Exhibit No. 1."

Second: That the said J. Wilmer Russell departed this life intestate on or about April 8th., 1929, at St. Mary's County, Md., seized in fee simple of the aforesaid real estate, leaving surviving him, as his only heirs at law, a Widow, Mary Eva Mielzinski, and two infant children, the said Joseph Wilmer Russell, Jr., and Mary Agnes Russell, all of whom are your Orators, the Complainants in this Bill;

Third: Your Orators aver that on or about the 15th. day of September, 1936, a pretended sale of said land was made by Joseph B. Khury, Late County Treasurer of St. Mary's County, Md., which sale was purported to be made for the taxes due and in arrears to the State and County aforesaid for the years 1933 and 1934;

4th. That at said sale the said land was

purportedly purchased by Joseph M. Miedzinski, one of the Defendants herein; (who is also the husband of the Complainant, Your Oratrix, Mary Eva Miedzinski, she having married said Defendant on or about April 5th, 1931;) at and for the sum of $225.00 on the 15th. day of September, 1936, all of which will more fully appear from the deed from Joseph B. Drury, late County Treasurer of St. Mary's County, Md., to Joseph M. Miedzinski, a certified copy of the record of said deed being herewith filed as part hereof marked "Complainants Exhibit No. 2."

5th. That by reference to the advertisement of said purported tax sales filed in No. 527 Petitions, in the Circuit Court for St. Mary's County, Md., it appears that said real estate was advertised as follows: "J. Wilmer Russell, Farm, 175 A. Liber J. M. M. No. 6, Folio 375, 1934 Taxes, interest and Costs "$62.90"; whereas the true and correct advertisement ~~of said purported~~ should have been "The heirs of J. Wilmer Russell, Farm, 205 A.

6th. That reference to the assessment records of St. Mary's County, Md., for the year 1934 shows that the assessment is in the name of "J. Wilmer Russell.

7th. That the said advertisement in the name of "J. Wilmer Russell, Farm 175 A. was irregular, misleading, and gave no notice to Your Orators, and that attempted sale of the property of Your Orators under and by virtue of said advertisement and said deed from Joseph B. Drury, Late County Treasurer as aforesaid are irregular, illegal and absolutely void and casts a cloud upon the title of Your Orators' land;

8th. That Your Complainants have always been prepared and ready to pay all State and County taxes duly levied upon said property, and now stand ready to pay all of said taxes, together with such interest and penalties as may be legal, and are also prepared and ready to pay to the said Joseph M. Miedzinski, or to whomsoever may be proper, any such costs, interest, or expenses that may be found to have accrued thereon, by reason of said tax proceedings, sale and conveyance, as that Your Honorable Court may deem proper;

9th. Your Oratrix, Mary Eva Miedzinski, also avers that on or about the Sunday before the date of the said purported tax sale, the aforesaid Defendant, William Miedzinski, father of said Defendant Joseph M. Miedzinski, assured her, the said William Miedzinski, was going to pay the tax bill on said real estate for her, and the said

1846 N.E.

Mary Eva Miedzinski, relying on said assurance made her by the said William Miedzinski, believed he was looking after the matter for her; and on the evening of Tuesday September 15th, 1936 the said defendant William Miedzinski came to the said farm, and in the presence of defendant Joseph M. Miedzinski and one Edward Polaski, said Mary Eva Miedzinski told William Miedzinski that her taxes sales check had arrived that day and she was ready willing and able to pay him the money he had purportedly paid her tax bill with, which, as aforesaid, he had declared his intention of doing; and William Miedzinski answered her, stating to her that she need not pay him as he was making Joseph Miedzinski and Mary Eva Miedzinski a present of it; and Your Orator respectfully alleges that she trusted and relied the said William Miedzinski, and believed he had paid her taxes for her and made her husband (William Miedzinski's son as aforesaid) and herself a present of said payment, and thus relying on William Miedzinski's stated intention of paying said tax bill for her, and on his said subsequent statement that he had fulfilled his said avowed intention, and trusting him and believing him, as a member of her immediate family, the said Mary Eva Miedzinski thanked William Miedzinski for his kindness to her, and did not discover that she and her infant children had thus been deprived of their property until sometime in the Fall of the year 1937, when a chance remark of the aforesaid Edward Polaski (uncle of Joseph Miedzinski) as to who might be his rightful Landlord, aroused her suspicions, said Polaski being about to farm some of the said land on shares; and later said Edward Polaski told her she no longer owned the land, and that Joseph M. Miedzinski owned it and that he (Polaski) had heard the deed read to the said Joseph M. Miedzinski by the said William Miedzinski; and upon learning that which had transpired unbeknowning to her, Your Orator promptly asks the aid of this Honorable Court both for herself and her infant children as aforesaid; said Orators being as in the past, still in possession of the land;

To The End Therefore:—

1. That the ~~said~~ aforesaid deed from Joseph B. Drury Late County Treasurer as aforesaid to Joseph M. Miedzinski may be set aside as Null and Void: that said tax sale deed and title to said Joseph M. Miedzinski may be ~~null~~ declared null and void and the same cancelled by a Decree of this Honorable Court, upon payment by Your Orators of any and all interests

and expenses that may be found to have accrued thereon, by reason of said tax proceedings, sale and conveyance;

2. That the said Defendants may be enjoined and restrained from in any manner interfering with the occupancy and use of the said land by Your Complainants, their tenants, agents, or servants, and further that the said Defendants may be enjoined and restrained from bringing any action of dispossession or any summary or other proceeding to eject or dispossess your Complainants, their Tenants, Agents, or Servants from the possession of said land, and may be further restrained from alienating or incumbering said land;

3. That Your Complainants may have such other and further relief as their case may require;

May it please Your Honor to grant unto Your Complainants the Writ of subpoena directed to the Defendants, Joseph B. Brusky, Late County Treasurer of St. Mary's County, Md., and Joseph M. Miedzinski and William Miedzinski, all of them residing in St. Mary's County, State of Maryland, commanding the said Defendants and each of them to be and appear in this Honorable Court on some certain day to be named therein to answer the premises and abide by and perform such Decree as may be passed herein; to show cause if any they have why a Decree ought not to pass as prayed.

And As In Duty Bound. Etc.

Eva M. Miedzinski,
Complainant, both for her self and as next friend to Joseph Wilmer Russell, Jr. and Mary Agnes Russell, Infants

Lord & Bailey
Solicitors for the Complainants

Filed Feby. 16, 1938

Plaintiff's Exhibit No. 1.

This Deed, Made this twenty-fourth day of June in the year one thousand nine hundred and twenty-nine, by and between Stephen E. Russell, widower, of St. Mary's County in the State of Maryland, of the first part, and J. Wilmer Russell of the second part.

Witnesseth, that in consideration of the sum of ten dollars, and other good and valuable considerations the said Stephen E. Russell, widower, doth grant and convey unto the said J. Wilmer Russell his heirs and assigns, in fee-simple, all those tracts or parts of tracts or parcels of land

commonly called and known as "Mapletown" and Blackmans Delight", situate, lying and being in the Sixth Election District of St. Marys County, State of Maryland, and containing 7 0/5 acres more or less, and described as follows, that is to say:—

Being the real estate of which a certain John Edward Simms died, seized and possessed, and the same and all the real estate granted by deed from Robert C. Combs, trustee to the said Stephen E. Russell, bearing date on the 16 th day of December 1884 and duly executed and recorded in Liber J. F. C. No. 8, folio 7 one of the land records of the County and State aforesaid as by reference thereto will more fully appear.

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

To Have and to Hold the said lot of ground lands and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights privileges, appurtenances and advantages thereto belonging or appurtaining unto and to the proper use and benefit of the said J. Wilmer Russell his heirs and assigns, in fee-simple.

And the said party of the first part 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 that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

Test:
B. Kennedy Abell.

S. E. Russell (Seal)

State of Maryland St. Marys County, to wit:

I Hereby Certify, That on this twenty-fourth day of June in the year one thousand nine hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Marys County aforesaid, personally appeared Stephen E. Russell widower, the above named grantor, and he acknowledged the foregoing deed to be his act.

As Witness my hand and Notarial Seal.

(N. P.)
(Seal)

B. Kennedy Abell
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Stephen E. Russell to J. Holmes Russell, dated June 24, 1929, as recorded in Deed Liber J. M. M. No. 6 Folio 372, June 24, 1929, at 2:10 o'clock P. M. Being one of the Land Records of Saint Mary's County, State of Maryland.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Mary's County, State of Maryland, this 16th. day of February, in the year one thousand nine hundred and thirty-eight.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Feby. 16, 1938.

Plaintiff's Exhibit No. 2.

U. S. I. R. Stamp $0.50 Cancelled
State Stamps $0.50 Cancelled

This Deed made this 17th day of December, in the year Nineteen Hundred and Thirty-seven, by Joseph B. Drury, late County Treasurer for St. Mary's County, Maryland.

Whereas the said Joseph B. Drury was duly and legally elected County Treasurer for St. Mary's County, Maryland, for the years 1933-1934, and qualified as such as required by law; thereby becoming the collector of all State and County taxes levied by law for said years, with power and authority to collect said taxes for years aforesaid, and to enforce the payment thereof and convey title to any property sold by him for the payment of said taxes, and whereas State and County taxes were duly levied for the year 1933-1934 upon the real estate hereinafter described and assessed in the name of J. Holmes Russell, Sixth Election District of St. Mary's County, Maryland, and whereas neither the said J. Holmes Russell, nor anyone in his behalf ever paid the taxes levied upon said real estate in his name assessed as aforesaid, and whereas to enforce the payment of said taxes, as well as taxes due by other delinquents for said years 1933-1934, the said Joseph B. Drury, late County Treasurer, gave notice to delinquent tax payers in the form and manner prescribed by law, and also gave notice thereafter in the form and manner prescribed by law, ~~and~~ of the time, terms, and place

of sale, and after complying with all prerequisites as required by law, he did on the 15th day of September, in the year Nineteen Hundred and Thirty-six at the Courthouse door, in Leonardtown, St. Mary's County, Maryland, sell at public auction, said real estate hereinafter described and hereby conveyed to Joseph M. Mudzinski at and for the sum of Two Hundred and Twenty-five Dollars ($225.00), he being then and there for that sum the highest bidder therefor, which said sum has been paid in full. And it hereas said sale has been duly reported to the Circuit Court for St. Mary's County, Maryland, together with other sales made at the same time, and all other requirements of law having been complied with by said County Treasurer, no exceptions having been filed to said sale and the land so sold as aforesaid not having been redeemed, and said sale having been finally ratified and confirmed by an order of the Circuit Court for St. Mary's County, Maryland, as aforesaid, signed and filed on November 30th, 1937, all of which will appear from proceedings in No. 527 Petitions in the Circuit Court for St. Mary's County aforesaid.

Now Therefore, this Deed witnesseth that in consideration of the premises and of the sum of One Dollar the said Joseph B. Hruby, late County Treasurer for St. Mary's County for the years 1933-1934, does grant and convey unto the aforesaid Joseph M. Mudzinski, his heirs and assigns forever, in fee-simple, all those tracts or parts of tracts or parcels of land commonly called and known as "Maretown" and "Black Mans Delight" situated, lying and being in the Fifth Election District of St. Mary's County, Maryland, and containing 28½ acres, more or less, and being all and the same tract or parcel of land conveyed to J. Widmer Russell by Deed from Stephen E. Russell, widower, dated June 24, 1929, and recorded in Liber J. M. W. No. 6, Folio 375, one of the Land Records of St. Mary's County, Maryland.

Together with buildings and improvements thereon, and all and singular the rights, roads, ways, waters, privileges, appurtenances and advantages thereto, 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 Joseph M. Mieczinski, his heirs and assigns forever in fee simple.

Witness the hand and seal of the aforesaid Joseph B. Drury, late County Treasurer for St. Mary's County, Maryland.

Test: C. Benedict Greenwell
Dpty to Joseph B. Drury, late
County Treasurer for
St. Mary's County, Maryland.

Joseph B. Drury (Seal)
Late County Treasurer for
St. Mary's County,
Maryland.

State of Maryland, Saint Mary's County, to wit:-

I hereby certify that on this 17th day of December, in the year 1937, before me the subscriber, a Notary Public of the State of Maryland, in and for Saint Mary's County personally appeared Joseph B. Drury, Late County Treasurer of Saint Mary's County, Maryland, and acknowledged the aforegoing deed to be his act.

Witness my hand and notarial seal:-

(N. P.)
(Seal)

C. Benedict Greenwell,
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the aforegoing is a true and correct copy of the Deed from Joseph B. Drury, late County Treasurer to Joseph M. Mieczinski, dated December 17, 1937, as recorded in Deed Liber J. M. M. No. 10, Folio 479, one of the Land Records of the County and State aforesaid, on the 18th., day of December, in the year one thousand, nine hundred and thirty-eight, at 9:30 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 16th. day of February, in the year one thousand nine hundred and thirty-eight.

(Court)
(Seal)

Jas. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Feby. 16, 1938.

Permission To Use Name Of Next Friend

To the Honorable, the Judges of said Court:

I hereby authorize A. Ridgely Love and Paul J. Bailey, Solicitors for the Complainants, to use my name as next friend in the above entitled cause.

Eva Mieczinski

Filed Feby. 16, 1938.

1846 N. E.

Subpoena To Answer Bill of Complaint

St. Marys County, to-wit:

The State of Maryland

To

Joseph B. Drury, Late County Treasurer for Saint Marys County, Maryland.

of Saint Marys County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your proper person before the Circuit Court of St. Marys County sitting as a Court of Equity, at the Court House in said County, on the First Monday of March, 1938 to answer the Bill of Complaint of Mary Eva Miedzinski to set aside tax sale and tax sale deed, etc. against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial ~~Court~~ Circuit of Maryland this 16th day of February, 1938.

Issued 16th day of February, 1938.

(Court) (Seal) Jas. M. Mattingly, Clerk.

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Marys County, Maryland, within fifteen days after the return day.

Summoned & copy left.

J. B. Love, Sheriff.

Filed Feby. 21, 1938.

Appearance for Defendants

Mr. Clerk:

Please enter our appearance for Joseph M. Miedzinski and William Miedzinski the above entitled case.

John A. T. Briscoe
Joseph D. Weiner

Filed Feby. 16, 1938.

Defendants' Answer.

To the Honorable, the Judges of said Court:

The answer of the above named Defendants to the Bill of Complaint of Mary Eva Miedzinski, both for herself and as next friend to Joseph Wilmer Russell, Jr., and Mary Agnes Russell, infants,

against them in this Court exhibited.

These defendants answering say:

1. That they admit the allegations of Paragraph One of said Bill of Complaint.

2. That they have no knowledge of the date of the death of the said Joseph Wilmer Russell, but call for proof of same.

3. That they admit the date of the sale of the real estate set forth in Paragraph Three of said Bill of Complaint, but they deny the allegation that said sale was a pretended one, and aver and insist that said sale was a bona fide transaction in every particular.

4. That they admit the allegations in Paragraph Four, Five and Six of said Bill of Complaint.

5. That they admit that said real estate was advertised in the name of J. Wilmer Russell, farm 175 acres, Liber J. M. M. No. 6, Folio 375, but they aver and insist that it was properly and correctly advertised as such and deny that said advertisement was irregular, illegal and void and casts a cloud upon the title of said land.

6. That they neither admit nor deny the allegations of Paragraph Eight of said Bill of Complaint, but call for strict proof of same.

7. That they deny the allegations of Paragraph Nine of said Bill of Complaint.

And having answered said Bill of Complaint, Defendants pray that they may be hence dismissed with their costs.

And as in duty bound.

Joseph W. Wimer
John W. T. Briscoe
Attorneys for Defendants.

Filed March 1, 1928.

Petition for Leave to take testimony before Standing Examiner and Order of Court thereon

To the Honorable the Judge of the Circuit Court of St. Mary's County, Md.

The Petition Of Mary Eva Midzinski, both for herself and as Next Friend to Joseph Wilmer Russell, Jr., and Mary Agnes Russell, Infants; Complainants in the above entitled case, respectfully represents unto Your Honor that the above named Defendants have been duly returned Summoned, and have filed their answers to the Bill of Complaint; and that the said Complainants desire to take testimony in this case to support the allegations in the said Bill of Complaint, and respectfully

1876 N.E.

pray that leave be granted them to do so, before one of the Standing examiners of this Court.

Lowe & Bailey
Solicitors for Complainants.

Ordered, This 3rd day of March, 1938, that leave be granted to the parties to the cause, to take testimony, as prayed, before any one of the Standing Examiners of this Court.

Wm. Mearell Laker
Judge.

Filed Mar. 3, 1938

Examiner's return of testimony with 5 exhibits, two of which were originally filed with the Bill of Complaint.

To the Honorable, the Judge of said Court:-
Leave of Court having been obtained in the above cause and notice having been given me by the solicitors of the respective parties of a desire to take testimony in the same, I, Robert E. Wiggington, one of the Standing Examiners of the Circuit Court for St. Mary's County, Maryland, In Equity, duly appointed, qualified and sworn, met on the 7th day of March, 1938, and appointed the 9th day of March, 1938 as the day and the hour of 10:30 A. M. as the hour and the office of Joseph D. Weiner, as the place for the taking of said testimony, at which last mentioned day, time and place I attended and in the presence of the solicitors for the respective parties and the witnesses, proceeded to take the following interrogatories and the answers thereto.
Appearances of Lowe & Bailey for the plaintiffs.
John H. T. Briscoe for all defendants.
Joseph D. Weiner Solicitor for Joseph M. Meidzenski and William Meidzenski

Mary Eva Meidzinski, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded.
1. State your name, age, residence and occupation.
Mary Eva Meidzenski, over 21 years of age, Hollywood, St. Marys County, Maryland, housewife.
2. Mrs. Meidzenski, did you know J. Wilmer Russell in his lifetime,
Is he dead or living, if dead, when did he die.
He died April 8, 1936.
3. Were you and J. Wilmer Russell married, if so, when.
May 4, 1925.
4. Were any children born of you and J. Wilmer Russell during your married life. If so please state their names, ages,

and where they are now living.
Three children were born, Joseph Wilmer Russell, Jr., Mary Agnes Russell, Joseph is 10 and Mary Agnes is 8, the other child is dead. The children live with me.
5. At the death of your husband was he possessed of any real estated in his name and if so will you please state as near as you can where this real estate is located, its approximate value.
Yes, he was possessed of real estate it was located in the 6th dist. my husband paid $6000.00 for it when he bought it I believe it is worth more than that now.
6. At the time of your husband's death were there any incumbrances on the property, if so how much.
There was a judgment against him in the amount of $3000.00.
7. Did your first husband, J. Wilmer Russell, leave any life insurance, if so to whom.
He left life insurance to me in the amount of $5000.00.
8. Has this judgment of $3000.00 been paid off. if so by whom.
It has been paid off by me.
9. Since the death of your first husband have you since remarried if so to whom.
Yes, I am now married to Joseph Midzenski.
10. Joseph M. Midzenski, one of the defendants in this case is your present husband.
Yes.
11. Going back to the real estate left by your husband at first death, how many acres did this farm consist of.
(Objection by Joseph W. Steiner on the ground that the deed would be the proper evidence.)
Answer- There are two hundred and something, I guess I don't know.
Mr. Steiner moves that the answer be stricken out on the ground that the witness said she didn't know.

By Mr. Love.

Mr. Examiner, I hand you herewith a certified copy of a deed marked Plaintiff's exhibit no two to be marked Examiner's exhibit no. 1.
12. Mrs. Medzenski, please state what you know and how you came to know that your property or this property in question was sold at tax sale by Joseph S. Drury, late county treasurer.
Edward Pavlofske was drinking and he asked Cecil Russell who he was going to work for next year,

whether it was old man Meidzenski or him. Mr. Meidzenski told me that he was going to come over and pay the tax bill. Instead of paying the tax bill he hid it in.

Joseph H. Weiner files exceptions to the answer of question no. 12.

13. Did you ever have any conversation with your husband's father, William Meidzenski concerning the payment of the taxes on this particular piece of property and if so please state what that conversation was.

He came back and said that he had paid the bill, that is tax bill, and I told him that we would pay him the money back that evening. He said that we did not have to pay it back, that he was making Joe and myself a present of it.

14. Did he tell you that he had bought this property in. $6000 property for $225.

No sir.

15. He then told you that he had paid the taxes on this farm and that he was going to make you and your husband a present of it.

yes sir, that is what he told me.

16. Is it not true that your husband, Joseph Meidzenski, was living with you as your husband on this farm in question and working that farm for you, at the time that William Meidzenski told you that he had paid the taxes for you and you need not pay him back.

Yes sir.

17. Did your husband ever tell you that William Meidzenski, his father had gone out to Leonardtown at the tax sale and bought your property and your minor children's property for $225- and put it in your husband's names.

No sir, Joe never told me anything about it.

18. At the time that William Meidzenski told you that he was going to settle the tax bill did you tell him that you had tobacco in the market which was raised on this farm by you and your husband Joseph Meidzenski, that you would pay him any money that he advanced for you.

Mr. Weiner objects to the question on the ground it is leading.

Yes sir.

19. Mrs. Meidzenski, have you always been able and ready to pay the taxes, State and County, on your property and are you now ready and willing, able to pay all back taxes and charges by reason of this tax sale.

Attorneys for defendants object to the question.

on ground that the same is leading.
Answer. Yes sir.
20. Are you now able ready, and willing to pay any costs, interest or expenses that may be found to have accrued by reason of this tax sale.
Attorneys for defendants object to this question on the ground that it is a leading question.
Yes.
21. When William Meidzenski offered to pay for your any taxes due on this property and when he told you that he had paid them did you trust and believe that he was honest and looking after your interests.
Attorneys for defendants objects to the first part of the question relating to the fact that Wm Meidzenski had offered to pay the taxes on ground that there is no testimony bringing that out. No objection to rest of question.
Answer, I did.
22. Did you fully rely and have confidence in William Meidzenski in the conversation that you had with him in reference to this property.
I did have confidence in him, why shouldn't I, he was my husband's father.
Attorneys for defendants makes exceptions to the answer on the ground that it was not responsive.
23. Mrs. Meidzenski, have you ever been dispossessed of this farm in question.
Not until this tax sale.
24. Are you now living on this same farm that was sold for taxes and that you and late husband Wilmer Russell, died seized and possessed.
Yes sir.
By Mr. Love, Mr. Examiner, I hand you a deed marked Plaintiff's exhibit no. 1 to be marked examiner's exhibit no. 2.
25. Mrs. Meidzenski, in filing this petition to set aside this tax sale are you acting as well for Joseph Wilmer Russell, as well as yourself.
Yes sir.
26. After you received a check for the sale of your taxdeed did you offer to William Meidzenski to pay him for any money he had advanced.
I told him that I would pay him the money as soon as I got the check cashed and he said ja, you needn't pay me anything.
27. How many children have you by your second hus-

hand, Joseph Meidzenski.

Attorneys for defendants object to this question on the ground that it is irrevelent.

I have five children.

Cross examination by Joseph H. Weiner.

1. State whether or not you have knowledge of the fact that your had the property assessed in the name of J. Wilmer Russell prior going to be sold at tax sale.

Answer: I saw it in the paper.

2. In your bill you have stated "J. Wylmer Russell died on April 8, 1929" and you have testified today that he died in 1930. Now when did he die.

He died in 1930.

3. Then the second allegation of your bill is false, is it not.

Mr. Lowe objects to this question.

Yes, it is false. He died in 1930 for the little girl is 8 years old and she wasn't but 7 months old when her father died.

4. Mrs. Meidzenski, who paid the taxes on this property from 1929 to 1933.

I paid the taxes out of the tobacco crop.

5. State whether or not the property was assessed in J. Wilmer Russell's name from 1929 to 1933.

Mr. Lowe objects to this because the records will prove that.

It was assessed in J. Wilmer Russell's name

6. When were your conversations with Mr. William Meidzenski in regard to him paying your taxes.

On the Sunday before the sale he was out home.

7. You have stated in your bill of Complaint that the advertisement in the name of J. Wilmer Russell was misleading, irregular and gave you no notice that the farm was going to be sold at tax sale, and you have also stated that you requested Mr. William Meidzenski to pay the taxes on this property. How would you reconcile these two conflicting statements.

Mr. Lowe objects to the above question. There is nothing in the evidence that she requested Mr. Meidzenski to pay taxes.

About two weeks before the tax sale I asked Mr. Meidzenski to loan me the money to pay the taxes and he said that he didn't have the money. He said the Jew at Hollywood, that is, Harry Weiner, was going to bid the property in and he was going over and pay the bill in the morning.

8. When did you receive the check for tobacco.

The same day as the tax sale.

9. At what time of the day was it.

I don't know exactly what time the mail comes, sometime it is about 1:30 and sometime later.
10. What was the amount of this check.
It was three hundred and some dollars.
11. From whom did you receive this check.
From Edeley Bros.
By Mr. Briscoe
12. When you saw the notice in the County Paper of the tax sale of property in the 6th Election District advertised in the name of J. Wilmer Russell you knew did you not what property was being advertised.
Answer. I did, I knew it was his.
13. When you talked with Mr. William Meidzenski relative to getting the money from him to pay the taxes for which the property in question was being advertised did you request Mr. Meidzenski to make you this loan or did he voluntarily offer to do so.
I asked him to lend me the money at first and he wouldn't do it so on the Sunday before the sale he came and told me himself that he would pay the taxes.
14. Mrs. Meidzenski, when did you first learn that the property in question had been brought at tax sale in the name of Joseph M. Meidzenski.
About two weeks before Christmas, I don't know exactly but it was a little before Christmas, 1937.
15. How did you come to learn about this.
Ed Pawlaski was drunk and he asked Cecil Russell if he stayed at this year who was he working for, Cecil or Mr. Meidzenski.
16. How did you learn about the tax sale.
By him being drunk. He told me about it. Mr. Pawlaski was the man who told me about it. He heard the deed read.
By Mr. Love on redirect examination.
1. Did your husband leave any last will or testament.
No he didn't.
In answer to the general interrogatory propounded to the examiner the witness answered: After all this matter is over, I am going to sell everything and let Joe start out as a married man should start. If they want Joe they can take him. I can live with out him. They do everything in the world to separate us and if he wants to live with them it is o.k. I don't care. I mean just what I say.

18476 M.E.

Test:
Robert E. Wiggenton

Eva M. Meidzinski

Edward Pawlacke, a witness of lawful age, who being produced before me and by me duly sworn, testifies as follows to the interrogatories propounded.

1. State your name, age, residence and occupation.
Edward Pawlacke, 48 years old, 6th, District St. Mary's County, Md., farm hand.

2. Do you know Mr. Eva Meidzenski, Joseph Meidzenski and William Meidzenski.
I do.

3. Did you ever have any conversation with William and Joseph Meidzenski as to this last sale after a deed had been given by County Treasurer, if so, state what that conversation was.
I did not.

4. Did Mr. William Meidzenski and Joseph Meidzenski ever approach you while you were stretching wire and ask you to read a deed, When they came up there with a deed we were working on a fence and Mr. Meidzenski asked me to read the deed. I told him that I could not read without glasses and I just didn't read it.

5. Did you hear either Joseph or William Meidzenski read a deed for this property at that time.
I heard Mr. William Meidzenski read the deed at that time.

6. What deed did you hear them read.
I take it to be this last deed.

7. That was the deed about, what property in the deed consist of.
It was Mr. Russell's property.

8. Who was the grantor and the grantee, who was this deed given to, that you heard read.
I don't know who the deed was given to.

9. As a matter of fact had you been working on Russell's farm prior to the reading of this deed.
I had.

10. Who was your landlord when you were working this farm, prior to the reading of the deed.

Attorneys for defendants object on the ground that the question is immaterial and irrelevent and also that he had testified that he was a farm hand.

Mr. Joseph Meidzenski was my landlord.

11. Ur a matter of fact did you not know that Mrs. Eva Meidzenski was the owner of this Russell farm on which you were working & and didn't you conkider her your landlard.

Attorneys for defendants abyect to this question on the ground that it is a leading question and irrelevent.

Yes sir I conkidered both of them my landlards.

12. Did you make a statement to Cecil Russell prior to the reading of this deed that you did not know who would be your landlard next year.

Attorneys for defendants abyect to this question on the ground that it is a leading question and irrelevent.

Well, I did, I asked Mr. Russell who was going to be my boss for another year.

13. Did you ever tell Mrs. Eva Meidzenski that you had heard this deed read, that you understood that the property had been deeded to Joseph Meidzenski.

Attorneys for defendants abyect to this question on the ground that it is irrelevent and leading.

I did, I told Mr. Meidzenski.

Cross examination by Joseph H. Weiner.

1. State whether or not the farm which Mr. and Mrs. Joseph Meidzenski is now occupying is known as the Russell farm.

(Attorneys for Plaintiff abyect to this question)

I did know that it had belonged to Mr. Russell up until this last year.

2. Up to last year was the farm known in the community as the Russell farm.

It was.

In answer to the general interrogatory propounded to the witness by the examiner he answered no.

Test:
Robert E. Wigginton

Edward Pawlosky

Testimony taken on behalf of the defendants, John W. T. Bristol and Joseph H. Weiner for defendants.

William Meidzenski a witness of lawful age, who being produced before me and by me duly sworn testified as follows to the interrogatories propounded.

State your name age, residence and occupation.

William Meidzenski, 67 years of age, St. Marys County,

Maryland, Hollywood, farmer.
2. Mr. Meidzenski, you are one of the defendants in this case, are you not.
Yes.
3. State whether or not you ever had a conversation with Mrs. Eva Meidzenski in regard to the paying of taxes on the property assessed in the name of J. Wilmer Ridgell.
No, I seen it in the paper and I came to the sale and bought it.
4. State whether or not you ever stated to Mrs. Eva Meidzenski that you would pay the taxes on the property in question.
No I did not.
5. State whether or not you ever told Mrs. Eva Meidzenski that you had bought the property at a tax sale.
I have told her.
6. What if anything did she say when she was informed that you had thought the property at the tax sale.
Mr. Bailey objects to all this testimony on the ground that Mr. Meidzenski did not inform her that he had bought the property in the answer. The testimony should follow the answer.
Answer. She asked me if I bought it and I said yes.
7. What if any did you tell her this.
Objection by attorneys for plaintiff for same reason.
Answer. About two months ago.
8. State whether or not Mrs. Eva Meidzenski ever requested you to pay taxes on this property in question.
Attorneys for plaintiffs object on the ground that there is nothing in Bill of Complaint to support question.
Answer. She did not. I seen the advertisment in the paper and I came here and bought the property.
9. You say you bought the property, does that mean that you bought it for your son.
I bought it for my son. She is his wife.
10. Mr. Meidzenski, it is alleged in the Bill of Complaint filed in this case that on or about the Sunday before the tax sale at which you purchased the property in question in the name of your son Joseph W. Meidzenski that you told Mrs. Mary Eva Meidzenski that you were going to pay the tax bill on the property in

question in this case for her. Is this statement
correct or not?
No sir.
11. It is also stated that on the evening of Tuesday,
Sept. 15, 1936 that is the same day as the tax
sale, you came to the farm and in the presence
of Joseph M. Meidzenski and Edward Pawlaske, Mrs.
Mary Eva Meidzenski told you that her tobacco
sales check had arrived and that she was
ready, willing and able to pay you the money
which you were supposed to have paid, for
for the tax bill. Is this correct or not?
No sir.
12. It is further stated in the bill of Complaint
that you stated to Mrs. Eva Meidzenski that
she need not pay you the amount of the tax
bill as you were making your son Joseph
Meidzenski and his wife Mary Eva Meidzenski,
a present of it. Is that statement correct or
not.
No I did not make any present of it.
13. Did you go on the farm on the evening of
Tuesday Sept. 15, 1936 that is the day of the
tax sale.
Coming back from the sale I stopped there.
14. Mrs. Meidzenski, have you incurred any
expense in connection with the deed
from the County Treasurer for this
property.
Yes, I paid for the deed.
15. Have you a receipt for that.
Yes.

Mr. Brisco: The defendants attorneys herewith files with the examiner receipt for legal services and recording marked Defendants examiner's exhibit A.

16. Mr. Meidzenski, since the purchase of the property in question in the name of your son Joseph M. Meidzenski, have you paid any taxes on this property.
Yes I paid taxes by Robert.
17. Do you have the receipts for same.
Yes.

Defendants counsel herewith files with examiner the taxes bills for the year 1935 and 1936. Marked Defendants examiner's exhibit "B" and "C".

18. Mr. Meidzenski, since the purchase of this property at the tax sale in the name of your son Joseph M. Meidzenski, had you incurred any other expenses connected with this

property.
No, nothing else.
Cross-examination by attorneys for plaintiffs.
1. Mr. Meidzenski, didn't Mrs. Eva Meidzenski ever ask you to loan her some money to pay her taxes.
She did ask me to loan her some money but she didn't say it was for taxes.
2. Where was that.
In the day
3. Which day.
I don't remember.
4. Was it before you bought the property.
I don't know whether it was or not.
5. How is it you remember that she asked you for money but don't remember when it was.
I didn't put down the date
6. Was it before or after the tax sale
It was after the tax sale.
7. How much after the tax sale was it.
About a month, maybe.
8. Yours are absolutely sure it was not before the tax sale.
Yes, I am sure
9. How much after the tax sale.
I told you about a month.
10. Has she ever asked you any other time for a loan of money.
No.
11. Where were you the Sunday before the tax sale.
I don't know.
12. Don't you usually visit your son and daughter in-law on Sunday.
Very seldom.
13. Mr. Meidzenski, as a matter of fact weren't you at Mrs Eva Meidzenski's House the Sunday before the tax sale.
I don't remember.
14. Would you say you were not there.
Objection by attorneys for the defendants on the ground that it is a repetition.
I don't remember.
15. Didn't you tell Mrs. Eva Meidzenski that you were coming down to Leonardtown to pay her tax bill for her.
No. I am not paying any body's tax bill. I am hardly able to pay my own.
16. You say you were hardly able to pay your own taxes how is it you are able to buy a $8000 farm for $200.

It was not my intention to buy but I was the highest bidder. No one bid over me.
17. Why didn't you go in and pay the tax bill if you didn't want to have to bid it in.
It was none of my property.
18. Isn't it your solid home?
It was my son's and daughter-in-law's home.
19. Didn't you know you were buying your son's wife's property.
I bought Wilmer Russell's property which was advertised for sale. I didn't know it was my daughter-in-laws property or not. It was advertised as Wilmer Russell's property. I paid with it with my own money.
20. Was your son, Joseph Meidzenski, paid you anything for this land.
No.
21. How much did you pay for it.
$122.00.
22. Why did you have it deeded to your son.
Attorneys for defendants object on the ground of irrelevancy.
Because I liked it that way.
23. When did you tell your son that you had bought some land and put it in his name.
I don't remember the date.
24. About when was it.
I don't remember the date.
25. How do you remember you told him if you don't remember when.
I don't remember the date.
26. Was it one month or a year after it.
I don't remember the date, there is no use to guess at it.
27. Why didn't you tell him right away.
I don't know why. Maybe I did tell him right away but I don't remember the date.
28. Did you think it was fair to buy your daughter-in-law's property and give it to your son.
Attorneys for the defendants object to this question for the ground that the question is irrelevent and argumentative and is a question for the judge.
I didn't know it was her property. I bought Wilmer Russell's property.
29. Didn't you know that your son Joseph married Wilmer Russell's sister.
Attorneys for defendants object to this question on the ground that the same is irrelevent.
Maybe I did but I bought Wilmer Russell's property.

I knew that Joseph married Wilmer Russell's widow.
30. You say you paid taxes by way of Robert Meid-
zenski, did you give him the money for this.
I gave him the money for one tax bill. The
other bill I think Robert paid it.
31. How much do you think (question withdrawn)
32. Do you know this farm.
Yes, it adjoins me.
33. What is the value of it.
Attorneys for defendants object to this
question on the ground that the same
is not responsive to any question
brought out in the examination
in chief.
I don't know what it is worth.
34. How much would you say it was worth.
Objection by attorneys for defendants on
same
ground as above.
I said the value of it - $225.00.
35. Did you go to your son Joseph's residence the
day of the tax sale.
After I came back I stopped.
36. Who did you see there.
I seen people there.
37. Who were those people.
Eva Russell, that is all.
38. Who else was there.
No my son was not there that day. I think he
was in the field cutting tobacco.
39. Where was Eva.
In the house.
40. What did you say to her.
I didn't say anything much.
41. Where was Joe.
Out in the tobacco field.
42. Did you see him in the tobacco field.
I don't know whether I did or not.
43. Didn't Eva fix dinner for you.
Attorneys for defendants object on the
ground that the same is irrelevant
No.
44. Where did you eat dinner.
Home.
45. Didn't you tell Eva Meidzenski that you had
paid her tax bill for her and was making Joe
and Eva a present of it.
I don't spend my money that free.
46. Didn't she offer to pay you the tax bill.
No.
47. Didn't Mrs. Meidzenski tell you that she had re-
ceived her tobacco check, and that she was ready

to pay you the money for her tax bill.
No.
48. Has anyone paid you back any of the money you brought the property with.
No.

In answer to the general interrogatory propounded to the witness by the ext amoiner he answered no.

Robert E. Wiggington. Wm. Meidzenski

At the request of Love and Bailey, Attorneys for the Plaintiff in the above entitled case, further testimony was taken by the undersigned Examiner on Saturday, March 16, 1935 at the hour of 9:30 at the Office of Robert E. Wiggington, Attorneys for the plaintiff and for the defendants were present.

Philip E. Clarke, a witness of lawful age, who, being produced before me and by me duly sworn, testifies as follows to the interroga-tories propounded.
1. State your name, age, residence and occupation.
Philip E. Clarke, 32 years of age, Leonardtown, Maryland, Restaurant business.
2. Are you acquainted with the section around Hollywood.
Yes, I am acquainted with this section for my home is Clarke's Landing.
3. Are you acquainted with the J. Wilmer Russell farm.
Yes I am fairly well acquainted with it.
4 Do you know about the improvements on the farm.
Yes, there is a nice looking house on it. It is a right good house but it looks like it might be a little dilapidated looking
5. About how many rooms in this house.
There must be 8 rooms.
6. About how many acres would you say were in the farm.
About 125 acres.
7. Is the farm on the State Road.
Yes it is on the Three Notched Road.
~~Yes and no.~~
8. Are you acquainted with land values in that community.
Yes and no.
9. If that we mean is, if I showed you a place over there, and asked you to put a price on it, would'nt you know what it was worth.
Yes.

10. What would you think would be a fair price on the J. Wilmer Russell farm.
Between $5000 and $6000.
11. Are you related to or do you know the parties to this suit.
I am not related to them and I know them all.
Cross Examination waived.
In answer to the general interrogatory propounded by the examiner, he answered no.
Robert E. Wiggerton. Philip E. Clarke

To the Honorable the Judges of said Court:
Counsel for the Complainants and the Defendants, respectfully submit the following to this Honorable Court, stipulated and agreed between said Counsel in the above entitled case, as the matter in which the property involved in the above entitled case was and is assessed among the Tax Assessment Records of St. Mary's County, Md., and the manner in which the said property was advertised and purportedly sold, according to the Records in No. 57 Petitions, recorded among the Land Records of St. Marys County, Md.

Tax Assessment Book, District 6, St. Marys County, Md.

"Russell, J. Wilmer, Hallywood, No. Acres Tillable 15, Standing Pasture, 50, Wooded 110, Total 175. Cost per acre 20, 7 Total, $2,145. Barns $250. Other Buildings $325, Dwelling, $900.00, Total $3,920.00."

Advertisement Of Tax Sale:
"J. Wilmer Russell, Farm, 175 A. Liber J. M. M. No. 6, Folio 375. 1934 Taxes, interest and costs $62.90"
(Russell in one paper Russell in the other)
Respectfully submitted:
Lowe & Bailey
Attorneys for the Complainants.
John W. B. Briscoe
Attorney for Defendants
Joseph D. Weiner
Attorney for Defendants.

No other witnesses being produced before me I then, at the request of the Counsel for the respective parties hereto, closed the depositions taken by me in the said cause and now return them sealed this 6th day of April, 1938 under my hand and seal, together with 5 exhibits, two of which were

originally filed in the said case, and with the stipulation of Counsel as to the manner in which the property was assessed and in the manner in which it was advertised for sale for taxes, which stipulation was filed with me on April 6, 1938.

Robert E. Wiggington Deal
Examiner in Equity.

Costs and expenses of above commission on part of the plaintiffs.

To Robert E. Wiggington, examiner 2 days	$8.00
To Edward Pawlaske, witness	.75
To Philip E. Clarke, witness	.75
	$9.50

Costs and expenses of above commission on part of the defendants.

To Robert E. Wiggington, examiner 1 day	$4.00

Total costs of above commission

Robert E. Wiggington, examiner	$12.00
Edward Pawlaske, witness	.75
Philip E. Clarke, witness	.75
	$13.50

Filed April 6, 1938.

Plaintiff's Examiner's Exhibit No. 1.

For "Plaintiff's Examiner's Exhibit No. 1" see "Plaintiff's Exhibit No. 2" recorded on page 87 of this book.

Re-filed April 6, 1938.

Plaintiff's Examiner's Exhibit No. 2

For "Plaintiff's Examiner's Exhibit No. 2" see "Plaintiff's Exhibit No. 1" recorded on page 85 of this book.

Re-filed April 6, 1938.

Defendant's Examiner's Exhibit "A."

Jan. 11th 1938

Received from Robert Miedzinski
Nine & 30/100 Dollars
for legal services, recording etc.
$9.30/100.

John N. T. Beisell
Thank you.

Filed Apr. 6, 1938.

Defendants Examiner's Exhibit "B."

No. 499
Mr. J. Wilmer Russell 6 District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1935 Due September 1, 1935
To County Tax on $4522- rate $1.00 on $100. $45.22
To State Tax on $ " rate 22c on $100 10.03
To 5 per cent commission on State Tax .51
To interest on County Tax from Sept. 1, 1935 4.33
To interest on State Tax from Sept. 1, 1935 .98
Fee .20
Paid Mar. 22, 1937. $61.87
Received Payment
Harrison Hobbs,
County Treasurer,
St. Mary's County.

Filed Apr. 6, 1938

Defendants Examiner's Exhibit "C"

No. 427
Mr. J. Wilmer Russell 6 District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1936 Due September 1, 1936
To County Tax on $4222- rate $1.00 on $100. $42.22
To State Tax on $ " rate 22c on $100 10.03
To 5 per cent commission on State Tax .51
To interest on County Tax from Sept. 1, 1936 2.14
To interest on State Tax from Sept. 1, 1936 .47
.20
Paid June 10, 1938 $59.20
Received Payment,
Harrison Hobbs,
County Treasurer,
St. Mary's County.

Filed Apr. 6, 1938.

Agreement to set down case for hearing

It is hereby agreed that the above and foregoing case be set down for hearing on Bill, Answer, Testimony, Arguments and Briefs.

Love & Bailey
Attorneys for Complainants
Joseph D. Weiner
John N. G. Briscoe
Attorneys for Defendants

Filed April 26 1938.

Decree

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

It is thereupon this 24th day of September, in the year 1938, adjudged, ordered and decreed that the deed in the proceedings mentioned, purporting to have been made and executed on the 17th day of December, 1937, by Joseph B. Drury, late County Treasurer, to Joseph M. Miedzinski, and the record of said deed, be, and the same is hereby set aside and declared to be utterly null and void to all intents and purposes whatsoever so far as the same may interfere with or in any manner affect the right and claim of the Plaintiffs, as Widow and heirs at law of J. Wilmer Russell, deceased, by virtue of a deed to said J. Wilmer Russell, from Stephen E. Russell dated June 25th., 1929, and recorded among the Land Records of St. Mary's County, Maryland, at Liber J. M. M. No. 67 folio 375; said Plaintiffs claiming to be the only heirs at law of the said J. Wilmer Russell, deceased, as particularly set forth in the Bill of Complaint, in the above entitled case, to the Real property referred to and described in said deeds.

And it is further adjudged, ordered and decreed that the said Complainants pay unto the Defendant, William Miedzinski, the following sums, to wit:

Purchase price ($225.00) with int. from September 2, 1936	$253.12
1936 taxes with interest at 6% from June 10th., 1938	$ 60.08
1937 taxes with interest at 6% from July 26th., 1938	$ 62.45
Attorneys fee for writing deed and recording fee, int. fr. 11/11/38	$ 9.67
Total due William Miedzinski	$385.32

And it is further adjudged, ordered, and decreed that the said Complainants pay the costs of this suit.

Wm. Mitchell Baker,
Judge.

Filed Sept. 24, 1938.

Petition and Order granting authority for loan to Minors, Complainants.

To The Honorable, the Judges of said Court:

The Petition of the Complainants in the above entitled case, respectfully represents unto Your Honor:

1) That, as will appear by reference to the decree passed in the above entitled case on September 24th., 1938, among other things, the Complainants

were ordered to pay unto William Miedzinski, one of the Defendants in the above entitled case, certain sums, with interest, which said sums the said Complainants have been unable to pay, together with legal costs and expenses incident thereto, though frequent demands for same have been made, said entire sum being, including all expenses, $ 532.52, and unless said sums are paid immediately, a sale of the land will be asked to settle said indebtedness which will cause great loss to all parties interested.

(2) That Your Petitioners have negotiated a loan of the said sum from The First National Bank of St. Mary's at Leonardtown, said debt to be evidenced by a confessed judgment note, made on demand, with a stay of execution for one year, and to be signed by Eda Miedzinski, one of Your Petitioners, and her Husband, Joseph Miedzinski, and Eva Miedzinski as Legal Guardian for Joseph Wilmer Russell, Jr., and Mary Agnes Russell, both being Minors; said note to be reduced to Judgement binding the interests of the said two Minors along with that of the said adults, said loan to be used to pay off the aforesaid sums decreed to be paid, which amount includes legal costs and expenses, one third of said total indebtedness being the indebtedness of each of the two minors.

Your Petitioners therefore pray this Honorable Court to pass an order in the premises, authorizing Eda Miedzinski, one of your said Petitioners, as legal Guardian for Joseph Wilmer Russell, Jr., and Mary Agnes Russell, both minors, to execute, along with herself and husband Joseph Miedzinski, a confessed judgement note in the amount of $ 532.52, on demand with stay of execution for one year, to The First National Bank of St. Mary's at Leonardtown, a body corporate, said note to be reduced to Judgement binding the interests of the said Infants and that of Eva and Joseph Miedzinski in and to the real estate mentioned in the proceedings in the above entitled case, and said sum thereby obtained to be used as aforesaid to pay off the aforesaid sums decreed to be paid which amount includes legal costs and expenses.

And as in duty bound, etc.

Love and Bailey
Attorneys for Petitioners

Ordered, by the Circuit Court for St. Marys County, Md., in Equity, this seventeenth day of February, 1938. that the aforegoing petition, leave and authority is hereby granted to Eva Miedzinski, as legal guardian for Joseph Wilmer Russell, Jr., and Mary Agnes Russell, both minors, to execute, along with herself and husband, Joseph Miedzinski a confessed judgement note in the amount of $ 385.52, on demand with stay of execution for one year, to The First National Bank of St. Marys at Leonardtown, a body corporate, said note to be reduced to judgement binding the interests of the said infants and that of Eva and Joseph Miedzinski ide and to the real estate mentioned in the proceedings in the above entitled case and said sum thereby obtained to be used as aforesaid to pay off the aforesaid sums decreed to be paid, plus legal costs and expenses, in the above entitled case.

Wm. Mennell Loker
Judge.

The State of Maryland. St. Marys County, Sc.

I hereby subscriber, Register of Wills for St. Marys County, doth hereby certify, that it appears by the Records of this office, that on the 27th day of December in the year of our Lord one thousand nine hundred and thirty-eight and the said Eva Miedzinski being there and there present in said Court, accepted of the said guardianship, and gave bond with securities which were approved by the said court, for the faithful performance of her duty as guardian to the said Joseph Wilmer Russell and Mary Agnes Russell, minors.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of my office, this 27th day of December, in the year of Our Lord nineteen hundred and thirty-eight.

Test:
J. Warren Guy.
Register of Wills for
St. Marys County.

Filed Feby. 18, 1938.

Release of William Miedzinski for sums paid as per Decree.

Know All Men by These Presents that the undersigned William Miedzinski has received from Mary Eva Miedzinski, Joseph Wilmer Russell, Jr., and Mary Agnes Russell, heirs of J. Wilmer Russell, through Love and Bailey, Attorneys, The sum of Three Hundred and Eighty-Five and 32/100 Dollars, ($385.32)

And in consideration thereof, hereby Release, Acquit, Exonerate and Discharge the said Mary Eva Miedzinski, Joseph Wilmer Russell, Jr., and Mary Agnes Russell, Heirs of J. Wilmer Russell, and their Heirs, Executors, Assigns and Sureties of and from all and every action, suit, claim or demand, which could or might possibly be brought, exhibited or prosecuted against them or any of them for or on account of the sums decreed to be paid said William Miedzinski in case of Mary Eva Miedzinski et. al. Vs. Joseph W. Miedzinski, et. al. Ct. Ct. for St. Mary's Co. No. 1846 N. E. or the payment thereof; hereby declaring himself fully Satisfied, contented, and paid at whose request.

Given under my hand and seal this 25th day of February in the year nineteen hundred and nine.

Signed, Sealed and
Delivered in the
Presence of:
Witness as to
William Miedzinski
Paul J. Bailey
A. N. Love.

Wm. Miedzinski (Seal)

State of Maryland - St. Mary's County, to-wit:

Be It Remembered, and it is hereby certified on the 25th day of February in the year nineteen hundred and 3 before me, the Subscriber, a Justice of the Peace of the State of Maryland, in and for the said County, personally William Miedzinski, Defendant in case above specified, and party to the above Release or Instrument of Writing and acknowledged the same to be his act and deed, according to the true intent and meaning thereof. ~~He do~~ And I do hereby certify that of my ~~act and deed, according to the true intent and meaning thereof I am and do hereby certify that of my~~ own knowledge said William Miedzinski has paid the above sums this day and I am satisfied that the said William ~~William~~ Miedzinski who has acknowledged the above Release is the person named and described and professing to be, the party in and to the said Release.

Paul J. Bailey, J. P.
Justice of the Peace.

Filed Mar. 2, 1909.

Thomas N. Bean and Elizabeth Bean, his wife, James A. Bean and Daisy A. Bean, his wife, Le Roy Bean and Lillian Bean, his wife, J. Runton Bean and Madge Bean, his wife, Lucy M. Redman and Jessie N. Redman, her husband, Grace Woodburn and Tester Woodburn, her husband, Charles A. Heard, widower, Joseph M. Heard and Agnes Heard, his wife, Bean Heard and Willie Heard, his wife, Edna Redman and James O. Redman, her husband,
Plaintiffs.

vs.

Edward Bean, unmarried, Benjamin Redman, widower, Benjamin Redman Jr., unmarried, James Redman, unmarried, Regina Hewett and Herman Hewett Jr., her husband and Evelyn Redman also known as Distler _____
Paul Redman, an infant, Bean Redman, an infant, Annie Redman, an infant, and Edward Redman, an infant.
Defendants.

In the Circuit Court for St. Mary's County, Maryland, In Equity No. 1844 N.E.

Bill of Complaint with two Exhibits

To the Honorable the Judge of said Court:

Your orators complaining say:

1. That John Louis Bean, late of St. Mary's County, Maryland, departed this life on or about November 1927, intestate, seized and possessed of a tract or parcel of land situate in the Second Election District of St. Mary's County and State of Maryland called and known as "All That Left" containing originally sixty-two (62) acres, more or less, but now containing fifty-four acres, more or less, and being all and the same land conveyed to the said John Louis Bean by James A. Graves by deed dated March 12th 1927 and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 5, Folio 27 excepting however two lots sold therefrom by the said John Louis Bean in his lifetime containing in the aggregate eight acres, more or less. A certified copy of said deed being filed herewith marked Plaintiffs Exhibit "A."

2. That being so seized and possessed the said John Lewis Bean departed this life intestate on or about November 1937 without leaving a widow and without leaving any children nor parents surviving him but leaving the following brothers and sisters and the heirs of deceased brothers and sisters, namely: (a) one of your orators Thomas H. Bean, a brother of the said John Lewis Bean, who intermarried with a certain Elizabeth Bean, both of whom are of full legal age and are both residents of St. Mary's County, Maryland.
(b) One of your orators James A. Bean, a brother of the said John Lewis Bean who intermarried with a certain Nancy A. Bean both of whom are of full legal age and are both residents of St. Mary's County, Maryland.
(c) One of your orators Lucy M. Redman, a sister of the said John Lewis Bean who intermarried with a certain Jessie H. Redman both of whom are of full legal age and are both residents of St. Mary's County, Maryland.
(d) Edward Bean, unmarried a brother of the said John Lewis Bean who is a non-resident of this State and was last heard from in the State of New York.
(e) The heirs of a deceased brother of the said John Lewis Bean, namely, Joseph H. Bean who departed this life intestate, leaving surviving him his widow Edna Bean Redman and two children Quinton Bean and Leroy Bean.
(e 1) That the said Edna Bean Redman has since intermarried with a certain James O. Redman both of whom are of full age and are residents of St. Mary's County, Maryland.
(e 2) That the said Quinton Bean has since intermarried with a certain Madge Pilkerton both of whom are of full age and reside in St. Mary's County, Maryland.
(e 3) That the said Le Roy Bean has since married a certain Lillian Bean both of whom are of full legal age and are residents of St. Mary's County, Maryland.
(f) The heirs of a deceased sister of the said John Lewis Bean namely, Mary Bean Heard, who departed this life intestate, leaving surviving her, her widower Charles A. Heard and three children, namely: Joseph M. Heard, Grace Woodburn and Bean Heard, all of orators and oratrix.
(f 1) That the said Charles A. Heard is unmarried now and is of full legal age and a resident of St. Mary's County, Maryland

(f 3) That the said Joseph M. Heard has since intermarried with a certain Agnes Heard, both of whom are of full legal age and are residents of St. Mary's County Maryland.
(f 3) That the said Grace Heard Woodburn intermarried with a certain Dexter Woodburn both of whom are of full legal age and reside in St. Mary's County, Maryland.
(f 4) That the said Bean Heard intermarried with a certain Willis Heard both of whom are of full legal age and reside in Baltimore City, Maryland.
(g) The heirs of a deceased sister of the said ~~Louis~~ John Louis Bean namely, Betty B. Redman, who departed this life intestate, leaving surviving her, her widower Benjamin Redman and eight children, namely: Benjamin Redman Jr., James Redman, Regina Hewett, Evelyn Redman also known as sister _____ and Paul Redman, Beau Redman, Annie Redman and Edward Redman.
(g 1) That the said Benjamin Redman is now unmarried and is of full legal age and a resident of St. Mary's County, Maryland.
(g 2) That the said Benjamin Redman Jr. is of full legal age and is unmarried and at the present time is a resident of Charles County, Maryland.
(g 3) That the said James Redman is of full age and is unmarried and at the present time is a resident of Charles County, Maryland.
(g 4) That the said Regina Hewett intermarried with a certain Herman Hewett, both of whom are of full legal age and are residents of St. Mary's County, Maryland.
(g 5) That Evelyn Redman, unmarried, is also known as Sister _____ and is a non-residents of the State of Maryland.
(g 6) That Paul Redman is unmarried and is an infant under the age of twenty one years and is a resident of St. Mary's County, Maryland.
(g 7) That Beau Redman is unmarried and is an infant under the age of twenty-one years and is a resident of St. Mary's County, Maryland.
(g 8) That Annie Redman is unmarried and is an infant under the age of twenty-one years and is a resident of St. Mary's County, Maryland.
(g 9) That Edward Redman is unmarried and is an infant under the age of twenty-one years and is a resident of St. Mary's County.

Maryland.

(3) That the said real estate which is improved by a dwelling and barn and outbuildings is not susceptible of partition without material loss and injury to the parties entitled to interest therein and that in order to make division of said interest it will be necessary that said real estate be sold and the proceeds thereof be divided amongst the parties according to their respective interests therein.

4) That all of your aforesaid orators and oratrix have agreed with a certain John J. Brown for the sale of said property to him at and for the sum of Ø & $ 0%.00$ which they believe to be a fair and advantageous sale of said property and that it would be for the best interests and advantage of all of the parties to this suit both plaintiffs and defendants upon confirmation and approval of this Honorable Court, that said sale be consumated. Said Contract being filed herewith marked plaintiff exhibit "B."

To the end therefore

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

2. That the proceeds of said sale may be distributed between the parties to this proceeding according to their respective interests therein.

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

May it please your Honor to grant unto your oratrix and orators writ of subpoena directed to the defendants Benjamin Redman, Regina Hewett and Hershan Hewett Jr. all adults and Paul Redman, Brian Redman, Annie Redmen and Edward Redman all infants, and all residing in St. Marys County, Maryland, and to Benjamin Redman Jr. and James Redman, both adults and both residing in Charles County, Maryland, commanding them and each of them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein and also the order of publication giving notice to the said Edward Brian and Evelyn Redman also known as Sister _____ who are both non-residents of the State of Maryland, of the object and substance of this bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they may have

why a decree ought not to be passed as prayed.
And as in duty bound. Etc.

Philip H. Marsey, Jr.
Solicitor for the
Complainants

Filed Janu. 18, 1938.

Plaintiff's Exhibit "A"

This Deed, Made this twelfth day of March, in the year one thousand nine hundred and twenty-seven by James U. Graves, unmarried, of Saint Mary's County, State of Maryland.

Witnesseth that in consideration of the sum of Five Dollars and other good and valuable considerations, the said James U. Graves does grant and convey unto J. Lewis Bean, of Saint Mary's County, State of Maryland, his heirs and assigns, in fee-simple, all that lot, tract, piece or parcel of land situate, lying and being in the Second Election District of Saint Mary's County, State of Maryland, called and known as "All That's Left" containing 62 acres, more or less, being a portion of the tract devised to James U. Price and Joseph Ridley Price by last will and testament of Archibald Price, dated September 2d., 1864, and recorded in Liber J. D. M. R. No. 1, Folio 163 and being the same tract or parcel of land allotted to the said James U. Price by division between him the said James U. Price and the said Joseph R. Price and conveyed to Eugene T. Graves, executor of the said James U. Price, by deed dated April 11th. 1905, and recorded in Liber E. B. G. No. 4, Folio 364, one of the Land Records of Saint Mary's County Maryland, and being a second tract or parcel of land conveyed to James U. Graves, the grantor herein, by deed from John N. T. Briscoe, Trustee dated November 9th, 1926, and recorded in Liber J. M. M. No. 4, Folio 393, one of the Land Records of Saint Mary's County, Maryland.

Together, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any wise 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 J. Lewis Bean, his heirs and assigns, forever, in fee-simple.

And the said James A. Graves hereby covenants that he will warrant specially the property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of said grantor.

Test:
H. H. B. Hire.

James A. Graves (Seal)

State of Maryland, Saint Marys County, to wit:

I Hereby Certify that on this twelfth day of March, in the year one thousand nine hundred and twenty-seven before me the subscriber, a Notary Public, of the State of Maryland, in and for Saint Marys County aforesaid, personally appeared James A. Graves, the within named grantor, and acknowledged the foregoing deed to be his act.

Witness my hand and Notarial Seal:-

(N. P.)
(Seal)

H. H. B. Hire,
Notary Public.

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from James A. Graves to L. Lynch Bean, dated March 12, 1927, as recorded in Deed Liber J. M. M. No. 5, Folio 27, et seq., one of the Land Records of St. Marys County, State of Maryland, on the 12th. day of March, in the year 1927, at 3:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Marys County, State of Maryland, this 18th day of January, in the year one thousand nine hundred and thirty-eight.

(Court)
(Seal)

Jos. M. Mattingly,
Clerk of the Circuit Court
for Saint Marys County,
Maryland.

Filed Janu. 18, 1938.

Subpoena to answer Bill of Complaint

St. Marys County, to wit:

The State of Maryland

To Benjamin Redmond, Regina Hewitt, Herman Hewitt, Jr. of St. Marys County, Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Marys County sitting as a Court of Equity, at the Court House in said County,

on the First Monday of February, 1938 to answer the Bill of Complaint of Thomas H. Bean et al., for sale of real estate of John Louis Bean, deceased, at private sale, against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 18th day of January, 1938.
Issued 1st day of February, 1938.

(Court Seal) Jas. M. Mattingly, Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Marys County, Maryland, within fifteen days after the return day.

Summoned Annie and copy left with each.
J. B. Love,
Sheriff.

Filed Feby. 7, 1938.

Plaintiff's Exhibit "B"

This Agreement, Made this 8th day of January 1935 between Thomas H. Bean and Elizabeth Bean, his wife, Madeline Redman and Jessie Redman, her husband, James A. Bean and Mary A. Bean, his wife, Edna B. Redman and James A. Redman, her husband, Quinton Bean and Madge Bean, his wife, Leroy Bean and Lillian Bean, his wife, Charles Heard, widower, Bean Heard and Willie Heard, his wife, Joseph Heard and _____ Heard, his wife, Grace Woodburn and Dexter Woodburn, her husband, Benjamin Redman widower, Benjamin Redman Jr. unmarried, James Redman unmarried, Regina Hewett and Herman Hewett Jr. her husband, Evelyn Redman also known as Sister _____ of the first part and John J. Beavan of the second part:

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part and the latter doth purchase from the former the following described property situated and lying in the Second Election District of St. Marys County Maryland called and known as "All that is Left" containing sixty-two acres less two lots containing in the aggregate about

right acres said therefore by J. Lewis Bean in his lifetime and being all and the same land conveyed to the said J. Lewis Bean by James A. Groves by deed dated March 12th 1927 and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No 55 Folio 27 excepting the lots sold as aforesaid. And being all and the same land of which the said J. Lewis Bean died seized and possessed. It being understood that the purchase price hereinafter set forth is to be in full payment of all of the interest of all of the heirs of the said J. Lewis Bean in and to said property, including the interest of Edward Bean, absent and unheard of for more than seven years and the interest of the minor children of Betty B. Redman, deceased, namely Paul Redman, Bean Redman, Annie Redman and Edward Redman.

At and for the price of Twenty-five Hundred Dollars ($2500.00) of which $200.00 have been paid prior to the signing hereof and the balance of twenty-three hundred ($2300.00) is to be paid immediately upon ratification by the Circuit Court for St. Mary's County, Maryland, of the interest of said Edward Bean, absent and unheard of for over seven years and said minor children.

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 vendors and/or such trustee or trustees as may be appointed by said Court which shall convey the property by a good and merchantable title to the vendee.

Taxes to be paid or allowed for to date of transfer.

Buildings to be kept insured by Vendors during the period of this contract for not less than $1500.00=

Witness our hands and seals.

Thomas H. Bean (Seal)
Elizabeth Bean (Seal)
James A. Bean (Seal)
Mary A. Bean (Seal)
LeRoy Bean (Seal)
Lillian Bean (Seal)
J. Quinton Bean (Seal)
Madgie Bean (Seal)
Lucy M. Redman (Seal)
Mr. Jesse A. Redman (Seal)
Chas. A. Heard (Seal)
Grace Woodburn (Seal)
Dexter Woodburn (Seal)

J. M. Heard (Real)
Agnes Heard (Real)
Edna Redmond (Real)
James O. Redmond (Real)

Filed Feby. 2, 1938.

Subpoena to answer Bill of Complaint
St. Marys County, to-wit:
The State of Maryland
To James Redmond Benjamin Redman, Jr.
of Charles County Greeting:
We Command And Enjoin You, that all excuses set aside, you be and appear personally before the Circuit Court of St. Marys County sitting as a Court of Equity, at the Court House in said County, on the First Monday of February, 1938 to answer the Bill of Complaint of Thomas W. Bean et al., for sale of Real Estate of John Louis Bean, deceased, at private sale, against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.
Witness, the Honorable Walter J. Mitchell, Chief Judge of the Fourth Judicial Circuit of Maryland this 18th day of January, 1938.
Issued 1st. day of February, 1938.
(Court) (Real) Jos. M. Mattingly
Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defence in the office of the Clerk of the Circuit Court for St. Marys County, Maryland within fifteen days after the return day.

Both summoned and copy left with each
2/5/38
Russell T. Hynard
Sheriff of Chas. Co.

Received 2 day of Feb. 1938 and forthwith delivered to the Sheriff of Charles County.
Test:
W. M. Albrittain
Clerk

Filed Feby. 7, 1938.

Subpoena to answer Bill of Complaint

St. Marys County, to-wit:

The State of Maryland

To Paul Redman, Beale Redman, Annie Redman, Edward Redman (all infants) of St. Marys County Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St Marys County sitting as a Court of Equity, at the Court House in said County, on the First Monday of February, 1938 to answer the Bill of Complaint of Thomas W. Bean et al., for sale of real estate of John Louis Bean, deceased, at private sale, against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 18th day of January, 1938.

Issued 1st day of February, 1938.

(Court) (Seal)

Jos. M. Mattingly
Clerk.

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the Office of the Clerk of the Circuit Court for St. Marys County, Maryland within fifteen days after the return day.

Summoned the within named infants by reading same to them and copy ~~left~~ of this subpoena left with Benjamin Redman, father of said infants and with whom they reside.

J. B. Love
Sheriff.

Filed Feby. 7, 1938.

Defendants' Answer.

To the Honorable, the Judge of said Court:

The defendants, Regnia Hewitt, Herman Hewitt, Jr., James Redman and Benjamin Redman in answer to the Bill of Complaint filed in the above entitled case, say:

1. That they admit the allegations as set forth in paragraph No. 1 of the bill of complaint.

2. That they admit the allegations as set forth in paragraph No. 2 of the bill of complaint.

3. That they admit the allegations as set forth in paragraph No. 3 of the bill of complaint.
4. That they deny the allegations as set forth in paragraph No. 4 and assert in the affirmative that the purchase price of $2500.00 is inadequate and unfair and not to the best interests of the parties interested.
Further, the price offered is not the best likely to be obtained but on the contrary, there is a party ready, willing and able to give considerable more for the property and have been negotiating to purchase same. Further, it is believed that the property will bring considerable more at Public Auction.
To the end, therefore:
1. That the bill be dismissed with costs.
2. That other and further relief be granted as their case may require.
And as in duty Bound, etc.

Joseph W. Weiner
Solicitor for Defendants.

Filed Feby. 7, 1938.

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estate situated in the Second Election District of St. Mary's County called and known as "All That is Left" containing originally sixty-two (62) acres, more or less but now containing fifty-four acres, more or less, and being all and the same land conveyed to John Louis Bean by James A. Graves by deed dated March 12th, 1927 and recorded among the Land Records of St. Mary's County Maryland in Liber J. M. M. No. 5 Folio 27 excepting however two lots sold therefrom by the said John Louis Bean in his lifetime containing in the aggregate eight acres, more or less.
The bill in substance states: That the said John Louis Bean departed this life seized and possessed of the aforesaid real estate, intestate on or about November, 1937 without leaving a widow and without leaving any children nor parents surviving him but leaving the following brothers and sisters, namely, Thomas N. Bean, a brother of the said John Louis Bean, whose wife is Elizabeth Bean, both of St. Mary's County, Maryland; James A. Bean, a brother of the said John Louis Bean whose wife is Daisy A. Bean, both of said St. Mary's County; Lucy

M. Redman, a sister of the said John Louis Bean, whose husband is Jessie N. Redman both of said St. Marys County; Edward Bean, a brother of the said John Louis Bean, unmarried, a non-resident of the State of Maryland and last heard of in the State of New York; Edna Redmand the widow of Joseph N. Bean a deceased brother of the said John Louis Bean, who died intestate whose husband is James O. Redmond; Quinton Bean, a son of the said Joseph N. Bean, whose wife is Madge Bean; Le Roy Bean, a son of the said Joseph N. Bean, whose wife is Lillian Bean, all of whom reside in St. Marys County aforesaid; Charles A. Heard the widower of Mary Bean Heard, a deceased sister of John Louis Bean; Joseph M. Heard a son of the said Mary Bean Heard whose wife is Agnes Heard; Grace Heard Woodburn a daughter of the said Mary Bean Heard whose husband is Peater Woodburn, all of whom reside in St. Marys County; Bean Heard, a son of the said Mary Bean Heard, whose wife is Hallie Heard, both of Baltimore City, Maryland; Benjamin Redman, the widower of Betty B. Redman, a sister of the said John Louis Bean; Benjamin Redman Jr. unmarried a son of the said Betty B. Redman, of Charles County, Maryland, James E. Redman, unmarried a son of the said Betty B. Redman of Charles County, Maryland; Regina Hewett, a daughter of the said Betty B. Redman, whose husband is Herman Hewett Jr both of said St. Marys County; Evelyn Redman, unmarried, who sues as Evelyn Frances Doe a daughter of the said Betty B. Redman who is a non-resident of the State of Maryland. Paul Redman, Bean Redmade, Annie Redmand and Edward Redman all unmarried and all infants and all children of the said Betty B. Redmade all of whom are of St. Marys County, Maryland.

That the aforesaid real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated and in order to make division of said interest it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their respective interest.

That all of the aforesaid plaintiffs have agreed with a certain John J. Bowans for the sale of said property to him and and for the sum of $2250.00 which they believe to be a fair and advantageous sales of said property and that they believe it would be for the best interests of all

parties to this suit that said sale be consummated. It is thereupon this 9th day of February, 1938 by the Circuit Court for St. Mary's County, Maryland, in Equity, ordered that the complainants by causing a copy of this order to be inserted and published in some newspaper printed and published in said St. Mary's County, once in each of four successive weeks before the 2nd Monday of March next give notice to the said Edward Bean and Evelyn Redman also known as Hester Frances Ivey who are both non-residents of the State of Maryland of the object and substance of this bill, and warning them to appear in person or by solicitor on or before the 30th day of March next to show cause if any they may have why a decree ought not to be passed as prayed.

Jas. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Feby. 9, 1938.

Certificate of Publication of Order of Publication

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order of Publication has been published in the Saint Mary's Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the 14 day of March, 1938 and that the first publication appeared in the issue of February 11, 1938.

Philip H. Harvey Jr.
Publisher.

For "Order of Publication" see "Order of Publication" recorded on page 123 of this book, immediately prior to the recording of the Certificate of Publication

Filed Apr. 19, 1938.

Petition and Order Appointing Guardian ad litem

To the Honorable the Judge of said Court:

The petition of Thomas H. Bean and others, plaintiffs in the above entitled case respectfully represents:

That the said Paul Redman, Bean Redman, Annie Redman and Edward Redman, defendants in said cause, have been returned summoned

but being infants they cannot answer and defend this suit for themselves.

Your petitioner therefore prays your Honor to appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound etc.

Philip N. Harvey Jr.
Solicitor for petitioner

Ordered this 19th day of April by the Circuit Court for St. Mary's County, Maryland, upon the aforegoing petition that William G. Fennick be and he is hereby appointed guardian ad litem to appear and answer for the said Paul Redman, Bean Redman, Annie Redman and Edward Redman, infants defendants in the above cause.

Wm. Merrell Laker,
Judge.

Filed Apr. 20, 1938.

Answer of Guardian ad litem

The joint and several answers of Paul Redman, Bean Redman, Annie Redman and Edward Redman, infants, by William G. Fennick, guardian ad litem, duly appointed by order of this Court to the bill of complaint of Thomas Bean and others against them in this Court exhibited.

These defendants being infants cannot admit any of the matters and things in said bill alleged and submit their rights thereunder to the protection of this Court.

And as in duty bound etc.

Wm. G. Fennick,
Guardian ad Litem.

Filed Apr. 20, 1938

Decree Pro Confesso and order to take testimony

The defendants Edward Bean and Evelyn Bean also known as sister _____ having been given notice by order of publication according to the certificate of publication filed in these proceedings and having failed to appear thereto, either in person or by solicitor and the defendant Benjamin Redman Jr. having been duly summoned and having failed to answer either in person or by solicitor and the time for filing answers to the bill of complaint having expired.

It is thereupon this 19th day of April, 1938 by the Circuit Court for St. Marys County, Maryland, adjudged, ordered and decreed that the plaintiffs are entitled to relief in the premises, but because it does not certainly appear to what relief the plaintiffs are entitled it is further adjudged and ordered that leave be granted to the plaintiffs to take testimony before one of the standing examiners of this Court to support the allegations of the Bill of Complaint.

Wm. Merrell Laker,
Judge.

Filed Apr. 20, 1938.

Examiner's return of testimony, with two exhibits originally filed with Bill of Complaint.

To the Honorable, the Judges of the said Court:

The above cause being at issue and notice having been given me by the solicitors ~~for~~ of the respective parties of a desire to take testimony in the same (leave of Court having been first obtained) I, C. Henry Langrall, one of the standing examiners of the Circuit Court for St. Mary's County, Maryland, in equity, duly appointed, qualified and sworn, on the 19th day of April, 1938, and assigned the 20th day of April, 1938, at 10 o'clock A. M. as the day and time and the office of Philip N. Marsey, Jr., attorney, in Leonardtown, St. Mary's County, Maryland, as the place for the examination of witnesses in the said cause, and at which last mentioned day, time and place, I attended having given previous notice of such meeting and in the presence of the solicitors for the respective parties, proceeded to take the ~~take~~ the following questions and the answers thereto.

Present:
Philip N. Marsey, Jr.,
Solicitor for the Plaintiffs
Wm. Merrell Laker
Joseph M. Weiner,
Solicitors for the Defendants

James U. Brax, a witness of lawful age, being produced in his own behalf and by me duly sworn, testifies as follows to interrogatories propounded.

Q. State your name, age, residence, and occupation.
A. James U. Brax, Great Mills; age 57; occupation, farmer.

Q. Do you know the parties to this suit or any of them?
A. I know them all.
Q. Did you know John Louis Bean, and is he living or dead?
A. I did; he is dead.
Q. When and where did he die?
A. At Saint Marys Hospital, Leonardtown, Md., on Nov. 4, 1937.
Q. Did the said John Louis Bean leave any will?
A. No.
Q. Did he leave either of his parents surviving him?
A. No.
Q. Did the said J. Louis Bean leave a widow surviving him?
A. No. He was never married.
Q. Who were the nearest kin and heirs by law of the said John Louis Bean?
A. He was my brother and left me and Thomas H. Bean, a brother, Lucy M. Redmond, a sister, and Edward Bean, a brother, who has been absent and unheard of ~~for~~ for over seven years. He also ~~the~~ left the heirs of a deceased brother, namely, Joseph H. Bean, who died about sixteen years ago intestate leaving a wife but leaving a widow, Edna Bean, and two children, Quinton Bean and Le Ray Bean. Mrs. Bean has since married James O. Redmond. He also left the following heirs of a deceased sister, namely, Mary Bean Heard, who died intestate leaving a wife about eight years ago, leaving her husband, Charles G. Heard, and three children, namely, Joseph M. Heard, Grace Broadhurst, and Bean Heard. He also left the following heirs of a deceased sister, Betty B. Redmond, who died about two years ago intestate leaving a will but leaving her husband, Benjamin Redman, surviving her Benjamin Redman, Jr., James Redman, Regina Hewett, Evelyn Redman, Paul Redman, Bean Redman, Agnes Redman, and Edward Redman also surviving her.
Q. Where and when did you last see Edward Bean, and at that time was he married or single?
A. He was single, and I last saw him about thirteen or fourteen years ago.
Q. After that did you ever hear from him?
A. I heard from him once, a short time after he left. He was then in New York. I have never heard from him since.
Q. Is Thomas H. Bean married or single, and where does he live?
A. He is married; his wife is Elizabeth Bean and

they both live at Great Mills, Md. Both are of full legal age.
Q. Are you married or single and where do you live?
A. I am married: my wife is Daisy A. Bean. We both are of full legal age and live at Great Mills, Md.
~~Q. Are you married or single and where do y~~
Q. Is LeRoy Bean married or single and, if married, state the name of his wife and where they live and if they are of full legal age.
A. He is married: Lillian Bean is his wife. LeRoy is 21, and I don't know the age of his wife. They live in the Third Election District in Saint Marys County, near Lexingtown.
Q. Is O. Quinton Bean married or single, and if married, state the name of his wife, and where do they live?
A. He is married; his wife's name is Madgie Bean. They live at Patuxent Beach in the eighth election district of this county. They are both of full legal age.
Q. Is Lucy M. Redmond married or single, and if married, what is the name of her husband and where do they live?
A. She is married; her husband is Jessie N. Redmond. They live at Valley Lee P. O., and they are both of full legal age.
Q. Is Grace Woodburn married, and if married, what is the name of her husband? State their residence and ages.
A. She is married; her husband is Dexter Woodburn. They live in the third election district in Saint Marys County, near Lexingtown, and are both of full legal aged.
Q. Is Charles G. Heard married or single? State his residence and age.
A. He is a widower, lives in the third district in Saint Marys County, near Lexingtown, and is of full legal age.
Q. Is Joseph M. Heard married or single? State his residence, age and the name of his wife.
A. He is married; his wife is Agnes Heard. They live in the third election district of Saint Marys County, and both are over 21 years of age.
Q. Is Bean Heard married or single, and if married, state the name of his wife, their ages and residence.
A. He is married; his wife is Willie Bean Heard. They live in Baltimore, Md., and are both of full legal age.

Q. Did Mary Bean Heard have any other children except those whom you have already named?
A. She did. She left a son, Hunt Heard, who was unmarried who died about four years ago.
Q. Is Edna Redmond married or single, and if married, state name of her husband, their residence, and ages.
A. She is married to James C. Redmond. They live in the sixth district of Saint Marys County, near Hollywood. They are both of full legal age.
Q. Is Benjamin Redman now married or single? State his residence and age.
A. He is a widower, lives in the second district and is of full legal age.
Q. Is Benjamin Redman, Jr., married or single, and what is his residence and age?
A. He is single, lives in Charles County, and I know he is over 21.
Q. Is Regina Hewett married or single, and if married, state the name of her husband, their address, and their ages.
A. She is married to Herman Hewett, Jr. They live near Valley Lee in the second election district of St. Marys County, and are both of full legal age.
Q. Is Evlyn Redman now in the order of the Sisters of Charity, and if so, will you state the name by which she is known?
A. Yes. Sister.
Q. State her age and residence.
A. She is over 21 and a non-resident of this state, and is, of course, single.
Q. Is Paul Redman married or single? State his residence and age.
A. He is single, under 21, and is now in the C C C camps near Washington.
Q. Is Bean Redman married or single? State his residence and age?
A. He is single, under 21, and lives at Valley Lee.
Q. Is Annie Redman married or single? State her age and residence.
A. She is singular, under 21, and lives at Valley Lee.
Q. Is Edward Redman married or single? and what is his age and residence?
A. He is under 21 and lives at Valley Lee.
Q. Did John Louis Bean have any real estate situate in the second election district of Saint Marys County, and if so, state the approximate acreage.

A. Yes, he did. I think there were fifty-four acres more or less. (Solicitor for the Plaintiff: Herewith filed for the Examiner's certified copy for the deed dated March 12, 1937 from James A. Shaber to J. Louis Beau, marked Plaintiff's Examiner's Exhibit A.)
Q. What do the improvements consists of on the land which you just mentioned.
A. It has two barns, dwelling house, garage, hen house, and corn house.
Q. Could this property be divided fairly among those owning interest therein without material loss and injury to the parties entitled to their interests?
A. I don't think so, due to the small acreage and number of heirs. There is only about sixteen acres of cleared land. It could be divided, but who would get anything? I feel that all would lose by it.
Q. Mr. Beau, you are the administrator of the J. Louis Beau estate, are you not?
A. I am.
Q. Did you and any of the other heirs agree with John J. Berard for the sale of this property, and if so, state the amount that he was to pay for same.
A. Yes, I and several other heirs who has signed this contract agreed to sell this property to Mr. Berard for $25-00.00. He paid a deposit of $200
Q. Do you consider that it was a fair and adequate price for this property?
A. I do.

(Solicitor for the Plaintiff herewith files with the Examiner the contract of sale referred to, marked Plaintiff's Examiner's Exhibit Number 2.)

Q. Did you consult any of the other heirs other than those who have signed this contract before negotiating with Mr. Berard?

(Question objected to by Mr. Weiner, Solicitor for Defendant, for the reason that the contract is in conflict with the Statute of Frauds requiring that contracts of real estate must be in writing.)

A. Yes, with Benjamin Redman.
Q. Did Mr. Redman agree on any price for this property?

(Objection to this question by Mr. Weiner.)

A. Mr. Redman was in the room when all were talking, and if there were any disagreement of it, he did not say anything.

Cross Examination By Mr Heines.

Q. Mr. Bean, what value do you place upon these two barns?
A. I could not tell exactly. I don't know what to say about the value of the two barns. I would imagine the barns ought to be worth about $400.
Q. What would be the cost to reconstruct these barns?
A. One cost about $175. or $200 to build. The other was built before he moved there. I don't reckon it cost over $200, if it cost that much.
Q. State if you know the sizes of these two barns?
A. I could not tell the exact size of them. I don't know.
Q. What value do you place upon the house that is on this property?
A. It cost about $1300 or $1300.
Q. How old is the house?
A. Four or five years old.
Q. What value do you place upon the hen house?
A. About $100.
Q. What value do you place upon the barn house?
A. About $50.
Q. What value ~~do you~~ upon the garage upon this property?
A. I would think $50 would be the worth of it.
Q. What value do you place upon upon the 5-4 acres as contained in this farm?
A. I don't know.
Q. What value do you place upon the 16 acres of cleared land?
A. I don't know.
Q. Did you negotiate for the sale of this property?
A. I had the authority to sell it and I sold it.
Q. From whom did you derive the authority to sell this property?
A. Mr. Phillip Harvey and Mr. John Briscoe both told me it could be sold at private sale.
Q. To whom did you negotiate to sell this property?
A. J. J. Bevans.
Q. Did you negotiate or contract anyone other than Mr. John J. Bevans for the sale of this property?
A. Mr. David Hewett was talking about it.
Q. State whether or not you contacted anyone other than Mr. Bevans and Mr. Hewett for the sale of this property.
A. No.
Q. Why did you agree to sell this property to John J. Bevans for $1250.00?
A. Because it was cheaper to sell it a private sale than at the Court House door.
Q. Assuming that you were reasonably sure that the

property would sell for a greater value than $2500 at public sale, would you raise any objection to sell this property at public sale?
A. I don't think so.
Q. Do you know if any other persons offered to pay more than $2500 for this property at private sale?
A. I have heard that someone would give more after the contract was signed.
Q. Was there anyone else before the time of the making of the contract for sale with John J. Bevans who offered a greater sum than $2500 for this property?
A. No.
Q. Did you contact anyone else before this contract of sale was made with John J. Bevans for sale of this property?
A. Yes, I talked with Mr. Irvin Hewett.
Q. Was this offer of $2500 first made by you or was it first made by John J. Bevans?
A. It was made by all of us. We got together and set a price, brothers and sisters and Mr. Benjamin F. Redman. Mr. Bevans was not there.
Q. When you consulted Mr. Bevans, did you offer this property to him for $2500?
A. We told Mr. Bevans that we got together and set a price on the place, and he said to me, "What would be the consequence if you would sell it at the price?" We said we would sell it, and he accepted it.
Q. Did you ask Mr. Bevans for a greater sum than $2500?
A. No, I didn't.
Q. Did you offer this property to anyone else for the sum of $2500?
A. No, I didn't.
Q. Did you try to get more than $2500 for this property from anyone else other than Mr. Bevans?
A. No.
Q. Are you familiar with property value in that district?
A. Yes, I own a place in that district.
Q. Is this property near the main highway?
A. It is.
Q. Would you say that this property was suitable for business purposes?
A. It would suit certain classes of people -- Doctor, Undertaker, Etc., but not a farmer.
Q. Is it suitable for store business?
A. I don't think so. There are two stores near.

Do you know what the value of the property is per acre in that section?
A. I do not know. It is not so much.
Q. State whether or not you have had any experience in the sale of real estate in Saint Mary's County.
A. I bought a place in Saint Mary's County. I have had no experience in selling. I did buy and sell the Jordan place.

In answer to the general interrogatory propounded by the Examiner to the witness, he answered, "No, I do not think so."

Signature of witness waived by agreement of Counsel.

G. Warren Evans, a witness of lawful age, being produced by me duly sworn, testifies as follows to interrogatories propounded:

Q. State your name, age, residence, and occupation.
A. G. Warren Evans, 46 years of age, farmer, Great Mills, in the eighth district of Saint Mary's County.
Q. Do you know the parties to this suit or any of them?
A. I know part of them, most of them.
Q. Do you know the property that Mr. Louis Bean owned at the time of his death, situated in the second district of St. Mary's County.
A. Yes.
Q. Of what does this property consist -- about how many acres?
A. They say 5-4 acres. I don't know.
Q. About how much is cleared?
A. About 16 acres.
Q. What improvements, if any, are on this property?
A. Dwelling House, two barns, corn crib, and garage.
Q. Are you familiar with the value of property in that neighborhood?
A. Yes.
Q. What do you consider to be a fair price for this property?
A. $2500 is a big price.
Q. Do you ~~know~~ think, Mr. Evans, that it would be for the benefit and advantage of the infants for this property to be sold at this price?
A. Yes.

Cross Examination By Mr. Weiner

Q. Have you had any experience in real estate business and regarding real estate in Saint Marys County?
A. No.
Q. What experience, if any, have you had with regard to the purchase or sale of real estate?
A. I bought a farm and have been farming all my life.
Q. Mr. Evans, do you know whether $25-00 is the highest price that could be obtained for this property in Saint Marys County?
A. I do not know.

In answer to the general interrogatory propounded by the Examiner to the witness, he answered "No sir."
signature of witness waived by agreement of Council.

Elmer A. Norris, a witness of lawful age, being produced by me duly sworn, testifies as follows to interrogatories propounded.
Q. State your name, age, residence, and occupation.
A. Elmer A. Norris, 39 years old, Great Mills, Md., Farming.
Q. Do you know the parties to this suit or any of them?
A. Yes, I think I know most of them.
Q. Do you know the property Mr. J. Louis Bean owned at the time of his death, situated in the second election district of Saint Marys County.
A. Yes.
Q. About how many acres are there in this farm?
A. I don't know. I judge 50 or 54 acres.
Q. About how many acres of cleared land?
A. About 15 or 16 acres.
Q. What buildings, if any, are on the property?
A. Dwelling house, tobacco barn, stable, barn, corn house and hen house.
Q. What do you consider to be a fair price for this property?
A. I consider $2500 a very ~~fair~~ good price.
Q. Do you believe that this property could be divided among those entitled to interest therein without material loss and injury to them?
A. No sir. It would not be worth anything to anybody. Only a small part comes out to the State road.
Q. Do you believe that it would be for the

benefit and advantage of the minor children for this property to be sold?
A. I think it would be as good as they could do.

Cross Examination by Mr. Venner

Q. Would you say there was a ~~chance~~ possibility for this property to sell at a greater sum than $2500 at public sale?
A. I don't see how it could.
Q. Do you believe that a greater sum than $2500 could be obtained at a private sale?
A. Nopir.
Q. Why do you think that it would be impossible to obtain more than $2500 for this property at public ~~sale~~ sale?
A. I think that it is the full value of it.
Q. What are you basing the value upon?
A. On the land and buildings and condition of it in general.
Q. Do you own any property in that section?
A. Idd
Q. Have you ever bought any property in that section?
A. No.
Q. Have you ever sold any property in that section?
A. No.
Q. Do you know what the assessed value of this property is?
A. No.
Q. Do you know what Mr. Bean first paid for this property when he first purchased it?
A. No.

In answer to the general interrogatory propounded by the Examiner to the witness, he answers, "No sir."
Signature of witness waived by agreement of Council.

Jessie N. Redman, a witness of lawful age, being produced by me duly sworn, testifies as follows to interrogatories propounded.

Q. State your name, age, residence and occupation.
A. Jessie N. Redman, 50 years of age, residence Valley Lee, second district in Saint Mary's County occupation, farming.
Q. Do you know the parties to this suit or any of them?
A. I know most of them.
Q. Did you know John Lewis Bean and is he living or dead?
A. He is dead.

Q. About when did he die?
A. Last Fall.
Q. Did he leave any will that you know of?
A. Not that I know of.
Q. Did Mr. Bean own any property in the second election district of Saint Mary's County?
A. Yes.
Q. About how many acres was there in this property?
A. About 16 acres of cleared land. I don't know about the woods land.
Q. Did Mr. John Louis Bean leave any widow or children surviving him or any parents?
A. No.
Q. Did he leave any brothers and sisters and the heirs of deceased brothers and sisters?
A. Yes.
Q. What are the names of the brothers and sisters and the heirs of deceased brothers and sisters, their husbands and wives, their ages and residence of each?
A. He left Thomas W. Bean, a brother, whose wife is Elizabeth Bean. James A. Bean, a brother, whose wife is Daisy A. Bean, and my wife, Lucy M. Redmond, a sister, all of whom are of full legal age and reside in Saint Mary's County. He also left Edward Bean, who was unmarried, a brother, and who was a non resident of the State of Maryland.
Q. How long has it been since you have seen or heard of Edward Bean?
A. I don't exactly know. I know it has been at least 15 years ago.
Mr. J. Louis Bean also left the heirs of a deceased brother named Joseph W. Bean, who died about twenty years ago without leaving any will that I know of and leaving a widow who is now Edna Bean Redmond, whose husband is James D. Redmond, and two sons, Quinton Bean, whose wife is Madge P. Bean, and LeRoy Bean, whose wife is Lillian Bean, and they are all of full ~~legal~~ ages except that I am not sure about the ages of Quinton's and LeRoy's wives. They reside in Saint Mary's County, Md. Mr. J. Louis Bean also left the heirs of a deceased sister, Mary Bean Heard, who died without leaving any will that I know of about four or five years ago, I guess, leaving Charles A. Heard, her husband, and three children, Joseph M. Heard whose wife is Agnes Heard, Grace Heard Woodburn, whose husband is Lester Woodburn, all of whom

are of full age and live in Saint Marys County. She also left Bean Heard, whose wife is Willie Heard, who are of legal age and reside in Baltimore City. She had brother son named Hunt Heard, who died about four or five years ago, unmarried, without leaving any will that I know of and without leaving any wife or children surviving him. J. Louis Bean also had a sister named Betty B. Redman, who died about three years ago, without any will that I know of leaving her husband, Benjamin Redman, who is still unmarried, surviving her, and who is of full age and lives in Saint Marys County, Md., and eight children, who are Benjamin Redman, Jr., James Redman, Regina Hewett, Evelyn Redman, also known as Sister , Paul Redman, Annie Redman, Bean Redman and Eddie Redman. Benjamin Redman, Jr. is unmarried, of full age, and at the present time lives in Charles County, Md. Regina Hewett married Herman Hewett, Jr., and they both are of full age and residents of Saint Marys County, Md. Evelyn Redman is unmarried and is also known as Sister ; she is over 21 years of age and is a non resident of the State of Maryland. Paul Redman, Bean Redman, Annie Redman, and Edward Redman are all unmarried and are all minors and all live in Saint Marys County, Md. with the exception of Paul, who is now in the C. C. C. camp near Washington, D. C.

Q. Do you believe that this real estate which you have already mentioned could be divided among those intitled to interest therein without material loss and injury to them?

A. No, I don't think so.

Q. What do you consider to be a fair price for this property?

A. About $2000 would be a fair price for it.

Q. On about the eighth of January last, did you, along with several of the other heirs, agree to sell this property to John J. Bevans for $2,000?

A. We agreed on the price. Jim Bean, Tom Bean, and Ben Redman came to see me and agreed on $2200 for the place, and Benny never said anything about it not being satisfied with the price. He said a man could not go there, pay $2200 for it, and make a living on it.

Q. Do you believe that it would be for the best interest and advantage of all the parties owning interest in this property to sell the same to John J. Bevans for $2200?

A. I don't think so.

Cross Examination By Mr. Kinnear

Q. Mr. Redman, do you know whether or not a price greater than $2500 could be obtained for this property?
A. No, I do not think so.
Q. You say that Mr. Hewett would outdo Mr. Bevans on it?
A. Yes.
Q. Do you know you could get more than $2500?
A. No.
Q. Have you ever heard of any person who is willing to pay more than $2500?
A. No.
Q. Did not you say that Mr. Hewett would pay more than Mr. Bevans would pay?
A. He only offered $2000 for it.
Q. Since Mr. Bevans offered to purchase this property for $2500, have you heard of any offer greater than this?
A. No.
Q. Do you know if any other person is interested in this property other than Mr. Bevans?
A. Mr. Hewett was interested in it.
Q. Mr. Redmond, what experience, if any, have you had in the purchase or sale of real estate in Saint Marys County?
A. I purchased the place I am on and have been a farmer all my life, and I know the value of farm property from my experience.
Q. Is your valuation of $2500 for this property in relation to its value as a farm?
A. Yes, I don't think it would be any good to start a store there. A doctor may want it.
Q. Have you had no experience as a merchant?
A. No.
Q. Nor in any other field of endeavor aside from farming?
A. No.
Q. Would this property in your estimation have any value other than its value for farming purposes.
A. A doctor may buy it and pay a little more for me.
Q. Is there any timber on it?
A. Not much, only a few Spruce Pine Trees.
Q. Mr. Redmond, who agreed to sell the property for $2500?
A. All three of them, Thomas Bean, Jim Bean, and my wife. I agreed too.

Q. Do you know whether any of the other heirs interested in this property agreed to the sale of it for $2500?
A. I think some of them signed papers.
Q. Did all of the heirs interested in this property agree to the sale of it for $2500.
A. I don't know.

In answer to the general interrogatory propounded by the Examiner to the witness, he answered, "No, sir. I think not."

Signature of witness waived by agreement of Counsel. 8

At the request of the Solicitors for the Defendants the taking of testimony was adjourned.

At the request of the Solicitor for the Defendants the taking of testimony on the part of the Defendants was set for Monday, April 25th, 1938, at 10 o'clock A. M. at the office of Philip H. Harvey, Jr., attorney in Leonardtown, Maryland, at which day, time and place, I attended, having given previous notice of such meeting, and proceeded to take the following questions and the answers thereto.

Present:
William Gleek Baker, Solicitor for the Defendants
Joseph H. Weiner,
Philip H. Harvey, Jr., Solicitor for the Plaintiffs

Benjamin F. Redman, a witness of lawful age, being produced in his behalf and by one duly sworn, testifies as follows to interrogatories propounded.
Q. State your name, age, residence and occupation?
A. Benjamin F. Redman, 56 years of age, residence Valley Lee, Md.; occupation farming.
Q. Are you familiar with the property owned by John Louis Bean in the second election district during his life time?
A. Yes.
Q. State if there are any improvements on this property.
A. Yes, there is a store house, barn, corn house, stable and poultry house.
Q. Do you own any property in this section?
A. Yes.
Q. State what you would consider a fair price for

this property.
A. Three thousand dollars.
Q. State what this farm would sell for at public sale.
A. $3000 to $3500.
Q. Do you consider the sale of this property for $2500 to John J. Bevans to be a fair valuation for this property and advantageous to the parties in interest?
A. No.
Q. State if any one had negotiated with you other than John J. Bevans for the purchase of this property.
A. Yes. Mr. Irvin Hewett.
Q. State whether or not Mr. Irvin Hewett ever made an offer to buy this property and, if so, what was the amount of the offer?
A. He said he would buy the property and would give as much as $3000 for it.
Q. Was this offer subsequent to the agreement made by some of the parties to John J. Bevans?
A. No special offer was made before that time.
Q. Was this property offered to anyone else other than John J. Bevans for $2500?
A. No. Not to my knowledge.
Q. What is your interest in this property?
A. I am one of the heirs of John Lewis Bead. I married a sister of John Lewis Bead. I have four minor children who are heirs.
Q. State whether or not you agreed to sell this property to John J. Bevans for $2500.
A. I agreed to sell it to anyone who would pay $2500. or more.
Q. Was Mr. Hewett given a chance to purchase this property before the contract was made with John J. Bevans?
A. No, sir
Q. What do you base the valuation of this property upon?
A. He said he would give as much as three thousand dollars for the property, so it must be worth three thousand dollars in my opinion.
Q. State whether or not you have bought any property in that section.
A. I bought a farm.
Q. Have you ever sold any property in that section?
A. No.

Cross Examination by Mr Harvey

Q. Mr. Redman, didn't Mr. James Bean, along with Mr. and Mrs. Jessie Redmond and Mr. Thomas Bean, consult you about the price to be asked for this property prior to the contract with Mr. Bevans?
A. Yes, with the understanding that Mr. Hewett and Mr. Bevans would have a chance to bid on it and see who would bid the most.
Q. Wasn't $2000 the highest offer that Mr. Hewett had made up to the time that the contract was entered into by Mr. Bevans?
A. Yes. Mr. Bevans only offered $1500; Mr. Hewett agreed to give $2000.
Q. Was not this property appraised for $2000 by the appraisers appointed by the Orphans' Court?
A. Yes, it was appraised for $2000.
Q. At the time $2500 was set as a price to be asked for this property, didn't you consider that to be a fair and adequate price?
A. If that was all that could be obtained. We agreed to take $2500 if we could not get any more.
Q. Didn't you agree to take under $2500, if you could not get that much?
A. Yes if neither man would give that much. Each had a chance to bid to see who would give the most.

In answer to the general interrogatory propounded to the witness by the examiner, he answered: "No, I don't think so."

Signature of witness waived by agreement of Counsel.

William Jennings Russell, a witness of lawful age, being produced, and by me duly sworn, testifies as follows to interrogatories propounded.
Q. State your name, age, residence, and occupation?
A. William Jennings Russell, 36 years of age; Valley Lee, Saint Marys County, Md. Farming.
Q. Are you familiar with the property owned by John Louis Bean during his lifetime, located in the second election district?
A. Yes.
Q. State whether or not there are any improvements on this farm.
A. Yes, a new barn, house, corn house, stable, tool house, and, I suppose, other little out buildings.

Q. Do you own any property in this vicinity?
A. No.
Q. State what ~~this~~ you would consider to be a fair price for this property.
A. I figure it would be worth $3000 or more.
Q. Do you think it would sell for $2000 at public sale?
A. I do.
Q. Do you consider the sale of this property to John H. Beavans at $2500 is a fair and adequate price for the same?
A. No.
Q. If so what do you place the value of this farm?
A. I think it would be worth $3000 or more if put before the public. It is located on a good road and all new buildings.
Q. Is there any timber on that farm?
A. Not to amount to anything.
Q. Good soil?
A. Yes, good soil.
Q. Is this property near to any stores, schools?
A. Yes.

Cross Examination Waived by Mr. Harvey

In answer to the general interrogatory propounded to the witness by the examiner, he answered: "No, sir."

Signature of witness waived by agreement of Counsel.

Charles H. Ridgell, a witness of lawful age, being produced, and by me duly sworn, testifies as follows to interrogatories propounded.

Q. State your name, age, residence, and occupation.
A. Charles H. Ridgell, 69 years of age; Valley Lee, Saint Mary's County, Md.; farming.
Q. State whether or not you are familiar with the property owned by the late John Louis Bean during his lifetime?
A. Yes, for the last fifty years.
Q. State whether or not there are any improvements on this farm.
A. Yes, the buildings are all practically new except one barn in good condition. They are a dwelling house, farm stable, corn house, and other out buildings.
Q. Do you own any property in this vicinity?
A. Yes, in Valley Lee.

Q. Are you familiar with property value in this section?
A. Not specially. I bought a farm myself but have never been in the real estate business.
Q. What do you consider to be a fair value for this farm?
A. $3800, I said on the day of the sale of the personal property.
Q. Do you feel that the property will sell for more than $2500 at public sale?
A. I certainly do.
Q. Do you feel that the property will sell for more than $2200 at private sale?
A. Yes, I think so.
Q. Do you consider the sale of this property to John J. Bevans for $2500 to be a fair and adequate price for same?
A. No.
Q. Do you consider the sale of this property for $2500 to be advantageous to the parties of interest?
A. No, if it would bring $3000.
Q. Upon what do you base the value of this farm?
A. It is nicely located, nice soil, and the buildings are all practically new. It is right on the State road, a very desirable little home to my judgment.

Cross Examination Waived By Mr. Harvey.

In answer to the general interrogatory propounded by the examiners to the witness, he answered, "No."

Signature of witness waived by agreement of Counsel.

Irving Hewett, a witness of lawful age, being produced, and by me duly sworn, testifies as follows to interrogatories propounded.

Q. State your name, age, residence, and occupation.
A. Irving Hewett, 32 years old; Valley Lee, Saint Mary's Co. Maryland. Farming.
Q. Are you familiar with this property owned by John Lewis Bean during his lifetime?
A. Yes, I am.
Q. State whether or not you have ever negotiated to purchase this property.

I did ask Mr. Jno Bean would he take appraisal price for it.
Q. Subsequent to the contract with John L. Benans, have you attempted to purchase the property?
A. Attempted to buy it, but didn't get a chance at it.
Q. State whether or not you are ready, willing, and able to pay more than $2500 for this property.
A. Yes, I am.
Q. How much are you prepared to pay for this property?
$3000.

Cross Examination By Mr. Harvey.
Q. If this property is offered at public sale, are you ready, willing and able to pay $3000 for same?
A. Yes.

In answer to the general interrogatory propounded to the witness by the examiners, he answered: "No, sir."

Signature of witness waived by agreement of Council.

Rebuttal:
Thomas W. Bean, a witness of lawful age, being produced, and by me duly sworn, testifies as follows to interrogatories propounded.

Q. State your name, age, residence and occupation.
A. Thomas W. Bean, 62 years of age; Great Mills, Saint Marys County, Md.; farming.
Q. Mr. Bean, I beg if this agreement was entered into with Mr. Benans, were you present when Mr. Benjamin Redman was consulted?
A. Yes, I was present.
Q. What conversation, if any, took place between Mr. Benjamin Redman and the other heirs?
A. I never heard of any. Brothers and sisters agreed on the price, $2500, as near to it as we could get. Benny was present and didn't oppose it. He said it was a good price.

Cross Examination By Mr. Weiner
Q. Was that price agreed upon, $2500, a minimum price?
A. It was the top price.
Q. When that price was set, was there any particular person or persons that you had in mind to consult with regard to the purchase of it?
A. No. No names were mentioned.

Q. It was the consensus of opinion of those present when this price was agreed upon, however, to obtain as much for the property as they could, was it not?
A. No. $25-00 was all we asked for the property.
Q. They would have sold the property for $25-00 if more than that price was available?
A. I don't know if we could.
Q. If more than $2500 could be obtained, wasn't it your idea to get more than $25-00 for it if you could?
A. No. We would have had to set another price.
Q. At the time this property was offered to Mr. Bevans for $2500, did you know of anyone else interested in the property?
A. We offered it to Mr. Bevans, and he agreed, and there was no further to go.
Q. You didn't try to sell it to Mr. Hewett?
A. No, we didn't try to sell it to Mr. Hewett.

On answer to the general interrogatory propounded to the witness by the examiner, he answered: "No, sir."

Signature of witness waived by agreement of Counsel.

No other witnesses being named or produced to me, I, then at the request of the Solicitors for the respective parties, closed the depositions taken in the said cause and now return them closed under my hand and seal, together with two exhibits originally filed with the bill of complaint.

No other witnesses being named or produced, I at the request of the Solicitors of the respective parties closed the testimony taken in said cause and now return same closed under my hand and seal this twenty-ninth day of April, 1939, together with two exhibits originally filed with the bill of complaint.

C. Henry Cainalir (Seal)
Examiner

Costs and expense of the above commission on part of Plaintiffs:

Elmer A. Harris,	Witness	.75
G. Warren Evans	Witness	.75
C. Henry Cainalir,	Examiner 2 days	8.00

Hurauch Wible, Rtn.		3.00
Cashand expense on part of Defendants		
Wm. Jennings Russell, Witness		.75
Charles N. Ridgell,	do.	.75
Irving Hewitt	do.	.75
C. Henry Camalier,	Examiner 2 days	8.00
Hurauch Wible,	Rtn.	3.00

Filed April 29, 1938.

Plaintiffs Examiner's Exhibit No. 1.

For "Plaintiffs Examiner's Exhibit No. 1" see "Plaintiff's Exhibit "A"" recorded on page 117 of this book.

Filed April 20, 1938
C. Henry Camalier,
Examiner.

Re-filed April 29, 1938.

Plaintiffs Examiner's Exhibit No. 2.

For "Plaintiffs Examiner's Exhibit No. 2" see "Plaintiff's Exhibit ~~No. 2~~ "B"" recorded on page 119 of this book.

Filed April 20, 1938
C. Henry Camalier,
Examiner.

Re-filed April 29, 1938.

Agreement to set case for hearing & Argument.

To the Honorable, the Judge of said Court:

It is hereby agreed that the above and aforegoing case be set down for hearing on Bill, Answer, Testimony and Argument.

Joseph D. Steiner
Wm. Aleck Loker
Philip N. Harsey, Jr.

Filed May 31, 1938.

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estate situated in the Second Election District of St. Marys County, called and known as "All That's Left," containing originally sixty-two (62) acres, more or less, but now containing fifty-four acres, more or less, and being all and the same land conveyed to John Louis Brew by James A. Graves by deed dated March 12, 1927 and recorded among the Land Records of St. Marys County, Maryland, in Liber J. M. M. No. 5, folio 27, excepting however, two lots sold therefrom by the said John Louis Brew in his lifetime, containing in the

aggregate eight acres, more or less.

The bill in substance states: That the said John Louis Bean departed this life seized and possessed of the aforesaid real estate intestate on or about November, 1937, without leaving a widow and without leaving any children or parents surviving him, but leaving the following brothers and sisters and the heirs of deceased brothers and sisters, namely, Thomas W. Bean, a brother of the said John Louis Bean, whose wife is Elizabeth Bean, both of St. Mary's County, Maryland; James A. Bean, a brother of the said John Louis Bean, whose wife is Daisy A. Bean, both of said St. Mary's County; Lucy M. Redmond, a sister of the said John Louis Bean, whose husband is Jessie H. Redmond, both of said St. Mary's County; Edward Bean, a brother of said John Louis Bean, unmarried, a non-resident of the State of Maryland and last heard of in the State of New York; Edna Redmond, the widow of Joseph N. Bean, a deceased brother of the said John Louis Bean, who died intestate, whose husband is James O. Redmond; Quinton Bean, a son of the said Joseph N. Bean, whose wife is ~~Matilda~~ Bean; Le Roy Bean, a son of the said Joseph N. Bean, whose wife is Lillian Bean, all of whom reside in St. Mary's County aforesaid; Charles A. Heard, the widower of Mary Bean Heard, a deceased sister of John Louis Bean; Joseph M. Heard, a son of the said Mary Bean Heard, whose wife is Agnes Heard; Grace Heard Woodburn, a daughter of the said Mary Bean Heard, whose husband is Lester Woodburn, all of whom reside in St. Mary's County; Bean Heard, a son of the said Mary Bean Heard, who wife is Willie Heard, both of Baltimore City, Maryland; Benjamin Redman, the widower of Betty B. Redman, a sister of the said John Louis Bean; Benjamin Redman, Jr., unmarried, a son of the said Betty B. Redman, of Charles County, Maryland; James Redman, unmarried, a son of the said Betty B. Redman, of Charles County, Maryland; ~~a son of the said Betty B. Redman~~ Regina Hewitt, a daughter of the said Betty B. Redman, whose husband is Herman Hewitt, Jr., both of said St. Mary's County; Evelyn Redman, unmarried, also known as Sister , a daughter of the said Betty B. Redman, who is a non-resident of the State of Maryland; Paul Redman, Bean Redman, Annie Redman, and Edward Redman, all unmarried and all infants and all children of the said Betty B. Redman, all

of whom are of St. Marys County, Maryland.

That the aforesaid real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated, and in order to make division of said interest, it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their respective interests.

It is thereupon, this 10th day of June, 1938, by the Circuit Court for St. Marys County, Maryland, in Equity, ordered that the complainants, by causing a copy of this order to be inserted and published in some newspaper printed and published in St. Marys County once in each of four successive weeks before the 2nd Monday of July, 1938, give notice to the said Edward Bean and his unknown heirs, if any there be, and Evelyn Redman, also known as Sister , a non-resident of the State of Maryland, of the object and substance of this bill, and warning them and each and all of them to appear in person or by solicitor on or before the 27th day of July next to show cause, if any they may have, why a decree ought not to be passed as prayed.

Jos. M. Mattingly,
Clerk of the Circuit Court
for St Marys County
Maryland.

Filed June 10, 1938.

Certificate of Publication

In the Orphans' Court for St. Marys County, Maryland.

This is to certify that the appended Notice to Creditors has been published in the Saint Marys Enterprise, a newspaper published in St. Marys County, Maryland, once a week for 4 successive weeks, prior to the 2nd Monday of July, 1938, and that the first publication appeared in the issue of June 10th 1938.

Philip N. Harvey, Jr.,
Publisher.

For "Publication" see "Order of Publication" recorded on page 147 of this book, immediately prior to the recording of the Certificate of Publication.

Filed Aug. 4, 1938

Decree Pro Confesso and leave to take testimony

The defendants Edward Bean, if dead, & then any of his unknown heirs, and Evelyn Bean having been given notice by Order of Publication according to the certificate of publication filed in these proceedings and having failed to appear thereto, either in person or by Solicitor and the defendant Benjamin Redman Jr., having been duly summoned and having failed to appear either in person or by solicitor and the time for filing answers to the Bill of Complaint having expired

It is thereupon this 4th day of August 1938 by the Circuit Court for St. Marys County, Md., adjudged, ordered and decreed that the plaintiffs are entitled to relief in the premises, but because it does not certainly appear to what relief the plaintiffs are entitled It is further adjudged and ordered that leave be granted to the plaintiffs to take testimony before one of the standing Examiners of this Court to support the allegations of the Bill of Complaint.

Wm. Mearell Loker,
Judge.

Filed August 4, 1938.

Decree

The above cause standing ready for hearing and being submitted on the Bill and answer and all the other proceedings were, by the Court, read and considered.

It is thereupon this 14th day of September in the year nineteen hundred and 38 by the Circuit Court for Saint Marys County, Adjudged, Ordered and Decreed, that the property called and known as "All That's Left" containing originally 62 acres but now containing 5 4 acres and being the same property mentioned in the proceedings be sold on Saturday, October 8th at 1 P. M. Philip N. Harvey Jr. and Joseph M. Weiner be and they hereby appointed Trustees to make said sale, and that the course and manner of the proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland executed by surety or sureties to be ~~appointed~~ approved by this Court, in the penalty of four thousand ($4,000) Dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or Order in the premises: They shall then proceed to make the said sale, having given at least

three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash on the final ratification of the sale, with a deposit of $ 300 at the time and date of the sale and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their Heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendants, and those claiming by, from or under them or either of them. And the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. Mowell Laker
Judge.

Filed Sept. 15, 1938.

Bond

Know All Men By These Presents, That We Philip N. Harvey, Jr. and Joseph D. Weiner, as Principals, and New Amsterdam Casualty Company, Baltimore, Maryland, a body corporate, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand ($4,000.) Dollars to be paid to the said State or its Certain Attorney to which payment well and truly to be made and done, We bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, Sealed with our seals and dated this 3rd day October in the year Nineteen Hundred and Thirty-eight.

Whereas the above bounden Philip N. Harvey, Jr. and Joseph D. Weiner, by Virtue of a Decree of

the Circuit Court for St. Marys County, Maryland, in Equity passed September 14th, 1938 in a Cause entitled Thomas M. Bean et al are Complainants Vs Edward Bean et al are Defendants, being number 1844 New Equity were appointed Trustees to sell the real estate mentioned in the proceedings in said cause, now the condition of the above obligation is such, That if the above bounden Philip H. Harvey, Jr. and Joseph D. Weiner, Trustees as aforesaid, do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any further decree or order in the premises then the above obligation to be void otherwise to remain in full force and Virtue in law.

Test as to Principal
and Surety
Stephen L. King (Corp.)
(Seal)

Philip H. Harvey, Jr. (Seal)
Joseph D. Weiner (Seal)
New Amsterdam Casualty
Company
Ike Weiner
Attorney-in-Fact.

Recorded in Bond Record Liber J. M. M. No. 1
Folio 95.

Within Bond with Sureties hereby approved this
4th day of October, 1938

Jos. M. Mattingly,
Clerk.

Filed Oct. 4, 1938.

Certificate of Publication of Notice of Sale.

This is to certify that the appended notice of appeared in The News, a newspaper printed and published in St. Marys County, Md. once a week for four successive weeks, the first ~~appeared~~ September 16, 38 and the last appearing Oct. 7 38.

Jos. D. Weiner,
Pub. Rep.

Philip H. Harvey Jr.,
Joseph D. Weiner
Solicitors
Trustees Sale of Valuable Real Estate in St. Marys County, Md.

By virtue of a decree of the Circuit Court for St. Marys County sitting ~~as~~ a Court of Equity, passed on the 14th day of September, 1938 in a cause in said Court pending wherein Thomas

N. Bean and others, are Complainants and Edward Bean and others are Defendants, the undersigned Trustees, appointed to make sale of the property in said proceedings mentioned, hereby give notice that on Saturday, Oct. 8th, 1938 At the hour of 1 o'clock P.M. at the Court House door, in Leonardtown, Md., they will offer for sale by public auction to the highest bidder then and there present, the following described real estate, situated in St. Mary's County, Maryland, to wit:

All that lot, tract, piece or parcel of land situate, lying and being in the Second Election District of St. Mary's County, State of Maryland, called and known as "All That's Left" containing sixty-two acres more or less, conveyed to the late J. Lewis Bean by deed, dated March 12th, 1927 by James A. Graves and recorded in Liber J. M. M. No. 5 Folio 27, one of the land records of St. Mary's County, Maryland. Less several lots containing eight and six tenths acres which was conveyed by J. Lewis Bean during his lifetime to Harry L. Clement and John J. Beavans, respectively, and recorded in Liber J. M. M. No. 5 Folio 402 and Liber J. M. M. No. 5 Folio 426.

The property is improved by a dwelling and several barns and is situated on the main highway leading from Callaway to Valley Lee. The location is ideal being very convenient to the garages, stores, schools etc.

Terms of Sale: The terms of sale as prescribed by the Decree are Cash on the final ratification of the sale with a deposit of $ 500.00 on the day and at the time of the sale.

Philip N. Darsey, Jr.,
Joseph W. Weiner
Trustees.

Filed Oct. 8, 1938.

Report of Sale

To the Honorable, the Judge of Said Court:

The report of Philip N. Darsey, Jr. and Joseph W. Weiner, Trustees, shows that after giving bond with security for the faithful performance of the trust reposed in them by the Decree heretofore passed in the above entitled case, and having given at least three weeks notice of the time, place, matter and terms of sale, by advertisement in the St. Mary's Enterprise and The News, both papers printed and published in St. Mary's County, Md. as appears from the Certificate of Publication of said notice filed in said cause,

they did, pursuant to said notice, attend at the Court House Door in Leonardtown on Saturday, October 8th, 1938 at the Hour of one o'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in this case and decreed to be sold, being all and the same tract or parcel of land situated in the Second Election District of St. Mary's County, Md. called and known as "All That's Left" and more particularly decribed in the Bill of Complaint in the above case filed, wherein the various portions that the said J. Louis Bean sold off are also described.

And the same was sold to Irving E. Hewett he being there and there the highest bidder therefor at the and for the price of twenty eight hundred and fifty dollars and the said purchaser has complied with the terms of sale by depositing the $ 500.00 required by the advertisement of sale, and your Trustees have every reason to believe that said purchaser will fully comply with the terms of sale upon the final ratification thereof.

Philip H. Harvey Jr.
Joseph D. Weiner
Trustees.

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 8th. day of October, before me, the Clerk of the Circuit Court for St. Mary's County Md. personally appeared Philip H. Harvey, Jr. and Joseph D. Weiner, Trustees, and made oath in due form of law that the several matters and things stated in said report of sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

(Court)
(Seal)

Jas. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed Oct. 8, 1938

Auctioneer's report and receipt

This is to certify that at the instance of Philip H. Harvey, Jr. and Joseph D. Weiner, Trustees, named in the proceedings in the above entitled case, I attended at the Court House Door in Leonardtown on Saturday, October 8th, 1938 at the hour of one o'clock in the afternoon and there and there proceeded to sell

the property mentioned in the proceedings in said case, by Public Auction to the highest bidder, and the highest bid made therefore was $2850.00 and the highest bidder was Irving S. Hewett.

Wherefore, said property was sold to the said Irving at ~~the~~ and for the said sum of $2850.00.

As witness my hand and seal this 8th day of October, 1928.

Chas. P. Ahull
Auctioneer

Received of Philip N. Harvey, Jr., and Joseph M. Wenner, Trustees, $ 5.00 fee as Auctioneer.

Chas. P. Ahull
Auctioneer.

Filed Oct. 8, 1928.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 10th day of October, in the year 1928, that the report of the public sale of the real estate situated in the second election district of St. Mary's County, Md., and ~~situated~~ mentioned and described in these proceedings made and reported in this Court on the 8th day of October, 1928, by Joseph M. Wenner and Philip N. Harvey, Jr., Trustees, be ratified and confirmed unless cause to the contrary be shown on or before the 1st Monday in November next, provided a copy of this order be published in St. Mary's County, Md. once a week for four successive weeks before the said first Monday in November, 1928.

The report states that the real estate sold for twenty-eight hundred and fifty dollars ($2850.00).

Jos. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed Oct. 10, 1928.

Certificate of Publication of Order Nisi on Sale
(The News)

This is to certify that the appended Notice appeared in The News, a newspaper published and printed in St. Mary's Co., Md. once a week for four successive weeks, the first appearing Oct 14-28 and the last Nov. 4-28

156 1844 N. E.

Jos. D. Weiner,
Rec. Tres.

For "Order Nisi on Rule" see "Order Nisi on Rule" recorded on page 155 of this book, immediately prior to the recording of the "Certificate of Publication."

Filed Nov. 7, 1938.

Receipt of Ike Weiner, Agent New Amsterdam Casualty Co.
Baltimore, Md.
10-13-38

Philip H. Harvey, Jr. & Joseph D. Weiner,
Leonardtown, Md.
Ike Weiner
10-3-38 Trustees to sell Re: Thomas H. Bean et al vs: Edward Bean, et al.

$16.00
Paid Oct. 26, 1938
Ike Weiner

Filed Nov. 7, 1938.

Receipt of C. Henry Camalier, Examiner.
Received of Philip H. Harvey and Joseph D. Weiner, Trustees, Examiners fee $12.00 No. 1844 N. E. Bean vs. Bean Nov. 5, 38.

C. Henry Camalier,
Examiner.

Filed Nov. 7, 1938.

Final Ratification of Sale and referred to Auditor

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of November, 1938, that the sale of the property mentioned in the proceedings in the above entitled case, made and reported by Philip H. Harvey, Jr. and Joseph D. Weiner, Trustees appointed by the Decree of this Court to make said sale, be finally ratified, no cause to the contrary thereof having been shown, although the notice required by law has been given, as appears from the Certification of the publication of the Copy of the Order Nisi on Rule, which has been filed in said case.

The case is now referred to the Auditor for stating the Account.

Wm. Mumrell Loker,
Judge.

Filed Nov. 11, 1938.

Administrator's Account

In the Orphans' Court for St. Mary's County, Maryland.

The first and final account of James Bean, Administrator of John Louis Bean, late of St. Mary's County, Maryland, deceased.

This accountant charges himself with the amount of inventory as returned to this office $1428.25

And with gain on Sales 19 80

Total assets $1478.05

And he craves allowance for the following payments and disbursements to wit:

By amount paid W. C. Mattingly, funeral	$ 200.00
By amount paid P. W. Bean, Medical account	42.00
By amount paid J. J. Bean	74.07
By amount paid St. Mary's Beacon, Subscription	2.00
By amount paid Ralph J. Raley	5.00
By amount paid John B. Coppage, Tombstone	144.00
By amount to pay John T. Bean, auctioneer	5.00
By amount to pay Enterprise, Notice to Creditors	12.00
By amount to pay Leo Price, Appraiser of Real & Personal Est.	4.00
By amount to pay Lemard Cecil, Appraiser of Real & Personal Est.	4.00
By amount to pay Register of Wills 1% State Tax	14.78
By amount to pay Register of Wills fees in this estate	20.00
	20.50
By amount to pay Administrator his commission of 9%	112.02
	640.37

Assets	$1478.05
Expenses	$ 640.37
	$ 837.68
Less 7½% Coll. Inh. tax	$ 62.82
	$ 774.86

To Thomas N. Bean, Brother, 1/7 interest, less 1/7 coll. inh. tax $ 110.69

To James A. Bean, Brother, 1/7 interest, less coll. inh. tax 110.69

To Madeline Redman, Sister, 1/7 interest, less 1/7 coll. inh. tax 110.69

To Edward Bean, Brother, 1/7 interest, less 1/7 coll. inh. tax 110.69

To Charles A. Heard, Widower of Mary E. Bean, dec'd. sister, 1/2 of 1/7 int. less 1/7 coll. inh. tax 36.90

 1844 N. E.

Joseph M. Heard, son of the said Mary E. Heard, dec'd.	24.60
Grace Heard Woodburn daughter of Mary E. Heard dec'd.	24.60
Bean Heard, son of Mary E. Heard dec'd.	24.60
Benjamin Redmad, widower of Betty Redmond, a deceased	36.90
Benjamin Redman, Jr., son of Betty Redman, 1/2 of 1/7	9.22
James Redman " " " " " "	9.22
Regina Hewett, daughter of " " " "	9.22
Evelyn Redman " " " " "	9.22
Paul Redman, Son " " " " "	9.22
Bean Redman Son " " " " "	9.22
Annie Redman, " " " " "	9.22
Edward Redman, Son " " " " "	9.22
Edna Redmond widows of Joseph H. Redmond, a deceased brother	36.91
Quinton Bean, a son of Joseph H. Redmond 1/2 of 1/7 int.	36.91
Le Roy Bean, " " " " 1/2 of 1/7 int.	36.91

Real Estate appraised at $2000.00
Less 7½% Collateral Tax 150.00

State of Maryland, St. Mary's County, S.S.

I, Eddie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the Account of James Bean, admr. of John Louis Bean, late of said County, deceased, taken from Liber W. C. M. No. 1. Folio 117 and kept in the Office of Register of Wills for St. Mary's County.

In Testimony whereof I hereunto subscribe my name and affix the Seal of said Court and Office, this 4th day of December in the year of our Lord nineteen hundred and thirty-eight.

(~~Reg. of~~) (Orphans') Eddie C. Maddox
(~~Wills~~) (Court) Register of Wills for
(~~Seal~~) (Seal) St. Mary's County,
Maryland.

Filed Dec. 10, 1938

Tax Bill
1938

No. 28
Mr. J. Louis Bean 2 District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1938 Due September 1, 1938

To County Tax on $ 2326 rate 75¢ on $100	$ 17.45
To State Tax on $ " rate 22c on $100	2.35
	22.80
To interest on ~~County~~ Tax from Sept. 1, 1938	.45
To interest on State Tax from Sept. 1, 1938	.15
	$23.40
Cr. 11/20/39	18.04
Bal.	5.36

Filed Dec 13, 1939.

Auditor's Report

In account with Philip N. Harvey Jr. and Joseph D. Weiner, Trustees.

By proceeds from sale, per their report		$2,850.00
To amount due C. Benedict Greenwell, Clerk his fees	$	22.50
" " " Philip N. Harvey, Jr. Atty. for Plaintiff		30.00
" " " Joseph D. Weiner, Atty. for Defendants		5.00
" " " William Alvin Baker, Atty. for Defendants		5.00
" " " Philip N. Harvey, Jr. and Jos. D. Weiner, Trustees		171.00
" " " J. Bernard Love, Sheriff, his fee		7.00
" " " Russell T. Howard, Sheriff, Charles County		2.00
" " " St. Mary's Enterprise and The News, Advs.		131.96
" " " New Amsterdam Casualty Co. Prem., Use Trustees		16.00
" " " C. Henry Camalier, Examiner, Use Trustees		12.00
" " " Laurant Hible, Stenographer		6.00
" " " Elmer G. Harris, Witness		.75
" " " G. Warren Evans, "		.75
" " " Wm. Jennings Russell, "		.75
" " " Charles H. Ridgell "		.75
" " " Irving Hewitt "		.75
" " " Charles P. Whitt, Auctioneer, Use Trustees		2.00
" " " Harrison Hobbs, Taxes 1938 to Oct. 8, 1938		18.04
" " " Virginia T. King, Auditor, his fee		9.00
" " distributable to heirs		2,402.75
	$2,850.00	$2,850.00

By amount distributable to heirs, ut supra $ 2,402.75

~~To amount due Thomas H. Bean, a Holder~~

To amount due Thomas H. Bean, a brother 1/7 $ 343.25
" " " James A. Bean, a brother 1/7 343.25
" " " Lucy M. Redman, a sister 1/7 343.25
" " " Joseph H. Bean, a brother 1/7 deceased:
To Quention Bean, a son 1/2 of 1/7 171.62
" Leray Bean, a son 1/2 of 1/7 171.62
" " " Mary Bean Heard, a sister 1/7 deceased:
To Joseph M. Heard, a son 1/3 of 1/7 114.42
" Grace Woodhurn, a daughter 1/3 of 1/7 114.42
" Bean Heard, a son 1/3 of 1/7 114.41
" " " Betty B. Redman, a sister 1/7 deceased:
To Benjamin Redman. Jr. a son. 1/8 of 1/7 42.90
" James Redman, a son 1/8 of 1/7 42.90
" Regina Hewitt, a daughter 1/8 of 1/7 42.90
" Evelyn Redman, a daughter 1/8 of 1/7 42.91
" Paul Redman, a son 1/8 of 1/7 42.91
" Bean Redman, a son 1/8 of 1/7 42.91
" Annie Redman, a daughter 1/8 of 1/7 42.91
" Edward Redman, a daughter 1/8 of 1/7 42.91
" " " Edward Bean, a brother 1/7 343.25
$2,402.75 $2,402.75

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first, charging the Trustee with the proceeds from sale; and, after crediting them with their costs and expenses and taxes; the net balance is distributed to the heirs of the deceased, as their interests appear in the Bill of Complaint. The Register of Wills advises that the Collateral Inheritance Tax has been paid on this

tract of land. Mr. Charles A. Heard advises that Joseph H. Bean died about 20 years ago, that Mary Bean Heard died in 1928 and that Betty B. Redmon died about 1936, hence their spouses do not inherit this property since John Louis Bean died in November, 1937, having survived his deceased sisters.

All of which is respectfully submitted.

Aloy. F. King,
Auditor

December 20, 1938

Filed Dec. 21, 1938

Order Nisi

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 21st day of December, 1938, that the Report of the Auditor made, stated and filed in the above case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the Third Monday in January, 1939, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of the four successive weeks prior to the said Third Monday in January 1939.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed Dec. 21, 1938.

Certificate of Publication of Order Nisi on Auditor's Report.

This is to certify that the appended matter appeared in The News once a week for four successive weeks before the Third Monday in January, 1939.

Jas. H. Heiner,
Editor.

For "Order Nisi on Auditor's Report" see "Order Nisi" recorded on page 161 of this book immediately prior to the recording of the "Certificate of Publication."

Filed Janu. 13, 1939

Final Ratification of Audit, etc.

Ordered, by the Circuit Court for St. Mary's County, Maryland, this 17th day of January, 1939 that the report of the Auditor filed in the above entitled case be, and the

 1844 N.E.

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 heretofore passed and published in said cause as evidenced by the Certificate of Publication hereunto filed.

Wm. Merrell Baker
Judge of the Circuit Court
for St. Mary's County, Md.

Filed Jany. 17, 1939.

In the matter of the Trust Estate created under the Last Will and Testament of Florence Garner Wilkins Miller, late of Washington City, in the District of Columbia, deceased.

In the Circuit Court for St. Mary's County, Maryland No 1819 N. E.

Petition and Order of Court Thereon

To the Honorable, the Judges of said Court:

The Petition of James C. Mitchell, Trustee as hereinafter shewth, respectfully set forth:

1. That a certain Florence Garner Wilkins Miller, late of Washington City, in the District of Columbia, died sometime during the month of March, in the year 1928, leaving a Last Will and Testament dated March 24, 1928, and duly admitted to probate on April 16, 1928, in the Supreme Court of the District of Columbia, a copy of which said Last Will and Testament is filed herewith prayed to be taken as part hereof and marked Exhibit A, a duly certified copy of said Will having been heretofore filed in the Office of the Register of Wills for St. Mary's County, and being now of record in Liber M. L. C. No. 1, folio 103 etc.

2. That the said Florence Garner Wilkins Miller at the time of her death, was seized and possessed of an undivided one-fourth interest in and to certain lands and premises situate, lying and being in St. Mary's County, Maryland, which she obtained under the Will of her uncle, a certain Richard H. Garner, admitted to probate in the Orphans' Court for St. Mary's County on July 26, 1904, and recorded in Liber G. H. No. 10 No. 8 folio 177, one of the Wills Records for St. Mary's County.

3. That as will more fully appear by reference to the copy of said Florence Garner Wilkins Miller's Will filed herewith as Exhibit A, all of her property was devised to a certain C. Elbert Arnadale in trust to manage and control the same and to pay all necessary expenses thereby incurred, and to apply the net income therefrom to provide such necessities, conveniences and comforts as to said Trustee shall seem best for the brother of the Testatrix William H. Garner; the mother of the Testatrix Rohrita Marshall Williar, the daughters of the Testatrix, Eleanor Key Walter and Louise Blackiston Arnadale, and the grandson of the Testatrix, Ronald M. Walter, with full power and discretion in the manner

and amount and time for disbursement to the beneficiaries of said net income. The Trustee is charged with the duty to maintain and preserve the corpus of the trust estate as nearly in tact as he may find advisable and is expressly authorized and empowered to sell and dispose of any part of said trust estate which he may deem advisable to sell, and to reinvest the same, the trust to continue no longer than twenty-one years after the death of Donald M. Walter.

In addition to other provisions made in the Will, it is further provided that in the event of the death or resignation of C. Elbert Arnadale, then and in said event, the American Security and Trust Company is named Trustee, with all powers vested in the original Trustee.

That the said C. Elbert Arnadale, on the 4th day of April, 1929, and said American Security and Trust Company, on the 13th day of February, 1930, filed in the Probate Branch of the Supreme Court of the District of Columbia, their resignations as Trustees and alternate Trustee, respectively, and that on the 16th day of July, in the year 1930, by an order passed in the Supreme Court of the District of Columbia, in the case of Eleanor Key Walter, et al, Plaintiffs, vs. Donald M. Walter, Junior, Defendant, Equity proceedings No. 51,252 Equity of said Court, a certain Harry G. ~~Harner~~ Garner was appointed to act as Trustee under the Will of the said Florence Garner Wilkins Miller in the place and stead of the said Elbert Arnadale and the American Security and Trust Company.

That the said Harry G. Garner departed this life on or about the 21st day of July in the year 1935, and that on the 17th day of February, in the year 1936, your Petitioner, the said James C. Mitchell, was appointed by an order of the Supreme Court of the District of Columbia to serve as Trustee in the place of the said Harry G. Garner, deceased, as will more fully appear by reference to a duly authenticated copy of said order filed herewith, prayed to be taken as part hereof and marked Exhibit B.

That subsequent to the death of the said Florence Garner Wilkins Miller, proceedings were instituted in the Circuit Court for St. Mary's County, Maryland, for the division and partition of the real estate passing under the Will of Richard H. Garner aforesaid, in which the

said Florence Garner Wilkins Miller had an undivided one-fourth interest, said proceedings having been instituted by Josephine G. Stringfellow, et al, Plaintiffs, against Dorothy G. Pague, et al, Defendants, and being No. 15-70 Next Equity of this Court.

That as will make fully appear by a decree of this Honorable Court passed in said proceedings on the 18th day of January, in the year 1932, it was adjudged, ordered and decreed that the said Harry L. Garner, ~~subsequent~~ substituted Trustee under the Will of Florence Garner Wilkins Miller, shall hold in trust, for the persons and purposes in said Will mentioned, the farm known as "Henky Hill," the store and lot at Milestown, and the lot or parcel of land being a portion of the land known as "Chink Hill" and Hickle Land, which is mentioned and described in the return of the commissioners appointed in said proceedings as Lot No. 2, containing one hundred twenty-six and one-half (126½) acres and described by metes and bounds by the plat attached to said return.

That the only beneficiaries named in the aforesaid Last Will and Testament of Florence Garner Wilkins Miller, who survive, are the said Donald M. Walter, a minor, now twelve years of age, the said Eleanor Key Walter, and the said Louise Blackiston Lindale, who has since remarried and is now Louise N. Gilfeather; and that the last two named beneficiaries are anxious that the real estate above referred to be sold and the proceeds distributed by the Trustee as authorized under the Will of the said Florence Garner Wilkins Miller.

That your Petitioner deems it essential for this Honorable Court to assume jurisdiction in the ~~proceed~~ premises before your Petitioner can convey good and marketable title to the aforesaid real estate located in St. Mary's County.

To the end therefore,

(1) That this Court may take jurisdiction in the premises, and may advise and direct your Petitioner in the further administration of said Trust.

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

James C. Mitchell
Petitioner

Ordered by the Circuit Court for St. Mary's County, Maryland, this 23 rd day of July, in the year 1927, upon the aforegoing Petition of James C. Mitchell, substituted Trustee, as therein set forth, that this Court assume Jurisdiction of the Trust created by the Will of the said Florence Garner Wilkins Miller, for the purpose of effecting a sale of the Real Estate located in St Mary's County, Maryland, pertaining to said Trust and that the said James C. Mitchell, Trustee, qualified in this Court by giving bond to be approved by the Clerk hereof in the sum of Six Thousand dollars conditioned upon the faithful performance of his Trust.

Wm. Merrell Laker,
Judge.

Filed July 23, 1927.

Exhibit A.

In The Name Of God, Amen:

I, Florence G. Miller, of the City of Washington, District of Columbia, being of sound and disposing mind, memory and understanding, and considering the certainty of death and the uncertainty of the time thereof, do make, publish and declare this my last Will and Testament;

First: All my just debts shall by my executor hereinafter named be paid out of my estate as soon after my decease as shall by him be found convenient and expedient.

Second: My funeral expenses shall by my executor hereinafter named be paid out of my estate as soon after my decease as shall by him be found convenient and expedient, and I direct and empower my said executor to make such suitable and proper provisions for my burial and the care of my grave as to him shall seem best, including a future care thereof and the erection of a suitable monument to be selected according to his best judgment.

Third: All the rest residue and remainder of my estate, real, personal or mixed, of whatsoever nature and wheresoever situated and all rights or claims which I may own or have the right to dispose of at the time of my decease I give, devise and bequeath to C. Elbert Arnadale, of the City of Washington, District of Columbia, in trust nevertheless to manage, operate and control the same and to pay all necessary expenses thereby incurred and to apply the net in-

come therefrom to provide such necessities, conveniences and comforts as to said Trustee shall seem best for my brother William A. Garner; my mother, Rebecca Marshall Williar; my daughter, Eleanor Ray Walter; my daughter, Louise Blackston Ansdale; and my grandson, Donald M. Walter, hereby reposing in said Trustee full power and discretion in the manner, amount and time for disbursement to said beneficiaries of said net income. Said Trustee shall maintain and preserve the corpus of the aforementioned trust estate as nearly in fact as he may find advisable, said Trustee being, however, expressly authorized and empowered to sell and dispose of any part of said trust estate, either real or personal or both, which he may deem advisable; and to invest and reinvest, with full power to change and alter investments any of the funds or property belonging to said trust estate, the purchaser or purchasers at such sale or sales to be under no obligation to see to the application of the purchase money. Said Trustee may but shall not be required to retain any investments of which I may be possessed at the time of my decease. Said trust shall under no circumstances continue longer than twenty-one (21) years after the death of said Donald M. Walter.

Said Trustee is authorized, empowered and directed, at such time as in his judgment and discretion he shall deem best during the life of said trust, as hereinbefore provided, to make such distribution or distributions of said trust estate equally between the aforementioned beneficiaries or their respective issue, per stirpes, as may be living at the time of such distribution or distributions.

Should a partial distribution any any time be made and subsequently one or more of said beneficiaries depart this life without issue, then such deceased person or persons or their estates shall have no further right or interest hereunder. I expressly declare that the rights of the beneficiaries hereunder shall be without power of anticipation or alienation.

In the event of the resignation or death of said C. Elbert Ansdale as Trustee hereunder, I hereby designate and appoint the American Security and Trust Company of Washington, D. C. as successor trustee hereunder with all the rights and powers hereby and herein vested in C. Elbert Ansdale

as Trustee hereunder.

Fourth: I do hereby make, constitute and appoint C. Elbert Langdale of the District of Columbia to be the executor of this my Last Will and Testament and direct that he be not required to furnish bond as such executor.

In Testimony Whereof I have hereunto subscribed my name and affixed my seal this 24th day of March, in the year of Our Lord One Thousand Nine Hundred and Twenty-Eight and at the same time have written my name on the margin of the preceding page hereof.

Florence G. Miller (Seal)

The aforegoing last Will and Testament of Florence G. Miller was subscribed by the said Florence G. Miller in our presence, and acknowledged by her to each of us and she at the same time declared the aforesaid instrument so subscribed by her to be her last Will and Testament, and we at her request, have signed our names as witnesses thereto in her presence and in the presence of each other, and written opposite our names our respective places of residence.

John N. Chappell — 3901 Grant Road, N.E.
Witness

Pierce Miller — 1411 K St. N.W. Washington, D.C.
Witness

Marion Leir R.N. — The Chastleton Hotel Apt. 817, Residence Washington, D.C.
Witness

Filed July 23, 1937

In the Supreme Court of the District of Columbia Sitting as Equity Court.
Eleanor Ivy Walters, et al, Plaintiffs, vs. Donald M. Walters, a minor, Defendant. In Equity No. 57, 223.

Exhibit "B"

Order Appointing Substitute Trustee

On consideration of the petition for the appointment of James C. Mitchell Esquire, substitute trustee in the place of the late Mr. Harry G. Garner, and the answer and report of the guardian ad litem, it is, by the Court this 17 day of February, 1936, Adjudged and Ordered that the said James C. Mitchell Esquire, be, and he hereby is, appointed trustee in this cause in the place of Harry G. Garner, deceased, and is to qualify by giving a bond in the sum of One thousand Dollars conditioned upon the faithful performance of his trust.

Jesse C. Wakins
Justice

A true copy
Test:
Frank E. Cunningham,
Clerk
By N.B. Hertzbaugh
Asst. Clerk.
(Court)
(Seal)

Bond of trustee for $1000.00. Approved and filed March 31, 1936.

Frank E. Cunningham,
Clerk,
By N.B. Hertzbaugh
Ass't. Clerk.

Filed July 22, 1937.

Trustee's Bond

Bond No. 4201528

Know All Men By These Presents:

That we, James C. Mitchell, La Plata, Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 ($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 31st day of July in the year of our Lord one thousand nine hundred and thirty seven.

Whereas, the above bounden James C. Mitchell by virtue of a decree of the Honorable the Judge of the Circuit Court of St. Mary's County has been appointed Trustee to sell in Equity Case No. 1819, mentioned in the proceedings in the case of Ex parte in the matter of the Trust Estate created under the last Will and Testament of Florence Garner Watkins Miller, late of Washington City, in the District of Columbia, deceased, now pending in said Court:

Now, The Condition of the above Obligation is such, That, if the above bounden James C. Mitchell, do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

James C. Mitchell, (Seal)

 1819 N.E.

Signed, sealed and
delivered in the
presence of:
Betty Mitchell

(Corp.)
(Seal)

Fidelity and Deposit Company of
Maryland
By E. V. Shockley
E. V. Shockley
Attorney-in-Fact.

As to Surety:
By S. Gillet

State of Maryland Baltimore City, set:
Know All Men By These Presents: That the Fidelity and Deposit Company of Baltimore, a corporation of the State of Maryland, does hereby constitute and appoint E. V. Shockley its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

Witness the seal of the said Fidelity and Deposit Company of Maryland duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April, 1932.

Attest:
J. G. York.
Assistant Secretary

Fidelity and Deposit Company of Maryland
By: E. R. Nuttle
Vice-President

I Hereby certify that the above is a correct and true copy of the original Power of Attorney.
July 30th, 1937.

(Corp.)
(Seal)

Fidelity and Deposit Company of Maryland
T. N. Fercidt. Jr.
Assistant Secretary

Recorded in Bond Record. Liber J. M. M. No. 1, Folio 84

Bond approved August 16, 1937

Jos. M. Mathiesy,
Clerk.

Filed August 16, 1937.

Report of Sale

To the Honorable, the Judges of said Court:

The Report of James C. Mitchell, Substituted Trustee under the Last Will and Testament of

Florence Garner Wilkins Miller, appointed by an order of the Supreme Court of the District of Columbia as shown by "Exhibit B" filed in these Proceedings on July 23, 1937, respectfully shows:

That under the power and authority vested in the said James C. Mitchell, Substituted Trustee, under the Last Will and Testament of the said Florence Garner Wilkins Miller, your said Trustee reports that he has sold at Private Sale to James A. Gibson, of St. Mary's County, Maryland, the following real estate located in St. Mary's County, Maryland, which comprises part of the trust estate referred to in the Last Will and Testament of the said Florence Garner Wilkins Miller and which is particularly described as follows:

First: All that tract or parcel of land, called and known as "Henby Hill", at or near Milestown, and the "Store House and Lot", at Milestown, containing one hundred and ninety-eight (198) acres, more or less, together with that portion of the adjoining farm known as "Blount's Lot", which was added to the farm known as "Henby Hill" by Richard H. Gardner, by a change of the division line fence between said adjoining farms, and which portion of the said "Blount Place", so added to the farm known as "Henby Hill", was awarded by the Commissioners to the said farm known as "Henby Hill."

Second: All that tract or parcel of woodland, situated, lying and being in the Seventh Election District of St. Mary's County, Maryland, being marked and designated as "Part of Chimes Hill" and "Chase", on plat made by Charles A. Hard, County Surveyor, and filed with the return of the Commissioners aforesaid in the above entitled case, and being more particularly described as follows, that is to say: Beginning at a stone at a point marked "B", on said plat, said point being on the Southeast side of the State Road leading from Colton's Point to Morganza, and being also a boundary between the property hereby sold and the property known as "Lawton Hall" now owned by Ernest Burch; thence with the line of "Lawton Hall", South 40° East 3343.5 feet to 2, a stone; Thence the following courses and distances; 2, North 32° East 846 feet to 3, a Post; 3, South 39¾° East 664 feet to 4, a stone; 4, North 21¼° East 1416 feet to 5, a Post; 5, North

1914 N.E.

46½° West 2113.1 feet to 6, a Post; 6, North 70½° West 1009 feet to 7, a Post; 7, North 40° West 380.8 feet to 8, a Post; 8, South 65° West 889 feet to "B", a stone, the point of beginning, containing one hundred and twenty-six and one-fifth (126½) acres, more or less. All of the property above described being a part of the same land and premises which, by the Last Will and Testament of Richard N. Garner, dated June 1, 1904 and recorded among the Wills Records of St. Mary's County, was devised to his wife, Ethaway Durbin Garner, for and during the term of her natural life, and after her death to her nieces, Josephine Garner Slingluff, Martha Garner Pagan, Florence Garner Wilkinson (later Miller) and Blanche Wood Edmonds.

The sale price for all of said property being Five Thousand Five Hundred Dollars ($5,500.00) and the terms of said sale being as follows:

Five Hundred Dollars ($500.00) cash paid to your said Trustee upon signing of the Contract of Sale which was entered into on May 11, 1937, and the balance of Five Thousand Dollars ($5,000.00) to be paid upon final ratification of said sale by this Honorable Court and the delivery of a Deed to the purchaser by your said Trustee.

Respectfully submitted,

James C. Mitchell
Substituted Trustee

State of Maryland, Charles County, To Wit:

I Hereby certify that on this 16 th day of August, in the year 1937, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Charles County aforesaid, personally appeared James C. Mitchell, Substituted Trustee, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

(N. P.)
(Seal)

Betty Mitchell
Notary Public.

State of Maryland, St. Mary's County, To Wit:

I Hereby certify that on this 5 th day of August, in the year 1937, before me, the Sub-

scriber, a Justice of the Peace of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Joseph L. Davis, a real estate agent, residing and doing business in said County, and made oath that he is acquainted with the property mentioned in the aforegoing Report, and also with the value of property in its immediate vicinity and that he believes that the price for which the same was sold was a fair and adequate one.

Witness my hand and Seal.

Harry C. Davis
Justice of the Peace.

State of Maryland, St. Mary's County, to Wit:

I hereby certify that on this 16th day of August, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared John R. Drury and made oath that he is acquainted with the property mentioned in the aforegoing Report, and also with the value of property in its immediate vicinity and that he believes that the price for which the same was sold was a fair and adequate one.

Witness my hand and Notarial Seal.

(N.P.)
(Seal)

C. Benedict Greenwell,
Notary Public.

Filed Aug. 16, 1937.

Petition and Order of Court Thereon

To the Honorable, the Judges of said Court:

The Petition of James C. Mitchell, Substitute Trustee, as shown in these proceedings, respectfully sets forth:

That your Petitioner, as shown by the Report of Sale filed in these proceedings, has sold the property described in said Report to a certain James A. Gibson upon the terms set forth therein:

That the said Florence Garner Wilkins Miller, who died seized and possessed of the property mentioned in these proceedings, was a non-resident of the State of Maryland and that, leaving no personal property in St. Mary's County, Maryland, there has been no administration on her estate in the Orphans' Court of said County.

That your Petitioner is advised that the purchaser cannot be required to accept title

to the property until notice to creditors has been given either by an order of the Orphans' Court or Court of Chancery in the County wherein the land is situated, as provided by Section 114 of Article 93 of the Code of Public General Laws of Maryland.

Therefore your Petitioner prays this Honorable Court to include in the Order Nisi, to be passed on the sale herein reported, a notice to creditors requiring all persons having claims against the estate of the said Florence Garner Wilkins Miller to file them in this Court on or before a certain day to be named therein.

James C. Mitchell
Petitioner and Solicitor

Upon the aforegoing Petition, it is ordered this 16th day of August in the year 1937, that there be included in the Order Nisi, to be passed on the sale of the real estate as made and reported by James C. Mitchell, Substitute Trustee, a notice to the creditors of Florence Garner Wilkins Miller to file their claims with the Clerk of the Circuit Court for St. Mary's County Maryland legally authenticated on or before the 22 day of November 1937.

Wm. Mowell Laker,
Judge.

Filed Aug. 16, 1937.

Order Nisi on Sale.
Notice to Creditors

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 16th day of August, in the year 1937, that the private sale of the real estate mentioned in the proceedings, as made and reported by James C. Mitchell, Substitute Trustee, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of September, in the year 1937; and it is further ordered that creditors of the estate of Florence Garner Wilkins Miller, late of Washington City, in the District of Columbia, deceased, file their claims, legally authenticated, with the Clerk of the Circuit Court for St. Mary's County, Maryland, on or before the 22nd day of November, in the year 1937, that otherwise they may be excluded from the benefits of said deceased's estate; provided a copy of this order be published in St. Mary's County, once in each of three successive

successive weeks before the said 13th day of September, in the year 1937.

The Report states the amount of sale to be $2,200.00 at Private Sale.

Jas. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Aug. 16, 1937.

Certificate of Publication of Order Nisi on Sale and Notice to Creditors.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi on Sale and Notice to Creditors has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for three (3) successive weeks, prior to the 13th day of September 1937 and that the first publication appeared in the issue of August 20th 1937

A. F. King,
Publisher

For "Order Nisi on Sale" and "Notice to Creditors" see "Order Nisi and Notice to Creditors" recorded on page 174 of this book immediately prior to the recording of the Certificate of Publication.

Filed Oct. 2, 1937.

Final Order Ratifying Sale.

Ordered by the Circuit Court for St. Mary's County Maryland, the 2nd day of October, in the year 1937, that the Private Sale of the real estate mentioned in these proceedings, as made and reported by James L. Mitchell, Substituted Trustee, be finally ratified and confirmed no cause to the contrary thereof having been shown, although due notice appears to have been given by an Order Nisi passed in said proceedings.

Wm. Merrell Baker,
Judge.

Filed Oct. 2, 1937.

Petition and Order of Court Thereon

To the Honorable, the Judges of said Court:

The Petition of James L. Mitchell, Substituted Trustee, respectfully sets forth:

That as will appear by the Report of Sale filed in these Proceedings, your said Trustee sold

unto a certain James A. Gibson at Private Sale the property described in said Report at and for the sum of Fifty-Five Hundred Dollars ($5500.00), Five Hundred Dollars ($500.00) of which was paid to your said Trustee and the balance of Five Thousand Dollars ($5,000.00) was to be paid upon final ratification of the sale by this Court as will more fully appear by reference to the written agreement entered into between your said Trustee and the purchaser, James A. Gibson, a copy of which is filed herewith and marked "Exhibit C." That according to the terms of said agreement your said Trustee was to convey the property sold free and clear of liens or encumbrances, but that after final ratification of said sale by this Court, upon examination of the title to the said property by the purchaser's attorney, it developed that at the time the said agreement was entered into the property sold was subject to the following liens; namely:

(a) Mortgage from Eleanor G. Wilkins to Harry Cohen and Max L. Hartman for Eleven Hundred Fifty-Seven Dollars and Twenty-Two Cents ($1157.22) with interest due from May 31, 1922, dated September 1, 1932 and recorded among the Chattel Records of St. Mary's County, Maryland on September 2, 1922, in Liber C. B. G. No. 2, folio 421.

(b) Mortgage from Florence L. H. Miller, et al, to The Eastern Shore Trust Company, a body corporate, for Thirty-Six Hundred Dollars ($3600.00) with interest due from April 8, 1924, dated April 27, 1927, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 2, folio 193 etc.

That the costs of these Proceedings and the amount due on the two Mortgage liens above set forth, (only one of which your Petitioner had actual knowledge of at the time said agreement was entered into, that being the Mortgage to The Eastern Shore Trust Company) exceeded the sum of Fifty-Five Hundred Dollars ($5500.00) and consequently it became impossible for your Petitioner to pay off all of the indebtedness against said property by application of the proceeds from said sale.

That the purchaser, James A. Gibson, realizing that your Petitioner could not convey said property ~~to your Petitioner~~ free and clear of liens and encumbrances, refused to pay to your Petitioner

the balance of Five Thousand Dollars ($5,000.00) due on said sale price upon final ratification of said sale by this Court on or about the first day of October, 1937, and has continually refused to pay said balance unless the property could be conveyed to him free and clear of liens and encumbrances.

That the title to said property remained in that status, (that is to say, in such status that your Petitioner was obligated to convey free and clear of liens or encumbrances but unable to do so) and the purchaser refused to pay the balance of the purchase price unless it was conveyed free and clear of liens and encumbrances) ~~unless~~ until on or about the 21st day of February, 1938, when County Trust Company of Maryland, a body corporate, successor to The Eastern Shore Trust Company, a body corporate, and present holder of the Mortgage lien as above set forth, caused said property to be sold at Mortgage foreclosure aforesaid for the sum of Sixty-Five Hundred Dollars ($6500.00) to a certain Joseph Clifton Hanna, as will more fully appear by reference to Proceedings No. 1845 New Equity of this Court; said Mortgage foreclosure sale having been made at Public Auction at the door of the Court House in Leonardtown, St. Mary's County, Maryland, after due notice thereof, in accordance with the terms of said Mortgage.

That on or about February 17, 1938, the said James A. Gibson caused to be instituted in this Honorable Court Proceedings No. 1847 New Equity wherein he prays that your Petitioner as Substituted Trustee aforesaid, be compelled to convey to him, the said James A. Gibson, the aforesaid property free and clear of liens or encumbrances upon the payment of the Five Thousand Dollars ($5,000.00) balance due on the sale price in accordance with the terms of the aforesaid agreement which is filed herewith as "Exhibit C."

That, in view of the above circumstances, it is impossible for your Petitioner as Substituted Trustee aforesaid, to specifically perform his agreement to the said James A. Gibson.

Wherefore, your Petitioner prays:

(1) That the final order heretofore passed in these Proceedings ratifying the sale of the property described herein to the said James A. Gibson be rescinded and that the agreement entered into by and between your Petitioner as Substituted Trustee aforesaid, and the said

James C. Gibson may be declared null and void upon repayment of the Five Hundred Dollars ($500.00) deposit, now in the hands of your Petitioner, together with all interest accumulated thereon, to the said James C. Gibson.

(2) For such other and further relief as his case may require.

James C. Mitchell
Petitioner and Substituted Trustee

State of Maryland, St. Mary's County, to Wit:

I Hereby certify that on this 7th day of May, in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James C. Mitchell Petitioner in the aforegoing Petition, and acknowledged that the matters and facts in the aforegoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(N. P.)
(Seal)

C. Benedict Greenwell
Notary Public.

On the aforegoing Petition it is ordered this 7th day of May, in the year 1938, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the said James C. Mitchell, Substituted Trustee, as aforesaid, pay unto the said James C. Gibson the sum of Five Hundred Dollars ($500.00), being the sum deposited with him by the said James C. Gibson in accordance with the sale referred to in the aforesaid Petition, together with all interest accrued thereon since the said sum of Five Hundred Dollars ($500.00) has been in the hands of the said James C. Mitchell, Substituted Trustee; and it is ordered further that upon repayment of the Five Hundred Dollars ($500.00) deposit, together with interest accrued thereon, the sale reported in these Proceedings to the said James C. Gibson, be declared null and void, unless cause to the contrary be shown within ten days after the service of a copy of this order and the aforegoing petition on the aforesaid James C. Gibson by the Sheriff of St. Mary's County.

Wm. Mowell Loker,
Judge.

Filed May 7, 1938.

Sheriff's Return

Copy of the within Petition and Order of Court thereon, served upon James A. Gibson this 12th day of May, 1938.

J. B. Lowe,
Sheriff.

Filed May 12, 1938.

"Exhibit C."

This Agreement Made in Duplicate this 11th day of May, in the year nineteen hundred and thirty-seven, by and between James C. Mitchell, Substituted Trustee under the Will of Florence Garner Wilkins Miller, late of Washington City, in the District of Columbia, deceased, hereinafter designated as Vendor, and James A. Gibson, of St. Mary's County, Maryland, hereinafter designated as Vendee.

Witnesseth:- That for and in consideration of the sum of Five Thousand Five Hundred Dollars ($5,500.00) to be paid as hereinafter specified, the said Vendor does hereby sell, and the said Vendee hereby agrees to purchase:

First:- All that tract or parcel of land called and known as "Henby Hill," at or near Milestown, and the "Store house and Lot, at Milestown, containing 198 acres, more or less, together with that portion of the adjoining farm known as "Brann's Lot, which was added to the farm known as "Henby Hill," by Richard N. Garner, by a change of the division line fence between said adjoining farms, and which portion of the said "Brann's Place," so added to the farm known as "Henby Hill, was awarded by the Commissioners to the said farm known as "Henby Hill."

Second:- All that tract or parcel of woodland, situated, lying and being in the Seventh Election District of St. Mary's County, State of Maryland, being marked and designated as "Part of Chinck Hill" and "Lot," on plat made by Charles A. Heard, County Surveyor, and filed with the return of the Commissioners aforesaid in the above entitled case, and being more particularly described as follows; that is to say: Beginning at a stone or a point marked "B," on said plat, said point being on the Southeast side of the State Road leading from Colton's Point to Morganza, and being also a boundary between the property hereby sold and the property known as "Lawton Hall", South 45° East 3343.5 ft. to 2, a stone; thence the following

courses and distances; 2. North 32° East 846 feet to 3, a post; 3. South 39 3/4° East 664 feet to 4, a Stone; 4. North 21 1/4° East 1416 feet to 5; North 46 1/2° West 2113.1 feet to 6, a Post; 6. North 70 1/4° West 1009 feet to 7, a Post; 7. North 40° West 380.8 feet to 8, a Post; 8. South 65° West 889 feet to "B", a Stone, the point of beginning, containing one hundred and twenty-six and one fifth (126 1/5) acres, more or less. All of the property above described, being a part of the same land and premises which, by the Last Will and Testament of Richard N. Garner, dated June 1, 1904, and recorded among the Wills Records of St. Marys County, was devised to his wife, Ottaway Tunnell Garner, for and during the term of her natural life, and after her death to her nieces, Josephine Garner Klinglesf, Dorothy Garner Pague, Florence Garner Wilkins (later Miller), and Blanche Ward Edmonds.

The Terms of said sale being as follows:

The receipt of Five Hundred Dollars ($500.00) of said sale price is acknowledged by the Vendor by the signing of this Agreement, and the balance of Five Thousand Dollars ($5,000.00) is to be paid upon tender of a Deed from the Vendor to the Vendee ~~as soon as the Vendor can take the legal~~ conveying good and marketable title in fee simple, free and clear of liens and encumbrances. And said Deed is to be tendered to the Vendee as soon as the Vendor can take the legal steps necessary in the Circuit Court for St. Marys County, Maryland, to enable him to convey said property legally as Substituted Trustee aforesaid; but it is agreed that ~~that~~ such time shall not exceed the period of five months and that if the Vendor does not have the Deed ready for delivery within five months from the date of this Agreement, then this Agreement shall become void and the Five Hundred Dollars ($500.00) payment will revert to the Vendee.

It is also agreed hereby between the parties hereto that in the event of the failure of the said Vendee to pay the balance of the purchase money at such time as said Deed may be tendered to him within the five months' period aforesaid, and within one month from date said Deed is offered to him, then and in said event the sale thereby made shall become null and void and the Five Hundred Dollars ($500.00) deposit shall be forfeited to the Vendor as Substituted Trustee aforesaid, and said land and

premises shall revest in the Vendor without any claim or condition of the Vendee whatsoever.

It is further understood and agreed by the parties hereto that the "Henby Hill Farm", now occupied by George F. Spalding, tenant, shall remain in the possession of said tenant under the terms of his lease with the Vendor until January 1, 1938, at which time the Vendor agrees that possession of said farm will be surrendered to the Vendee; and the landlord's interest or share in all crops, now located in the barns on said farm, or which may be grown and harvested during the year 1937 belong to and remain the property of the Vendor with the right to the said George F. Spalding to house his 1937 tobacco crop in the barns on said farm and to have access to said barns for the purpose of stripping and marketing said tobacco crop, until August 1, 1938.

Possession of the store property hereby sold, now occupied by J. N. Long, shall be delivered to the Vendee within one month after the delivery of the deed above referred to, and the rents accruing from said store property shall belong to the Vendor until the date said deed is delivered to the Vendee.

The Vendee hereby agrees to pay the costs of preparing and recording the aforesaid deed and also any State or Federal stamp tax incident to the execution of same; and all taxes are to be adjusted to date of transfer.

It is further agreed that all tobacco sticks, which are the property of the said Vendor and now located on said farm, are hereby sold to the Vendee.

Finally, it is agreed hereby that this Contract shall bind the heirs, personal representatives, assigns or successors of the respective parties hereto in the same manner as it is intended to bind said parties.

Witness the hands and seals of the parties hereto, the day and year first above written.

Test:
C. Henry Camalier.

James C. Mitchell (Seal)
Substituted Trustee, Vendor
James A. Graham (Seal)
Vendee.

Filed May 7, 1928

1819 N. E.

Answer of the Defendants to the Petition filed

To the Honorable, Judges of the said Court:

James A. Gibson for an answer to the Petition of James C. Mitchell, Substituted Trustee, in the above entitled case, respectfully says:

That he admits the allegations as to the existence of the two Mortgages; the contract of sale; the ratification of the sale of the property described in said contracts to James A. Gibson, but denies absolutely that he had ever refused to accept such title as the Substituted Trustee could give prior to the Foreclosure proceedings instituted by the County Trust Company of Maryland, successor to the Eastern Shore Trust Company, a body corporate, and on the contrary avers that he has always been ready, willing and able and is now ready, willing and able to comply with the covenants on his part to be performed, and further avers that at the suggestion of the Substituted Trustee, he did offer to pay an additional sum of Two Hundred and Fifty Dollars, in order that the sale would be satisfactory to all parties concerned.

Having answered the allegations of the said Petition, the Defendants pray

That the said Petition be denied, with costs to the Petitioner.

And as in duty bound, etc.

C. Henry Cannaday
Atty. for Defendant.

Filed May 23, 1928.

Motion To Strike Answer

Mr. Clerk:

Enter a motion to strike from the files the answer of James A. Gibson to the Petition filed in the above entitled case for the reason that the said Answer was not filed within the time required by the order of Court passed on said Petition.

James C. Mitchell
Petitioner.

Filed May 26, 1928.

Docket Entry

1928, May 31. Rule down for hearing by agreement of Counsel Dr Motion to strike from file the answer of Gibson to Petition. Motion Granted. Exception Noted by Gibson, purchaser.

Decree

Upon the Petition of James C. Mitchell, Substituted Trustee in these proceedings, an order of Court having been passed requiring James A. Gibson to show cause within ten days after the service of a copy of said Petition and order upon him, why the relief prayed for in said Petition should not be granted, and the said James A. Gibson having failed to show cause within the time prescribed; it is thereupon, this 24th day of June, 1938 by the Circuit Court for St. Mary's County, Maryland, in Equity, adjudged, ordered and decreed that the motion of the said James C. Mitchell, Substituted Trustee, to dismiss the Answer of James A. Gibson to the aforesaid Petition, be, and the same is, hereby granted.

And it is further adjudged, ordered and decreed that the order heretofore passed in these proceedings ratifying the sale of the property described herein to the said James A. Gibson, be, and the same is, hereby rescinded; and that the said James C. Mitchell, Substituted Trustee, repay to the said James A. Gibson, the Five Hundred Dollars ($500.00) deposit, together with the sum of Five Dollars and Eighty-Three Cents ($5.83) interest admitted by the said James C. Mitchell, Substituted Trustee, to have accrued on said sum while in his hands, whereupon the Agreement entered into by and between the said James C. Mitchell, Substituted Trustee, and the said James A. Gibson for the sale of the property described in these proceedings, shall be null and void.

Wm. Mennell Lake,
Judge.

Filed June 24, 1938.

Second Report of Sale.

To The Honorable, The Judges Of Said Court:

The Report of James C. Mitchell, Substituted Trustee under the Last Will and Testament of Florence Garner Wilkins Miller, appointed by an order of the Supreme Court of the District of Columbia as shown by "Exhibit B" filed in these Proceedings on July 23, 1937, respectfully shows:

That as will appear by reference to the papers filed in these proceedings, the sale of the real estate as made to James A. Gibson and heretofore reported, has been set aside and declared null and void as will appear by an

order of this Honorable Court passed herein on or about the 24th day of June, 1938.

That under the power and authority vested in the said James C. Mitchell, Substituted Trustee under the Last Will and Testament of the said Florence Garner Wilkins Miller, your said Trustee reports that he has resold at private sale to Joseph Clifton Dunn of St. Mary's County, Maryland, the real estate mentioned and described in the aforesaid Report of Sale to the said James A. Gibson which is particularly described as follows:

First: All that tract or parcel of land called and known as "Henby Hill", at or near Millstown, or the "Store-house and Lot" at Millstown, containing one hundred and ninety-eight (198) acres, more or less, together with that portion of the adjoining farm known as "Brann's Lot", which was added to the farm known as "Henby Hill", by Richard H. Gardner, by a change of the division line fence between said adjoining farms, and which portion of the said "Brann's Plot", so added to the farm known as "Henby Hill", was awarded by the Commissioners to the said farm known as "Henby Hill."

Second: All that tract or parcel of woodland, situated, lying and being in the Seventh Election District of St. Mary's County, Maryland, being marked and designated as "Part of Chinck Hill" and "Lot", on plat made by Charles G. Hart, County Surveyor, and filed with the return of the Commissioners aforesaid in the above entitled cause, and being more particularly described as follows, that is to say: Beginning at a stone at a point marked "B." on said plat, said point being the southeast side of the State Road leading from Colton's Point to Morganza, and being also a boundary between the property hereby sold and the property known as "Lawton Hall", now owned by Ernest Burch; thence with the line of "Lawton Hall", South 40° East 3343.5 feet to 2, a stone; thence the following courses and distances, 2. North 32° East 846 feet to 3, a Post; 3, South 29¾° East 664 feet to 4, a stone; 4, North 21¼° East 1416 feet to 5, a Post; 5, North 46½° West 2113.1 feet to 6, a Post; 6, North 70¼° West, 1009 feet to 7, a Post; 7, North 40° West 380.8 feet to 8, a Post; 8, South 62½° West 889 feet to "B", a stone, the point of beginning, containing one hundred and twenty-six and one-fifth (126⅕) acres, more or less. All of the

8191 E.

property above described, being a part of the same land and premises which, by the Last Will and Testament of Richard H. Garner, dated June 1, 1904, and recorded among the Wills Records of St. Mary's County, was devised to his wife, Catharine Turner Gartner, for and during the term of her natural life, and after her death to her nieces, Josephine Garner Stinglaff, Dorothy Garner Pogue, Florence Garner Wilkins (later Miller) and Blanche Ward Edmonds.

The sale price for all of said property being Seven Thousand and Five Hundred ($7,500.00) and the terms of said sale being as follows:

Five Hundred Dollars ($500.00) Cash paid to your said Trustee on day of sale, which was September 13, 1938, and the balance of Six Thousand Five Hundred and Five Hundred Dollars ($6,500.00) to be paid upon final ratification of said sale by this Honorable Court and the delivery of a deed to the purchaser by your said Trustee.

Respectfully submitted.

James C. Mitchell
Substituted Trustee.

State of Maryland, Charles County, To Wit:

I Hereby certify that on this 19th day of September, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Charles County aforesaid, personally appeared James C. Mitchell, Substituted Trustee, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my Hand and Notarial Seal.

(N.P.) (Seal)

Betty Mitchell
Notary Public.

State of Maryland, St. Mary's County, To Wit:

I Hereby certify that on this 21st day of September, in the year 1938, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Lewis F. Abell, a Real estate Agent residing and doing business in said County, and made oath that he is acquainted with the property mentioned in the aforegoing Report, and also with the value of property in its immediate vicinity and that he believes that the price for which the same was sold was a fair and adequate one.

Witness my hand and Seal.

Paul J. Bailey, J. P. (Seal)

State of Maryland, St. Mary's County, To Wit:

I hereby certify that on this 21st day of September, in the year 1928, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for St Mary's County aforesaid, personally appeared John R. Drury a real estate agent, residing and doing business in said County and made oath that he is acquainted with the property mentioned in the aforegoing Report, and also with the value of property ~~mentioned~~ in its immediate vicinity and that he believes that the price for which the same was sold was a fair and adequate one.

Witness my hand and Seal.

Paul J. Bailey, J. P. (Seal)
Justice of the Peace.

Filed Sept. 21, 1928.

Order Nisi

Ordered by the Circuit Court for St. Mary's County, Maryland this 21st day of September, in the year 1928, in Equity, that the sale of the real estate described and mentioned in the above entitled cause, as made and reported by James C. Mitchell, Substituted Trustee under the Last Will and Testament of Florence Garner Wilkins Miller, as set forth in the Second Report of Sale filed in these Proceedings, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 7th day of October, in the year 1928, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once a week for four successive weeks, before the said 17th day of October, in the year 1928.

The Report states the amount of sale to be $7,000.00

Jas. M. Mattingly
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Sept. 21, 1928.

Certificate of Publication of Order Nisi on Second Report of Sale.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi

#1819 N.E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 17th day of October 1938 and that the first publication appeared in the issue of Sep. 22nd 1938

G. F. King,
Publisher.

For "Order Nisi on Second Report of Sale" see "Order Nisi" recorded on page 186 of this book, recorded immediately prior to the recording of the "Certificate of Publication."

Filed Oct. 22, 1938.

Final Order Ratifying Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, this 22nd day of October, in the year 1938, that the sale made and reported as set forth in the Second Report of Sale filed in these proceedings by James C. Mitchell, Substituted 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 Order Nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Wm. Mitchell Loker,
Judge.

Filed Oct. 22, 1938.

Account of Walter J. Mitchell

La Plata, Md.
Nov. 12th, 1938

Estate of Florence G. Miller
To Walter J. Mitchell, Jr.

1931-1934
To Services as Attorney in Partition and acted in St. Mary's County, Md. & in securing appointment of Substitute Trustee in Estate of F. G. Miller in District of Columbia Court. $200.00
" Advance for copy of Testimony in Exceptions to Report of Commissioners to divide real Estate, St. Mary's Co. 5.00
Total $205.00

State of Maryland, Charles County, to wit:

5191 N. C.

I hereby certify that on this 12th day of November in the year nineteen hundred and thirty-eight, personally appeared Walter J. Mitchell, and made oath in due form of law that the above account is true and bona fide, and that no part of the same has been paid.

As witness my hand & notarial seal.

(N. P.) Betty Mitchell
(Seal) Notary Public.

Filed Dec. 19, 1938.

Account of Admr. of Estate of Harry G. Garner, deceased

This Accountant, as Administrator of Harry G. Garner, charges himself with the following receipts collected by the said Harry G. Garner between the time of the filing of the Third Account by the said Harry G. Garner, as substituted Trustee, and the death of the said Harry G. Garner on July 21, 1935:

			Dr.	Cr.
1934				
Sept. 7	To	proceeds from four hogsheads of tobacco raised on Henby Hill Farm, and sold by Edelen Brothers, Baltimore, Maryland.		$148.00
Sept. 20	To	proceeds from one hogshead of tobacco, raised on Henby Hill Farm, and sold by Edelen Brothers, Baltimore, Maryland.		10.25
Nov. 22.	To	proceeds from one hogshead of tobacco raised on Henby Hill Farm, and sold by Edelen Brothers, Baltimore, Maryland.		11.95
1935				
Apr. 1	To	amount collected from John Long, Tenant for State House property, from April 1, 1934, to April 1, 1935.		144.00

And he claims credit and allowance for the following payments and disbursements:

1934			
Sept. 21	By	this sum paid Treasurer of St. Mary's County, State and County Taxes, on property pertaining to said estate, for Year of 1934	$ 87.29
Nov. 7.	By	this sum paid, being one-third of the cost of one ton of Fertilizer for wheat on Henby Hill Farm,	7.34

1932			Dr.	Cr.
Jan.	7	By this sum paid Fire Insurance Company of Montgomery County, being premium on insurance on improvements upon property pertaining to said estate, to January 1, 1936,		29.79
		Amount forward	$314.20	$124.42
		Amount forward	$314.20	$124.42
1932				
Feb.	2	By this sum paid for two bags of Fertilizer for Henley Hill Farm,		2.50
Mar.	4	By this sum paid Guy Brothers, for 40 rods of fence wire and 5 pounds of staples, for Henley Hill Farm,		20.20
May	4	By this sum paid Guy Brothers, for rolls of Barbed wire, for Henley Hill Farm,		3.50
May	21	By this sum paid Guy Brothers, for one ton of Fertilizer, for Henley Hill Farm,		34.50
May	21	By this sum paid H. N. Mattingly, for corn and lime used on Henley Hill Farm,		8.80
June	4	By this sum paid H. N. Mattingly, for corn and lime used on Henley Hill Farm,		34.50
		By this sum paid Auditor, being fee for filing this account in the District of Columbia Court,		2.00
		By this sum being Commission due estate of Harry G. Garner on the sum of $314.20 being amount collected by the said Harry G. Garner, Trustee, since the filing of his Third account, at the rate of 10%		21.42
		Balance accountable,		49.26
			$314.20	$314.20
		Amount of overpayment as shown by Third Account of Harry G. Garner, Substitute Trustee,	$200.16	
		Less balance accountable as above,	49.26	
			$250.90	

State of Maryland, County of St. Marys S.S:

I the undersigned, Zack H. Fowler, Administrator of Harry G. Garner, deceased, do solemnly swear that according to the books and accounts of the said Harry G. Garner, which have come into my possession, the aforegoing account is just and true and that the

1819 N.E.

said Harry G. Garner paid, or secured to be paid, the several sums for which credit and allowance is claimed.

Zack N. Fowler
Administrator of
Harry G. Garner, Decd.

Filed Dec. 19, 1938.

Memo. of Mortgage Debt.

Amounts due on mortgages held by County Trust Company of Maryland against Florence D. N. Miller property.

$15-000.00 with interest from January 22, 1935
$3600.00 with interest from April 8, 1934

County Trust Co. of Maryland
La Plata, Md.
By R. N. Kelly, cashier.

Filed Dec. 19, 1938.

Bill: St. Mary's Beacon.
Jas. C. Mitchell, Solicitor
La Plata, Md. #1819 N.E.

1937				
Sep.	13	To pubg. Notice to Creditors & Order Nisi		12.00
1938				
Feb.	21	" "	Notice of Sale. 16 in 3t.	48.00
Sep.	21	" "	Order Nisi on Private Sale	7.50
		" " " " "	Audit	7.50
			Total	$75.00

Filed Dec. 19, 1938.

Reference to Auditor

The above entitled case is hereby referred to the Auditor this 19th day of December, 1938, for the purpose of stating the account.

Wm. Merrell Loker,
Judge.

Filed Dec. 19, 1938.

Auditor's Report

In account with James C. Mitchell, Trustee for sale of Real Estate.

By proceeds from sale, per his report		$7,005.00	
To C. Benedict Greenwell, Clerk, his fee			$ 24.50
" amount due James C. Mitchell, Attorney			
his fee			30.00
" " "	C. Henry Camalier, Attorney, his fee		10.00
" " "	James C. Mitchell, Trustee,		
	his Commissions		420.30
" " "	J. Bernard Lowe, Sheriff, his fee		1.00

To amount due		Ct. Marie Beacon, Advertising	22.50
"	"	"	Fidelity & Deposit Co. of Md., Prem. on Bond	48.00
"	"	"	Augustus F. King, Auditor, his fee Costs in No. 1845 N.E.	18.00
"	"	"	C. Henry Carnalier, Attorney, his fee	10.00
"	"	"	Fidelity & Deposit Co. of Md., Prem. on Bond	28.00
"	"	"	Ct. Marie Beacon, Advertising	22.50
"	"	"	C. Benedict Greenwell, Clerk, his fee	4.90
"	"	"	Charles P. Abell, Auctioneer, his fee Costs No 1847 N.E.	2.00
"	"	"	C. Henry Carnalier, Attorney, his fee	10.00
"	"	"	Russell T. Howard, Sheriff Chas. Co.	.80
"	"	"	C. Benedict Greenwell, Clerk, his fee	3.20
"	"		distributable to claims	6,313.20
				$7005.00 $7,005.00

By amount distributable to claims, ut supra				$6,313.30
To amount to		County Trust Company of Maryland, Mortgagee, Principal in full with interest to date of ratification of sale, First Mortgage		$1,567.50
"	"	"	County Trust Company of Maryland, Mortgagee Principal in full with interest to date of ratification of sale, Second Mortgage	4,581.72
"	"	"	Zack Fowler, Admr. of Harry D. Garner, amount due Estate, overpayment of Trustee ac. count of Mr. Miller, deceased $456.90 Dis. .217	97.88
"	"	"	Walter J. Mitchell account $285.00 Dis. .217	62.20
				$6,313.30 $6,313.30

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Trustee with the proceeds from sale, per his report; and, after crediting him with his commissions and costs of suits, the net balance is distributed first to the two mortgages in full and balance is distributed to creditors at the rate of .217 on the dollars.

All of which is respectfully submitted.

Alay. F. King,
Auditor

Filed Jany. 19, 1939

Order Nisi on Auditor's Report

Ordered by the Circuit Court for Saint Mary's County, this 17th day of January, in the year nineteen Hundred and thirty nine. That the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday of February, 1939. provided a copy of this order be published in some newspaper published in Saint Mary's County, Maryland for four successive weeks before said second Monday of February, 1939.

C. Benedict Greenwell,
Clerk.

Filed Jany. 19, 1939.

Final Order Ratifying Audit

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 14th day of February, in the year 1939, that the account of the Auditor made and filed in the above entitled cause be finally ratified and confirmed; no cause to the contrary thereof having been shown; although due notice appears to have been given as required by the Order Nisi passed in said cause.

Wm. Mennell Laker,
Judge.

Filed Feby. 14, 1939.

Two Releases and Two Grey Receipts.

Leonardtown, Maryland,
February, 17/39, 1939.

Received from James C. Mitchell, Trustee
Twenty-Eight and 00/100 ——— Dollars
Being amount due me as per the audit filed in No. 1819 New Equity, of the Circuit Court for St. Mary's County, Maryland.
$78.00.

St. Mary's Beacon
By: Alay. F. King 2/17/39

Leonardtown, Maryland,
February, 2/11, 3/9, 1939

Received from James C. Mitchell, Trustee
Eighteen and 00/100 ——— Dollars
Being amount due me as per audit filed in No. 1819

Nun Equity, of the Circuit Court for St. Mary's County, Maryland.
$18.00

Clay. T. King Auditor
2/7/39

Leonardtown, Maryland
February 1939

Received from James C. Mitchell, Trustee,
One and 00/100 ——————————— Dollars
being amount due me as per the audit filed in No. 1819 Nun. Equity, of the Circuit Court for St. Mary's County, Maryland.
$1.00

J. Bernard Love
Thanks.

The undersigned hereby acknowledges receipt of the sum of Six Thousand One Hundred Forty-Nine Dollars and Twenty-Two Cents ($6,149.22), received from James C. Mitchell, Trustee, under the Last Will and Testament of Florence Garner Wilkins Miller, being the distributable share due as per the audit filed in Proceedings No. 1819 Nun Equity, in the Circuit Court for St. Mary's County, Maryland; and in consideration thereof the undersigned does hereby release and discharge the said Trustee as well as the surety upon his bond.
Test:
Richard N. Talley (Corp)
Assistant Secretary (Seal)

County Trust Company of Maryland,
a body corporate,
By: James P. Ryon
Vice-President

Feb. 21, 1939.

The undersigned hereby acknowledges receipt of the sum of Sixty-Six Dollars and Twenty Cents ($66.20), received from James C. Mitchell, Trustee, under the Last Will and Testament of Florence Garner Wilkins Miller, being the distributable share due as per the audit filed in Proceeding No. 1819 Nun Equity in the Circuit Court for St. Mary's County, Maryland; and in consideration thereof the undersigned does hereby release and discharge the said Trustee as well as the surety upon his bond.
Walter J. Mitchell

Feb. 20, 1939.

Filed Mar. 18, 1939.

Release

The undersigned hereby acknowledges receipt of the sum of Ninety Seven Dollars and Eighty-Eight

1819 N.E.

Cents ($97.88), received from James C. Mitchell, Trustee, under the Last Will and Testament of Florence Garner Wilkins Miller, being the distributable share due him as per the audit filed in Proceedings No. 1819 Nuncupative Equity, in the Circuit Court for St. Mary's County, Maryland, and in consideration thereof the undersigned does hereby release and discharge the said Trustee as well as the surety upon his bond.

Witness my hand this 20th day of February, 1939.

Zadek M. Fowler,
Administrator, Harry G. Garner

Filed Mar. 24, 1939.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi on Audit #1819 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the second Monday in February 1939 and that the first publication appeared in the issue of Jan. 20th, 1939.

C. F. King,
Publisher

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded on page 192 of this book.

Filed May 24, 1939.

John Combs Abell, Jr., Next Friend to Edward Alexander Abell, an Infant. Complainants Vs. Edward Alexander Abell, an Infant, Defendant	In the Circuit Court for St. Mary's County, Maryland. In Equity No. 1871 N.E.

Bill of Complaint for Sale of Infant's Real Estate

To the Honorable, the Judges of said Court:—

Your Orator, John Combs Abell, Jr., Next Friend to Edward Alexander Abell, infant, complaining, says:

First: that John Combs Abell, Jr., late of St. Mary's County, deceased, died during the year 1933, in St. Mary's County, Md., testate, leaving, surviving him, no Widow; (his wife, Henrietta J. Abell, having died some years before the death of the said John Combs Abell, Jr.,) but leaving, surviving him, among other children, Edward Alexander Abell, who is an infant.

Second: That the said John Combs Abell, Jr., died seized and possessed, in fee simple, of a tract of land situated in the Eighth Election District of St. Mary's County, Md., containing 65 acres, more or less, which is more fully described in a deed dated August 21st., 1919, from Alois Habler and Theresa Habler, his wife, to the said John Combs Abell, Jr. and Henrietta J. Abell, his wife, as tenants by the entireties, said deed being recorded among the Land Records of St. Mary's County, Md., at Liber E. B. A. No. 18, Folio 324, a certified copy of the record of said deed, being herewith filed as part hereof, marked "Plaintiff's Exhibit "A".

Third: That the said Henrietta J. Abell, wife of the said John Combs Abell, Jr., died some years before the death of the said John Combs Abell, Jr., leaving the said John Combs Abell, Jr., surviving as the owner of the said real estate, in fee simple.

Fourth: That the said John Combs Abell, Jr., devised the said real estate in fee simple, to one of his sons the said infant, Edward Alexander Abell, by his last will and testament, said will having been duly admitted to probate in the Orphan's Court for St. Mary's County, Md., and said Will being recorded among the Wills records of St. Mary's County, Md., at Liber W. L. C. No. 1, Folio 401, and a certified copy of the record of said Will being

herewith filed as part hereof, marked "Exhibit B of Plaintiffs."

Fifth: That your Orator, John Crombe Abell, Jr., Next Friend of said Edward Alexander Abell, Infant, and acting for the best interests and advantage of said Infant, has negotiated for the sale of the said real estate of the said Infant, to George F. Abell, at and for the sum of Nine Hundred Dollars ($900.00) terms of sale, Cash.

Sixth: That Your Orator alleges the said sale on the terms above stated of the said real estate would be for the benefit and advantage of the said Infant and the said sale will be consumated upon the approval and confirmation of the same to Your Honorable Court.

To The End Therefore:

(1) That the said Edward Alexander Abell, Infant, residing in St. Marys County, Md., may answer the premises, and that the sale of the aforesaid real estate negotiated to be sold by Your Orator as aforesaid may be approved and confirmed by Your Honorable Court and a Trustee may be appointed to consumate said sale, and convey the said real estate to the said George F. Abell, of St. Marys Co., in fee simple, and that the proceeds of said sale due such Infant, be invested in some productive fund for his benefit.

(2) That Yours Orators may have such other and further relief as their case may require.

May it please Your Honorable Court to grant unto Your Orators the writ of Subpoena directed to the said Edward Alexander Abell, Infant, residing in St. Marys County, Md., commanding him to be and appear in this Court on some certain day to be named therein, to answer the premises and abide by and perform such Order or Decree as may be passed therein.

And As In Duty Bound, Etc.

Lowe & Bailey
Solicitors for Complainants

Filed Dec. 13, 1938.

Plaintiff's Exhibit A.

U. S. I. R. Stamp One Dol. & 50 Cancelled

This Deed, Made this Twenty First day of August, in the year one thousand nine hundred and Nineteen, by Alois Hahler and Theresa Hahler, his wife, of the City of Altoona, State of Pennsylvania.

Witnesseth, that in Consideration of the sum

of Fifteen Hundred Dollars, the said Alois Kahler and Theresa Kahler, his wife, of the City and State aforesaid, do grant and convey unto J. Combs Abell and Henrietta J. Abell, his wife, as tenants by the entireties, of St. Mary's County, Maryland, their heirs and assigns, in fee simple, all those tracts or parcels of land constituting one entire tract, called or part of "Bellrose", or by whatsoever name or names the same may be called, situate, lying and being in the 8 Election District of St. Mary's County and described as follows, that is to say: All that tract, piece or tract or parcels of land, situated as aforesaid and being the same land conveyed by Enoch B. Abell and wife to John J. Bevan, by deed dated November 18" 1907, and April 16" 1910 and respectively recorded in Liber E. B. A. #7, folio 9 etc and Liber E. B. A. #8 Folio 360, two of the land records of St. Mary's County, Maryland; and also being the same land conveyed by John J. Bevan to John A. Owens, by deed dated the 19th day of September 1910, and duly recorded in Liber E. B. A. #9 Folio 36 one of the land records of St. Mary's County, Maryland; and also being the same land conveyed by John A. Owens, to Alois Kahler, by deed dated the 26th" day of April, 1912, and duly recorded in Liber E. B. A. #10, Folio 125 ~~&~~ one of the land records of St. Mary's County, Maryland, containing sixty-five acres more or less.

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

To Have and to Hold the said real estate 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 J. Combs Abell and Henrietta J. Abell, his wife, or to the survivor, heirs and assigns in fee simple.

And the said Alois Kahler and Theresa Kahler, his wife, do hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said real estate as may be requisite.

Witness the hands and seals of said grantors.

Geo. D. Crawford
as to both signatures.

Alois Kahler (Seal)
Theresa Kahler (Seal)

State of Pennsylvania, City of Altoona, to-wit:

1871 N.E.

I hereby certify that on this 25 day of August in the year one thousand nine hundred and nineteen, before me the subscriber, an Alderman of the State of Pennsylvania in and for the City of Altoona aforesaid, personally appeared Alois Kahler and Theresa Kahle, his wife, and each acknowledged the foregoing deed to be their act.

My com. expires June 4", 1920.

(Seal) Thos. H. Crawford
Alderman

State of Pennsylvania, County of Blair, S. S.

I, G. C. Irvin, Recorder of Deeds etc. of the County and State aforesaid, do hereby certify that Theo. H. Crawford is an Alderman for the Fifth Ward, City of Altoona, in and for said County, is duly commissioned and qualified to act as such; that under the laws of the State of Pennsylvania he is authorized to administer oaths and take acknowledgments of deeds and other writings; that his term of office commenced on the first Monday of January, A. D. 1914 and will expire on the first Monday of January, A. D. 1920; that I am well acquainted with his handwriting and verily believe his signature above written is genuine.

Given under my hand and seal of my office, at Hollidaysburg, on the 12 day of Sept. A. D. 1919.

(Seal) George C. Irvin
Recorder.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the aforegoing is a true and correct copy of the deed from Alois Kahler and Theresa Kahler, his wife, dated August 21, 1919, as recorded in Deed Liber E. B. H. No. 18, Folio 324, et seq., to J. Lombe Abell and Henrietta J. Abell, his wife, said deed recorded on the 20th. day of September, 1919, at 1:30 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 13th. day of December, in the year one thousand nine hundred and thirty-eight.

(Court)
(Seal)

C. Benedict Greenwell
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed Dec. 13, 1938.

Plaintiff's Exhibit "B"

Last Will And Testament Of John Combs Abell, deceased.

I, John Combs Abell, of Saint Mary's County, State of Maryland, do make this my last Will and testament hereby revoking any and all former Wills by me heretofore made.

After all my just debts and funeral expenses have have been paid, I give, devise and bequeath unto my youngest son, Edward Alexander Abell, my farm, situated in the Eighth Election District of St. Mary's County, Maryland, called and known as "Rakehead" and containing sixty five acres, more or less, to him and his heirs forever, and I request that my son, John Combs Abell, Jr., be employed to manage the said farm for my son, Edward Alexander Abell until he shall become of age.

Item. I give, devise and bequeath unto my son, John Combs Abell, Jr., all my personal property, of whatever kind and wheresoever located to him absolutely.

I constitute and appoint my son, Paul J. Abell to be Executor of this my last Will and testament.

In testimony whereof I, John Combs Abell have hereunto set my hand and seal this twenty-fourth day of June, nineteen hundred and thirty-three.

John Combs Abell (Seal)

State of Maryland, St. Mary's County, S.S.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the last Will and Testament of John Combs Abell late of said County, deceased, taken from Liber M. L. C. No. 1. Folio 4&9 and now kept in the office of Register of Wills for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 12th day of December. In the year of our Lord nineteen hundred and thirty-eight.

(Orphans' Court Seal) Addie C. Maddox
Register of Wills for
St. Mary's County, Maryland.

Filed Dec. 13, 1938.

Subpoena To Answer Bill of Complaint.

St. Mary's County, to wit:

The State of Maryland

To Edward Alexander Abell, infant of Saint Mary's County Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of January, 1939 to answer the Bill of Complaint of John Combs Abell, Jr. next friend, for sale of Real Estate of infant against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland this 13th. day of December, 1938.

Issued 13th. day of December, 1938

(Court Seal) C. Benedict Greenwell, Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defence in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned the within named Edward Alexander Abell, infant by reading subpoena to him and copy left with him. Copy also left with John Combs Abell, Jr. next friend, with whom said infant resides.

Wm. E. Clarke,
Sheriff.

Filed Dec. 21, 1938.

Authority to Attorneys to use name as Next Friend

To the Honorable, the Judges of said Court:
I, John Combs Abell, Jr., hereby grant unto A. Kingsley Love and Paul J. Bailey, Attorneys, authority to use my name as Next Friend to Edward Alexander Abell, an Infant, in the above entitled case.

Test:
Harry B. Abell

John Combs Abell Jr.
John Combs Abell, Jr.

Filed Dec. 13, 1938

Bill

Addie C. Maddox, Register

Mr. Paul J. Bailey, Atty.
Pd. Addie C. Maddox, Register

1938
Dec. 12. To Certified Copy of last Will and Testament of John Combs Abell, deceased. $1.22

Received payment
Addie C. Maddox
May 16 - 1939
Thank you!!

Filed Dec. 13, 1938.

Petition and Order Appointing Guardian ad Litem.

To the Honorable, the Judges of said Court:

The Petition of the Plaintiff in this cause respectfully represents unto Your Honors:

1st. That Edward Alexander Abell, Infant, Defendant in the above entitled case, has been duly summoned.

2nd., That said Infant Defendant has no legal guardian.

Wherefore, Your Petitioner pray this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendant, and suggest that William G. Fenwick who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Lowe & Bailey
Solicitors for the Plaintiff

Ordered, by the Circuit Court for St. Mary's County, Md., on this 19th day of January, 1939, upon the foregoing petition that William G. Fenwick be and he is hereby appointed Guardian ad Litem for the infant Defendant named in the aforegoing Petition and he is hereby directed to appear and file his answer in said Infants behalf.

Wm. Mitchell Loker,
Judge.

Filed Jany. 19, 1939.

Answer of Guardian ad Litem for Edward Alexander Abell, infant.

To the Honorable, the Judges of said Court:

The Answer of Edward Alexander Abell, the Infant Defendant named in the Bill of Complaint in this Court against him exhibited, by William G. Fenwick, duly appointed Guardian ad Litem, respectfully represents unto Your Honors:

That the Defendant being an Infant under the age of twenty one years, cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit his rights to the protection of this Honorable Court.

And as in duty Bound, &c.

Wm. G. Fenwick,
Guardian ad Litem.

Filed Jany. 19, 1939.

Petition and Order to take Testimony

To the Honorable, the Judges of said Court:

The Petition of the Complainants in the above entitled case, respectfully shows:

1st. That the said Edward Alexander Abell, Infant, has been duly summoned, and having filed his ~~Name~~ answer by his Guardian ad Litem, William D. Fenwick, (submitting his rights to the protection of this Court).

Your Petitioner therefore prays Your Honorable Court to pass an Order in the premises granting leave to take testimony before one of the standing Examiners of this Court to support the allegations of the Bill of Complaint heretofore filed in this Case.

And as in duty Bound, &c.

Lane & Bailey
Attorneys for the Complainants

Upon the aforegoing petition, it is this 21st day of January, 1939, by the Circuit Court for Pr. Georges County, Md., in Equity, Ordered that leave be, and it is hereby granted to the Complainants in the above entitled case to take testimony before one of the standing examiners of this Court to support the allegations of the Bill of Complaint heretofore filed in this Case.

Wm. Mennell Laker,
Judge.

Filed Jany. 21, 1939.

Examiner's return of testimony

To the Honorable, the Judges of said Court:

Leave of Court having been obtained in the above cause and notice having been given me by the Attorney for the plaintiff of a desire to take testimony in the same, I, Robert E. Wigginton, one of the standing examiners of the Circuit for Pr. Georges County, Maryland, in Equity, duly appointed, qualified and sworn, met on the 26th day of January, 1939 and appointed the 27th day of January, 1939 at 10 A.M. as the day and time and the office of Robert E. Wigginton as the place for the taking of said testimony. At which last mentioned day, time and place I attended and in the presence of the attorney for the plaintiff and the witnesses, proceeded to take the following interrogatories and the answers thereto.

(No appearance for the defendant)

J. Frank Combs, a witness of lawful age, who being produced before me and by me duly sworn, testi-

fied as follows to the interrogatories propounded by the examiner.
1. State your name, age, residence and occupation.
J. Frank Combs, 62 years of age, California, St. Mary's County, Md., Farmer.
2. Do you know the parties to this suit?
Yes I know all of them.
3. Do you know the land mentioned in these proceedings and if so describe it.
Yes I know the land. There is around 65 acres. The buildings are in a run down condition and is depreciating very fast. The land has gone back quite a bit. Most of the buildings are no good they would have to be replaced. The house could be fixed possibly but it is in bad shape. There are about 35 acres of cleared land. Most of it is swamp and there is very little timber on it.
4. There has been a negotiation for the sale of this property for the amount of $9000.00, do you think that this is a fair price and do you think that it would be for the best interest and advantage for the infant defendant to sell the same at this figure and if so state your reasons.
I think it is a good price for it and I think that it is for his interest to sell it. He is old enough to realize that the buildings are going back and he can use the proceeds much better. The infant Edward Alexander Abell is about 16 or 17 year old.

In answer to the general interrogatory propounded to the witness by the examiner he answered I don't think there is anything else.
Test:
Robert E. Wiggington
J. Frank Combs.

Holland Guy, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded by the examiner.
Stated your name age, residence and occupation.
Holland Guy, 61 years of age, California, St. Mary's County, Md., Farmer.
2. Do you know the parties to this suit.
Yes I know them.
3. Do you know the property in these proceedings mentioned and if so describe it.
Yes I know the property, it adjoins me. It has house in very bad condition. It has around about 65 acres. There is about 35 acres of cleared land. The rest is swampy and wooded land. There is no good

timber on it. The land is gone back right much particularly within the last four years. The barns are no good at all but the house could be used some.
4. There has been a negotiation for the sale of this property for the sum of $900.00. Do you consider this a fair and adequate offer and would it be to the best interest and advantage of the infant who owns the property to sell it. State your reasons.
Yes I do consider it to be to his advantage. The property is going back all the time and he would lose interest off if he doesn't sell it and he would have been much better off if he had sold it a few years ago.

In answer to the general interrogatory propounded to the witness by the examiner he answered: I don't believe there is anything else.

Test:
Robert E. Wigginton

Holland Guy

James T. Combs, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded by the examiner.
1. State your name age, residence and occupation.
James T. Combs, 63 years of age, Great Mills, Md. Farming.
2. Do you know the parties to this suit?
Yes I know them.
3. Do you know the property in these proceedings mentioned and if so describe it.
Yes I know the property. It was the property of John Combs Whell, Sr. whose wife was Henrietta T. Whell and she died some years before John Combs Whell who died in June, 1923, and I understand he left a will which left all the property to Edward Alexander Whell, the infant defendant. The property is going down, land and buildings too. It contains about 65 acres of which 30 acres is cleared land. There is no timber on it
4. There has been a negotiation for the sale of this property for the sum of $900.00 Do you consider that this would be a fair and adequate price and would it be for the best interests and advantage for the infant involved to sell same at that figure. State your reasons.
Yes sir. The property is going down, both land and buildings. There is no one doing much for it the

way they have to work it. The boys have not had an opportunity to improve it. They have only lived there.

In answer to the general interrogatory propounded to the witness by the examiner he answered no sir I don't.

Test:
Robert E. Higginton

James T. Combs.

No other witness being named or produced to me, I, then, at the request of the attorney for the plaintiff closed the depositions taken in the said cause and no return them closed under my hand and seal this 27th day of January, 1939 to this honorable Court.

Robert E. Higginton (Seal)
Examiner

Costs And Expenses Of The Above Commission On The Part Of The Plaintiffs.

Robert E. Higginton, Examiner	$8.00
J. Frank Combs, witness	.75
Halland Guy witness	.75
James T. Combs, witness	.75
	$10.25

Filed January 27, 1939.

Order Nisi on Sale

Ordered this 28th day of January, 1939, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the private sale of the above named Infant Defendants interests in the real estate called and known as "Part of Bellwood" or "Rosehud" containing 65 acres of land more or less, located in the 8th. Election District of St. Mary's County, Md., as stated in the Bill of Complaint filed in the above entitled case, be ratified and confirmed unless cause to the contrary be shown on or before the Fourth Monday of February, 1939, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Md. once a week for three successive weeks before the Fourth Monday in February, 1939.

The amount of the sale as alleged in the aforegoing Bill of Complaint is $900.00 for said Infants interests

Wm. Maxwell Lakes,
Judge of the Circuit Court
for St. Mary's County, Md.

Filed January 28, 1939.

Certif. of Publication of Order Nisi on Sale

This is to certify that the appended Notice appeared in The News, once a week for four successive weeks before the 4th Monday in February 39 the first appearing Feb. 3-39 and the last Feb. 24-39.

Jas. H. Nevins,
Editor

For "Order Nisi on Sale" see "Order Nisi on Sale" recorded on page 205 of this book, immediately prior to the recording of the Certificate of Publication.

Filed Feby 25, 1939.

Decree.

The above cause standing ready for hearing and being submitted for Decree, the proceedings were read and considered by the Court.

After having examined the facts alleged in the Bill of Complaint, the Contract made for the sale of the interest of Edward Alexander Abell, infant, in and to the property described in the Bill of Complaint in this case, and it appearing from the proof filed ~~in the Bill of Complaint in this~~ herein that it is for the advantage and interest of the infant owning the property described in the proceedings in the above entitled case, to have said Contract of sale ratified and confirmed by the Court, and it further appearing that the notice of the said sale has been duly published as required by Law in The News, a newspaper printed and published in St. Mary's County Md., as will appear from the certificate of the publication of the Order Nisi duly filed in this case, and no cause to the contrary thereof having been shown, it is therefore, this 28th Day of February, 1939, by the Circuit Court for St. Mary's County, Md., In Equity,

Adjudged, Ordered and Decreed, that the said Contract of sale of the interest of the said Edward Alexander Abell, Minor, in and to the real estate described in these proceedings be and the same is hereby ratified and confirmed.

And it is Further Ordered that A. Kingsley Love and Paul J. Bailey be and they are hereby appointed Trustees to convey unto George F. Abell all the right, title and interest and estate both at Law and in Equity of the said Edward Alexander Abell, minor party Defendant to this cause, in and to the property mentioned in the Bill of Complaint;

and they the said A. Kingsley Love and Paul J. Bailey shall first file with the Clerk of this Court a Bond to the State of Maryland executed by themselves in proper sureties to be approved by this Court or the Clerk thereof, in the Penalty of Two thousand Dollars, ($2000.00). conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises, and on the payment of the said sum of $900.00, being the contract price for the said infant's property aforesaid mentioned, to the said Trustees by the said George F. Uhell, and not before, the said Trustees shall, by good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the said respective purchasers, their heirs and assigns, the said interest of the said Minor in and to the aforesaid property, and the said Trustees shall bring into this Court the money arising from the said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to said Trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their Trust.

Wm. Mearell Loker,
Judge.

Filed Mar. 1, 1939.

Trustee's Bond

Know All Men By These Presents, that we, A. Kingsley Love and Paul J. Bailey, Trustees as Principals and Nora Love as Surety are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars, ($2,000.00), to be paid to the said State or its certain Attorney: to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals this 28th day of February, in the year one thousand nine hundred and thirty nine.

Whereas the above bounden A. Kingsley Love and Paul J. Bailey, by virtue of a Decree of the Circuit Court for St. Mary's County, Md., in Equity, passed on the 28th day of February, 1939, in a cause, entitled, John Combs Uhell, Jr., Next Friend to Edward Alexander Uhell, Infant, Vs. Edward Alexander Uhell, Infant, being #1871, N. E., now pending in said Court, were appointed Trustees to sell

the real estate mentioned in the proceedings in said cause.
Now The Condition Of This Obligation Is Such, That if the above bounden G. Kingsley Lowe and Paul J. Bailey, Trustees, do and shall, well and faithfully perform the Trust reposed in them by said Decree or that may be reposed in them by any further 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.
Witness to all:
Mildred R. Spalding.

G. Kingsley Lowe (Seal)
Paul J. Bailey (Seal)
Nora Lowe (Seal)

Recorded in Bond Record Liber J. M. M. No. 1, Folio 99.

Within Bond Approved this 1st day of March, 1939
C. Benedict Greenwell,
Clerk.

Filed Mar. 1, 1939.

Blanche C. Adrian and
Walter M. Adrian, her husband,
and Julia C. Rawson and
William J. Rawson, her husband,
Complainants.
vs.
Mazie Clarke Henderson and
William Henderson, her husband,
G. Golden Clark, unmarried,
Geraldine C. Braun and
Marvin Braun, her husband,
Roland Clark, unmarried, and
Carlson Clark, unmarried, and
Olive Clark if he be living
and his unknown heirs if dead,
and County Trust Company of
Maryland, a body corporate,
Judgment Lienors,
Defendants.

In the Circuit Court
for St. Mary's County,
Maryland.
in Equity No. 1836 N. E.

Bill of Complaint for Sale of Real Estate
with Two Exhibits

To the Honorable the Judge of said Court:

Your orators complaining say:

1. That Magruder C. Clark, late of St. Mary's County, Maryland departed this life on or about August 24th 1926 intestate, seized and possessed of a tract or parcel of land situate in the Ninth Election District of St. Mary's County and State of Maryland which he in his lifetime purchased from Eugene Price and Joseph C. Habbet by deed dated March 19th 1904 and duly recorded among the Land Records of St. Mary's County aforesaid in Liber E. B. A. No. 3, folio 477 and being more particularly described in said deed as follows, that is to say: All that lot, tract or parcel of land lying and being on St. George's Island in St. Mary's County and State of Maryland being the same property of which a certain Ephraim Chesser was seized and possessed containing five acres, more or less and being assessed in the name of Ephraim Chesser's heirs, being the same land which Eugene Price and Joseph C. Habbet purchased at tax sale of John N. Jones Collector of taxes on the 9th day of July 1901. The deed for same can be found in Liber E. B. A. No. 2 Folio 55 etc. one of the Land Records of St. Mary's County, Maryland. Less a lot containing about one fourth of an acre which was conveyed by the said Magruder C. Clark and wife by deed dated February 28th 1922 to Geraldine C. Braun and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 1 Folio 360 etc. Certified Copies of said deeds being

filed herewith marked Plaintiffs exhibit A and B respectively.
2. That being so seized and possessed the said Magruder C. Clark departed this life intestate on or about the 5th day of August, 1936 without a widow surviving him but bleaving the following children and descendants, to whom the title at law the said land has descended, namely:
(a) Your oratrix Blanche C. Adrian, a daughter of the said Magruder C. Clark, who intermarried with your orator, Walter M. Adrian, both of whom are of full age and reside in Wicomico County, Maryland.
(b) Your oratrix Julia C. Rawson, a daughter of the said Magruder C. Clark who intermarried with your orator, William J. Rawson, both of whom are of full age and reside in Wicomico County, Maryland.
(c) Elmer Clark, a son of the said Magruder C. Clark, who has been absent and unheard of for over seven years and who is believed to be a non-resident having been adopted from the Henry Watson Home in Baltimore, but who is now of full legal age if living but it is unknown whether he be living or dead and if dead whether he left any heirs or not.
(d) Mazie Clark Henderson, a daughter of the said Magruder C. Clark, who intermarried with a certain William Henderson, both of whom are of full legal age and are residents of the District of Columbia.
(e) E. Gladden Clark, a son of the said Magruder C. Clark, who is unmarried but of full legal age and a resident of the State of Maryland and St. Marys County.
(f) Geraldine D. Braun, a daughter who intermarried with a certain Marvin Braun, both of whom are of full legal age and reside in St. Marys County, Maryland.
(g) Rolland Clark, a son who is unmarried, of full age and a non-resident of this State, residing in the District of Columbia.
(h) Carlson Clark, a son of the said Magruder C. Clark, who is unmarried, but of full age and a non-resident of this State residing in the District of Columbia.
(3) That the County Trust Company of Maryland, a body corporate, is a judgment creditor holding judgments recorded in the Circuit Court of St. Marys County against the following defendants as

follows; The County Trust Company of Maryland successor to the Eastern Shore Trust Company vs Maggie Clark Henderson and William Henderson in amount of $225.00

The County Trust Company of Maryland, a body corporate, against Marvin and Geraldine Braun in the amounts of $75.00 and $225.00, respectively and against Carlson Clark in the amount of $80.00; that said judgments constitute a lien on the property above described.

(3) That the said real estate which is improved by a dwelling and outbuildings is not susceptible of partition without material loss and injury to the parties entitled to interest therein and that in order to make division of said interest it will be necessary that that said real estate be sold and the proceeds thereof be divided amongst the parties according to their respective interests therein.

To the end therefore

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

2. That the proceeds of said sale may be distributed between the parties to these proceedings according to their respective interests.

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

May it please your honor to grant unto your oratrix and orators the writ of subpoena directed to the defendants, namely, G. Golden Clark, Geraldine Braun, Marvin Brown and the County Trust Company of Maryland, a body corporate, all residing in St. Mary's County, Maryland, commanding them and each of them to be and appear in this court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein and also the order of publication giving notice to the said Maggie Clark Henderson, William Henderson, Roland Clark, Carlson Clark, and Oliver Clark if he be living and his unknown heirs if he be dead, who are non-residents of this State, of the object and substance of this bill and warning them to appear in this court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why ~~why~~ a decree ~~ought~~ not to be passed as prayed.

And as in duty bound etc.

Philip H. Harvey, Jr.,
Solicitor for Complainants.

212 1636 N.E.

Filed Oct. 25, 1937.

Plaintiff's Exhibit "A"

This Deed, made this 19th. day of March, in the year 1904, by Eugene Price and Joseph C. Hubbs, of Saint George's Island, in Saint Marys County, in the State of Maryland,

Witnesseth, that in consideration of the sum of One hundred Dollars, current money of the United States of America, current money, paid before the signing, sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, We, the said Eugene Price and Joseph C. Hubbs, do grant and convey in fee simple unto Magruder G. Clarke of Saint George's Island in Saint Marys County in the State of Maryland, all that lot, tract or parcel of land lying and being on Saint George's Island in the County and State aforesaid, being the same property and which a certain Ephriam Chesser died and possessed, containing five acres, more or less, and, being assessed in the name of Ephriam Chesser's heirs, being the same land the said Eugene Price and Joseph C. Hubbs purchased at the sale of John W. Jones, Collector of Taxes, on the 9th Day of July in the year 1901. The Deed of same can be found recorded in Liber E. B. A. No. 2 folio 154 &c one of the Land Records of Saint Marys County in the State of Maryland.

Witness our hand and seals.

Test:
George B. Hent.

Eugene Price (Seal)
Jos. C. Hubbs (Seal)

State of Maryland, Saint Marys County, to wit:

I Hereby Certify that on this 20" day of March in the year 1904 before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Saint Marys County, personally appeared Eugene Price and Joseph C. Hubbs trading as Price & Hubbs, and did each acknowledge the aforegoing Deed to be their respective act.

George B. Hent,
J. P.

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing Deed is a true and correct copy of the Deed from Eugene Price and Joseph C. Hubbs, to Magruder G. Clark, dated March 19, 1904, as recorded in Deed Liber E. B. A. No. 3, Folio 477 et seq., one of the Land

Records of Saint Marys County, Maryland, on the 23rd day of March, 1904, at 9:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, in the year one thousand nine hundred and thirty-seven.

Jas. M. Mattingly,
Clerk of the Circuit Court
for Saint Marys County
Maryland.

(Court
(Seal)

Filed October 25, 1937

Plaintiff's Exhibit "B"

No Stamps Required | This Deed, made this 28th. day of February, in the year Nineteen Hundred and Twenty-Three, by Magruder C. Clark and Effie T. Clark, his wife, both of St. Marys County, State of Maryland, Witnesseth:

That in consideration of the sum of Ten Dollars and other good and valuable considerations, we the said Magruder Clark and Effie T. Clark, his wife, of the County and State aforesaid, do grant and convey unto Geraldine G. Braun, of St. Marys County, State of Maryland, all that tract, piece or parcel of ground, situate, lying and being in the 9th Election District of St. Marys County, Maryland and located on St. George's Island and being a part of the property of which the late Ephriam Chesser, died, seized and possessed, and also a part of the same property of which Eugene Price and Joseph C. Stabler, purchased at tax sale of John W. Jones, late collector of State and County Taxes on the 9th. day of July in the year 1901, and conveyed by the said Jones Collector as aforesaid by deed which is duly recorded in Liber E.B.H. No. 2, Folio 154 etc. one of the land records of St. Marys County, State of Maryland, and described as follows, that is to say:

Beginning for the same at a stake and running in a South Western direction 144 feet to a cedar stake; thence in a North Western direction 66 feet to a cedar stake; thence in a North Eastern direction 144 feet to a cedar stake; thence in a South Eastern direction 84 feet to the point of beginning. The said piece or parcel of land above described being a part of the land conveyed by Eugene Price and Joseph C. Stabler, by deed dated the 9th. day of March in the year 1904 to Magruder C. Clark and duly recorded in Liber E. B.H. No. 3, Folio 477 one of the land records of St. Marys County, Maryland.

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

To Have and to Hold the above granted property unto the said Geraldine L. Braun, her heirs and assigns, forever in fee simple.

And the said Magruder C. Clark and Effie T. Clark, his wife, do Hereby covenant that they will warrant specially the property hereby conveyed and that and that they will execute such further assurances of said land as may be requisite.

As witness our Hands and seals the day and year first above written.

Test:
Herman H. Hewitt

Magruder C. Clark (Seal)
Effie T. Clark (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 28 th day of February, 1923, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for St. Mary's County, personally appeared Magruder C. Clark and Effie T. Clark, his wife, and acknowledged the aforegoing deed to be their respective act.

Herman H. Hewitt
Justice of the Peace

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Magruder C. Clark and Effie T. Clark, his wife, to Geraldine L. Braun, dated February 28, 1923, as recorded in Deed Liber J. M. M. No. 1, Folio 360 et seq., one of the Land Records of Saint Mary's County, Maryland on the 3rd. day of March, 1923, at 2:40 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 25 th. day of October, in the year one thousand nine hundred and thirty-seven.

(Court Seal)

Jas. M. Mattingly
Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed Oct. 25, 1937

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estated situated in the Fourth Election District of St. Mary's County, Maryland, called and known as the Ephraim Chesser property and being all and the same land which Magruder C. Clark in his lifetime purchased from Eugene Price and Joseph C. Hobbs by deed dated March 19th 1904 and duly recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. H. No. 3, Folio 477 less & except one-fourth of an acre which the said Magruder C. Clark and wife conveyed to Geraldine C. Braun by deed dated February 28th 1923 and recorded among the Land Records of St. Mary's County Maryland, in Liber J. M. M. No. 15 Folio 36 etc. Said tract of land now contains about four and three-fourths acres, more or less, and is all and the same land of which the said Magruder C. Clark died seized and possessed.

The bill in substance states: That the said Magruder C. Clark departed this life being seized and possessed of the aforesaid real estate, intestate, on or about August 5th 1936, not leaving a widow but leaving the following children as his next of kin and heirs at law, namely: Blanche C. Adrian whose husband is Walter M. Adrian both of Wicomico County, Maryland, Julia C. Rawson whose husband is William L. Rawson, both of Wicomico County, Maryland, Elmer Clark who has been absent and unheard of for over seven years and is not known to be living or dead and if dead his unknown heirs, Maggie Clark Henderson whose husband is William Henderson both of the District of Columbia, L. Golden Clark, unmarried of St. Mary's County, Maryland, Geraldine C. Braun whose husband is Marvin Braun, both of St. Mary's County, Maryland, Roland Clark, unmarried of the District of Columbia, and Carlton Clark, unmarried, of the District of Columbia. All of said parties being adults.

That the County Trust Company of Maryland, a body corporate, is a judgment lender, holding judgments recorded in the Circuit Court for St. Mary's County against Maggie Clark Henderson and William Henderson, and against Marvin Braun and Geraldine Braun and also against Carlton Clark.

That the aforesaid real estate is not sus-

captible 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 the said real estate be sold and the proceeds thereof be divided among the parties according to their respective interest.

It is thereupon this 26th day of October in the year 1937 by the Circuit Court for St. Mary's County Maryland, in Equity, ordered that the Complainants by causing a copy of this order to be inserted and published in some newspaper printed and published in said St. Mary's County, once in each of four successive weeks before the 5th Monday of November next, give notice to the said Wesley Clark if he be living and his unknown heirs if he be dead, Mazie Clark Henderson and William Henderson, Roland Clark and Carlson Clark who are all non-residents of the State of Maryland, of the object and substance of this bill and warning them to appear in person or by solicitor on or before the 15th day of December next to show cause if any they may have why a decree ought not to be passed as prayed.

Jas. M. Mattingly,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Oct. 25, 1937.

Appearance for Defendants

Mr. Clerk:

Please enter my appearance for all the above defendants excepting the County Trust Corp.

Jos. D. Steiner,
Solicitor.

Filed Dec. 31, 1937.

Defendants Answer

To The Honorable, Judge of Said Court:

The defendants, excepting the County Trust Co, in answer to the above Bill of Complaint say:

That they admit the matters and facts alleged in the Bill of Complaint.

That they assent to the passage of any decree that is proper.

And As In Duty Bound, etc.

Joseph D. Steiner
Attorney for Defendants

Filed April 2, 1938

Answer of County Trust Co. of Maryland.

The County Trust Company of Maryland, a Body corporate, by John N. T. Briscoe its attorney, answering the bill of complaint against them and the other defendants in this cause exhibited, says; That it admits the matters and facts set forth the bill of complaint and consents to a passage of a decree for the sale of the property therein described.

As in duty bound etc.

John N. T. Briscoe
Attorney for the County
Trust Company of Maryland.

Filed Apr. 5, 1938.

Petition and answer and order of Court thereon of 1st National Bank of St. Mary's and Jos. M. Mattingly, Judgment Lienors.

To the Honorable, Judge of said Court:

The petition of the First National Bank of St. Mary's a Body corporate and Joseph M. Mattingly, respectfully represents that they are judgment liens; the First National Bank of St. Mary's holding a judgment in the amount of $223.18 against Madwin Braun and Geraldine Braun, parties defendants, with interest and cost from December 29, 1934 and that Joseph M. Mattingly is a judgment lienor in the amount of $99.99, the same being against Geraldine Braun, Roland M. Clark and Mazie E. Henderson, parties defendants.

The First National Bank of St. Mary's and Joseph M. Mattingly, your petitioners, desire to intervene as parties defendants.

Your petitioners admit the allegations and facts set ~~forth~~ out in the Bill of Complaint.

Your petitioners assent to the passage of any decree that is proper by this Honorable Court.

Test:
R. B. Braun, Jr. Cashier. (Corp.) (Seal)

The First National Bank of St. Mary's
Leonardtown, Md.
Geo. W. Jay, President
Wm. Ulrich Loker, Atty.
Jos. M. Mattingly

Ordered this 9th day of April, 1938 by the Circuit Court of St. Mary's County that the First National Bank of St. Mary's, a Body corporate, and Joseph M. Mattingly be made parties defendants to

the above suit, in Equity, No. 1836 and their answer be taken as set forth in the aforegoing petition.

Wm. Mcnerell Lakes,
Judge.

Filed April 9", 1938.

Certificate of Publication

In the Circuit Court for St. Marys County, Maryland.

This is to certify that the appended Order Publication has been published in the Saint Marys Enterprise, a newspaper published in Saint Marys County, Maryland, once a week for four successive weeks prior to the 5th Monday of November, 1937 and that the first publication appeared in the issue of October 29th, 1937.

Philip N. Harvey, Jr.,
Publishers.

For "Order of Publication" see "Order of Publication" recorded on page 215 of this book.

Filed Apr. 30, 1938.

Whereas pro-confesso and leave to take testimony

To the Honorable, Judge of said Court:

The defendant, Ulenes Clark and his unknown heirs if there be any, having been given due notice by Order of Publication to appear to the Bill of Complaint, and having failed to appear or answer.

It is thereupon, this 30th day of April, 1938 by the Circuit Court for St. Marys County, Md., ordered and decreed that the Plaintiff is entitled to relief in the premises; but because it does not certainly appear to what relief the plaintiff is entitled, it is further adjudged and decreed 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.

Wm. Mcnerell Lakes,
Judge.

Filed April 30, 1938.

Examiner's return of testimony together with two exhibits

To the Honorable, the Judges of the said Court:

The above <u>cause</u> being at issue and notice having been given me by the Solicitor for the complainants of a desire to take testimony in the cause (leave of Court having been first obtained), I,

E. Henry Considine, one of the Standing Examiners of the Circuit Court for St. Mary's County, Maryland, in equity, duly appointed, qualified and sworn, met on the 14th day of May, 1938, and assigned the 16th day of May, 1938, at 10 o'clock A.M. as the day and time and the office of Joseph H. Weiner, attorney in Leonardtown, Maryland, as the place for the examination of witnesses in the said cause, and at which last mentioned day, time and place I attended, having given previous notice of such a meeting, and in the presence of Philip H. Harvey, Jr. attorney for the complainants and Joseph H. Weiner, attorney for the defendants, proceeded to take the following questions and the answers thereto.

Robert Golden Clarke, being produced on his own behalf and by me duly sworn, testifies as follows to interrogatories propounded:
State your name. Age. Residence and Occupation?
Robert Golden Clarke. 32 years old. St. George's Island, Maryland. Well Driller.
Is Magruder C. Clarke living or dead, if dead, state whether or not he left any survivors?
Yes he is dead. He left no brother surviving him, but he left the following children; Blanche C. Adrian whose husband is Walter N. Adrian; a daughter, Julia C. Rawson whose husband is William J. Rawson; a daughter Mazie Clarke Henderson whose husband is William Henderson; a daughter Geraldine Brayn whose husband is Marvin Brayn; myself, Robert Golden Clarke, whose is unmarried; a son Roland Clarke whose wife is Marie Clarke; a son Carlem Clarke unmarried; he also left another son, Elmer Clarke, who has been missing and unheard of for more than seven years and it is unknown whether he is living or dead, and if dead, who are his heirs. All of the respective parties are of full legal age.
At the death of Magruder C. Clarke, was he seized and possessed of any real estate and if yes, what does it consist, where located and what is its present value?
Yes. He owned a dwelling and lot containing about 4 3/4 acres, located on St. George's Island, Maryland. I would say that it is worth about one thousand dollars.
(Solicitor for the complainants herewith files with the examiner a certified copy of a deed from Price and Hobbs to Magruder C. Clarke,

marked Examiner's Exhibit No. 1)
State whether or not this property is susceptible of partition among the parties interested therein, without material loss and injury to them?
No, it is impossible to divide this property because of the large number of heirs and the very small acreage, and having only one dwelling.
When did you last see Oliver Clarke?
Oliver was considerably older than me, and I do not even remember or hearing anything from him, in fact none of our family have ever heard anything from him since he left home.
Would it be or not be to the interest and benefit and advantage to all the parties interested in this property to sell the same and divide the proceeds among those entitled to interest?
Yes, because none of the heirs are willing to spend any money on the property for improvements, to pay the taxes and etc., and the property is continually depreciating in value.
Cross-examination waived by Mr. Weiner.
In answer to the general interrogatory propounded to the witness by the examiner, he answered, "That is all." My father did not leave any will."
Signature of witness waived by agreement of Counsel.
(Deed from Magruder Clarke to Geraldine C. Braun filed and marked Examiner's Exhibit No 2.")
At the request of the Solicitors for the respective parties the taking of testimony was adjourned to some future day.
By agreement of Counsel the taking of testimony was resumed on the 19th day of May, 1938, at 12 o'clock P. M. when -
Herman N. Hewitt, a witness of lawful age, who being produced and by me duly sworn testifies as follows to interrogatories propounded.
State your name, Age, Residence and Occupation?
Herman N. Hewitt. 56 years of age. Valley Lee, Maryland. Road Contractor.
Did you know the late Magruder C. Clarke, and is he living or dead?
Yes, I knew Magruder Clarke in his lifetime. He is dead.
State whether or not he was seized and possessed of any real estate in St. Mary's County, Maryland, at the time of his death?
Yes, he owned a small place on St. George's Island,

Maryland. I think it contains about four or five acres of land.
Did he leave any heirs at law? and next of kin?
Yes. I have heard Mr. Robert Golden Clarke name them and he has stated them correctly. Oliver Clarke was a son by a first wife who died many years before Mr. Clarke. Magruder Clarke did not leave any widow. It must have been thirty or forty years ago that Oliver Clarke left here. As far as I know no body has ever heard from him.
Can this real estate be divide among the parties entitle to interest therein, without material loss and injury?
No, it would be impossible to equally divide this property into eight parts.
Would it or not be to the best interest and advantage of the parties to sell this property and divide the proceeds?
Yes. Because the property is now in need of repairs and I feel sure that none of the heirs are willing to spend any money on it.
What is the value of this property?
I would say that it is worth around eight or nine hundred dollars.

Cross-examination waived by Mr. Heiner.

In answer to the general interrogatory propounded by the examiner to the witness, he answered, I have never heard of Mr. Magruder leaving any will."

Signature of witness waived by agreement of Counsel.

Ike Heiner, a witness of lawful age, who being produced and by me duly sworn testifies as follows to interrogatories propounded.
State your name. Age. residence and occupation?
Ike Heiner. 31 years of age. Leonardtown, Maryland. Real Estate and Insurance.
Did you know Magruder Clarke in his lifetime and is he living or dead?
He is dead.
Do you know his heirs at law and next of kin?
Yes.
Did Magruder Clarke own any real estate in St. Mary's County, at the time of his death?
Yes. he owned a small lot in St. Georges Island, Maryland.
Can this real estate be divide among the interested parties without material loss and injury to them?

No. This property is small that it cannot be divided.
Would it be to the benefit and advantage of all the parties to sell this property and divide the proceeds.
Yes, that ~~would~~ is the only way it could possibly be divided.
What is the value of this property?
In my opinion I would say that it is worth around seven hundred dollars.
Did the said Magruder Clarke leave any last will and testament?
I never heard of will that he left.
Cross-examination waived by Mr. Weiner.
In answer to the general interrogatory propounded by the examiner to the witness, She answered, No.

Signature of witness waived by agreement of Counsel

No other witnesses being named or produced to me, I, then at the request of the solicitors for the respective parties closed the depositions taken in the said cause and now return them closed under my hand and seal, together with two exhibits, marked Examiner's exhibit No. 1" to this Honorable Court.

C. Henry Carnalier (Seal)
Examiner

Costs and expenses of the above commission on part of the Complainants.

C. Henry Carnalier,	Examiner	3 days	$12.00
Herman Hewitt,	Witness		.75
Ike Weiner	Witness		.75

Filed July 27, 1938

Decree

The above cause standing ready for hearing and being submitted on the Bill and answer and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 10th day of August in the year nineteen hundred and 38, by the Circuit Court for Saint Mary's County, Adjudged, Ordered and Decreed, that the lot, tract or parcel of land lying and being on St. George's Island in St. Mary's County, Md, containing 4 3/4 acres, more or less, Being the same property owned by the late

Magruder C. Clark, during his lifetime, property mentioned in the proceedings he sold on Saturday, September 3rd, 1938 at 1 o'clock P. M. Philip N. Markey and Joseph H. Weiner he and they thereby appointed Trustees to make said sale, and that the course and manner of the proceedings shall be as follows: they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed, and a surety or sureties to be approved by this Court, in the penalty of one thousand ($1,000.00) Dollars conditioned for the faithful performance of the trusts reposed in them by this decree, or to be reposed in them by any future decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash or ratification of sale with a deposit of two hundred dollars on the day and at the time of sale and as soon as may conveniently after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with and 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, complainants and defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. Merrell Lakes,
Judge.

Filed August 10th, 1938.

1836 N. E.

Bond

Know All Men By These Presents, That We, Philip H. Harvey, Jr. and Joseph W. Weiner, as Principals, and New Amsterdam Casualty Company, Baltimore, Maryland, a body Corporate, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of One thousand ($1000.) Dollars to be paid to the said State or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of August in the year Nineteen Hundred and Thirty-eight.

Whereas the above bounden Philip H. Harvey, Jr. and Joseph W. Weiner, by Virtue of a Decree of the Circuit for St. Mary's County, Maryland in Equity passed August 10th, 1938 in a Cause entitled Blanche C. Adrian and others are ~~Defendants~~ Complainants Vs. Majie Clark Henderson and others are Defendants, being number 1836 Cur Equity were appointed Trustees to sell the real Estate mentioned in the proceedings in said cause, now the condition of the above obligation is such, That if the above bounden Philip H. Harvey, Jr. and Joseph W. Weiner, Trustees as aforesaid, do and shall well and faithfully perform the trusts reposed in them by said Decree or that may be reposed in them by any further Decree or order in the premises then the above obligation to be void otherwise to remain in full force and Virtue in law.

Philip H. Harvey (Seal)
Joseph W. Weiner (Seal)
New Amsterdam Casualty Company
(Corp.)
(Seal)
Ike Wexler
Attorney-in-Fact.

Recorded in Bond Record. Liber J. M. M. No. 1. Folio 95.

Within Bond with Surety is hereby approved this 3rd day of September, 1938 at 9:30 o'clock A. M.

Jos. M. Mattingly,
Clerk.

Filed Sept. 3, 1938.

Certificate of Publication of Notice of Sale

This is to certify that the appended notice appeared in The News, a newspaper published and printed in St. Mary's County, Md once a week for four successive weeks, the 1st insertion Aug. 12, 1938 and the last Sept. 2, 1938.

Jos. D. Weiner,
Sec. Treas.

Trustees Sale of Valuable Real Estate in St. Mary's County, Md.

By virtue of a Decree of the Circuit Court for St Mary's County, sitting as a Court of Equity, passed on the 10th day of August, 1938 in a cause in said Court pending, wherein Blanche C. Adrian and others, are Complainants and Mazie Clark Henderson and others are Defendants, the undersigned Trustees, appointed to make sale of the property in said proceedings mentioned, hereby give notice that on Saturday, Sept. 3rd, 1938 at the hour of 1 o'clock P. M. at the Court House Door, in Leonardtown, Md., they will offer for sale by public auction to the highest bidder there and there present, the following described real estate, situate in St. Mary's County, Maryland to wit:

All that lot, tract or parcel of land lying and being on St. George's Island in St. Mary's County Md., which was conveyed to the late Magruder C. Clark by deed dated March 19th, 1904, by Eugene Price and Joseph C. Hobbs, and recorded among the land records of St. Mary's County, Md. in Liber E.H.H. No. 2 Folio 477 containing five acres, more or less. Less a lot containing about one-fourth of an acre which was conveyed by the said Magruder C. Clark and wife, by deed, dated February 28th, 1923 to Geraldine G. Bruce and recorded among the Land Records of St. Mary's County, Md. in Liber J. M. M. No. 1, Folio 360.

The property is improved by a dwelling and is situated on the water and is suitable for a summer resort as to persons engaged in the seafood or water industry. The location is ideal and very convenient to stores, churches, etc.

Terms Of Sale: The terms of sale are prescribed by the Decree are Cash on the final ratification of the sale with a deposit of $200.00 on the day and at the time of the sale.

Philip N. Harvey, Jr.,
Joseph D. Weiner
Trustees.

Filed Sept. 3, 1938.

1836 N.E.

Trustee's Report of Sale

To the Honorable, Judge of said Court:

The Report of Philip H. Harvey, Jr.; and Joseph D. Weiner, Trustees, shows that, after giving Bond with security, for the faithful performance of the trust reposed & in them by the Decree hereto fore passed in the above entitled case, and having given at least three weeks notice of the time, place, manner and terms of sale, by advertisement in the St. Mary's Enterprise and The News, both newspapers printed and published in St. Mary's County, Md., as appears from the Certificate of Publication of said Notice filed in said proceedings, they did, pursuant to said notice, attend at the Court House Door in Leonardtown on Saturday, September 3rd, 1938 at the Hour of One O'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in this case and decreed to be sold, being all and the same tract or parcel of land lying and being on St. Georges Island in St. Mary's County, Md and more particularly described in the Bill of Complaint in the above case filed, wherein the said tract or parcel that the late Magruder C. Clark sold off is also described.

And the same was sold to the Weiner he being there and there the highest bidder therefore at and for the price of seven hundred and six dollars ($706.00) and the said purchaser has complied with the terms of sale by depositing the two hundred dollars required by the Advertisement of sale, and your Trustees have every reason to believe that said purchaser will fully comply with the terms of sale upon the final ratification thereof.

Respectfully submitted:

Philip H. Harvey, Jr.
Joseph D. Weiner.

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 3rd day of September, 1938 before me, the Clerk of the Circuit Court for St. Mary's County, Md., personally appeared Philip H. Harvey, Jr; and Joseph D. Weiner, Trustees, and made oath in due form of law that the several matters and things stated in said report of sale are true and bona fide as therein set forth and that the sale reported was fairly made.

Joseph M. Mattingly
Clerk of the Circuit Court for
St. Mary's County, Md.

(Court)
(Seal)

Filed Sept. 3, 1938

Certificate of Auctioneer

This is to certify that at the instance of Philip H. Harvey, Jr., and Joseph D. Heiner, the Trustees named in the proceedings in the above entitled case, I attended at the Court House Door, in Leonardtown on Saturday, September 3rd, 1938 at One Oclock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in said case, by Public Auction to the highest bidder, and the highest bid made therefore was seven hundred and six dollars ($706.00) and Ike Heiner was the highest bidder.

Wherefore, said property was sold to the said Ike Heiner at and for the sum of seven hundred and six Dollars ($706.00).

As witness my hand and seal this 3rd day of September, 1938.

Chas. P. Abell,
Auctioneer.

Filed Sept. 3, 1938.

Order Nisi

Ordered by the Circuit Court for St. Marys County, Maryland, in Equity, this 5th day of September, in the year 1938, that the report of the public sale of the real estate situated in the Ninth Election District of St. Marys County, Md. and mentioned and described in these proceedings made and reported to this Court on the 3rd day of September, 1938, by Joseph D. Heiner and Philip H. Harvey Jr., Trustees be ratified and confirmed unless cause to the contrary be shown on or before the 1st Monday in October next provided a copy of this order be published in some newspaper printed and published in St. Marys County, Md. once a week for four successive weeks before the said first Monday in October, 1938.

The report states the said real estate sold for seven hundred and six dollars.

Jos. M. Mattingly
Clerk of the Circuit Court
for St. Marys County, Md.

Filed Sept. 5, 1938

Receipt of Auctioneer

I hereby certify that I received from Joseph D. Heiner and Philip H. Harvey, Jr., Trustees, five dollars this 8th day of September, 1938 which represents the

,836 N. E.

auctioneer's fee in the sale of property generally known as Clarke property in St. George's Salated, Maryland.

Chas. P. Ahell,
Auctioneer.

Filed Sept. 15, 1938.

Receipt of C. Henry Camalier.

Received of Joseph D. Weiner and Philip N. Marsey, Jr. Trustees, Twelve Dollars, Examiner's fee in No. 1836 New Equity, Adrian, et al vs. Mazie Clarke Henderson et al.
Sept. 10th 38.

C. Henry Camalier,
Examiner

Filed Sept. 15, 1938.

Certificate of Publication of Order Nisi on Sale.

This is to certify that the appended notice appeared in The News, a newspaper printed and published in St. Mary's County, Md. once a week for four successive weeks before the first Monday in October, 1938.

Jos. D. Weiner,
Sec. Treas.

For "Order Nisi on Sale" see "Order Nisi" recorded on page 227 of this book.

Filed Oct. 4, 1938.

Order ratifying sale and referring same to Auditor for Account.

Ordered by the Circuit Court for St. Mary's County, Md. in Equity this 8th day of October, 1938, that the sale of the property mentioned in the proceedings in the above entitled case, made and reported by Philip N. Marsey Jr. and Joseph D. Weiner, Trustees appointed by decree of this Court to make said sale, be finally ratified, no cause to the contrary thereof having been shown, although the notice required by law has been given, as appears from the certification of the publication of the Copy of the Order Nisi has been filed in said case.

The case is now referred to the Auditor for stating the account.

Wm. Mowell Lakey,
Judge.

Filed Oct. 8, 1938.

Receipt of Ike Heiner, (Agent, New Amsterdam Casualty Co.)
Baltimore, Md.,
9-9-38

Philip N. Harvey, Jr. & Joseph W. Heiner,
Leonardtown, Md.

Ike Heiner
9-2-38 Trustee to sell Re: Blanche C. Adrian
et al vs: Magie Clark Henderson, et al. $10.00
Paid 10/24/38
Ike Heiner.

Filed Nov. 7, 1938.

Account from Orphans' Court

State of Maryland, St. Mary's County, S.S.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the account of Golden Clarke Administrator of Magruder Clarke late of said County, deceased. — taken from _____ kept in the Office of Register of Wills for St. Mary's County.

In Testimony whereof I hereunto subscribe my name and affix the Seal of said Court and Office, this 16th day of November in the year of our Lord nineteen hundred and thirty-eight.

Addie C. Maddox
Register of Wills for
St. Mary's County, Maryland.

(Orphans' Court Seal)

Final Account of Golden Clarke, administrator of the personal estate of the late Magruder Clarke of St. Georges Island.

In the Orphans' Court for St. Mary's County, Maryland.

The Administrator charges himself with the following:

Sale of personal estate $77.75
The appraised value of the personal estate was $121.50
Less 5% sales. 7 73.75

And he craves an allowance for the following payments and disbursements, to wit:

Register of the Orphans' Court to be paid	$18.50
1% tax on personal estate to be paid	.74
1% inheritance tax on real estate to be paid	4.12
Notice to Creditors to be paid, St. Mary's Beacon	12.00
Appraisers of real and personal prop. to be paid	8.00
Administrators Commission, to be paid	12.50
Bill of C. R. Lewis, to be paid	100.00

1936 N.E.

Funeral bill of N.C. Mattingly paid by administrator 175.00
(Receipt filed)

Doctor's Bill paid by administrator 20.00
(Receipt filed)

1935 and 1936 taxes paid by administrator 2.41
(Receipt filed)

Total amount of disbursements and amounts to be paid. $412.97

Overpayments and amounts to be paid $338.22

Filed Nov. 12, 1938.

Copy of Judgment

State Stamps
$0.10 Cancelled

Joseph M. Mattingly
Plaintiff
Vs.
Geraldine Braun
Roland M. Clark
Mazie E. Henderson

Before Paul J. Bailey, a
Justice of the Peace of the
State of Maryland, in and
for St. Mary's County.

October 26th., 1937. Judgment confessed by Defendants in favor of the Plaintiff for $99.99 Dollars, C. M. Debt, with interest from October 26th., 1937; with respective rights of exemption waived: 10 per cent commission for Attorney's fee, and $1.25 Costs.

Paul J. Bailey (Real)
J. P.

Received this 27th day of October, 1937 at 2:45 o'clock P. M. for record and same day recorded in J. P. Judgment Record Liber J. M. M. No. 1, Folio 189, No. 739 one of the records of St. Mary's Co., and examined by me.

Jas. M. Mattingly,
Clerk.

Recdg. $0.25 Paid
Tax .50 Paid.

Filed Nov. 12, 1938.

Copy of Judgment

Joseph M. Mattingly
vs.
Roland Clark

Before Paul J. Bailey a
Justice of the Peace of the
State of Maryland, in and
for St. Mary's County.

November 12th., 1938 Judgment confessed by Defendants in favor of the Plaintiff for $10.12 Dollars, C. M. Debt, with interest from November 12th 1938,

with respective rights of exemption waived: 10 per cent commission for Attorney's fees, and $1.25 costs.

Paul J. Bailey, (Seal)
J. P.

True Copy- Test:
Paul J. Bailey (Seal)
J. P.

Received this 15 day of Nov. 1938 at 11 o'clock A. M. for record and same day recorded in J. P. Judt. Record Liber No. 1 Folio No. one of the records of St. Mary's Co. and examined by me.

Clerk

Rcd. $0.25

Filed Nov. 15, 1938.

Tax Bills
1937-1938

No. 25
Mr. W. M. Clarke 9 District
To Harrison Hebbe, County Treasurer, Dr.
Taxes for year 1937 Due September 1, 1937

To County Tax on $1870 rate $1.02 on $100.	$19.07
To State Tax on $ " rate $22½c on $100.	4.18
	23.82
To interest on County Tax on Sept. 1, 1937	1.25
To interest on State Tax on Sept. 1, 1937	.33
Nat. fee	.50
	$26.22

No. 27
Mr. W. M. Clark Ninth District
To Harrison Hebbe, County Treasurer, Dr.
Taxes for year 1938 Due September 1, 1938

To County Tax on $820 rate 75c on $100	$6.38
To State Tax on $ " rate 22c on $100	1.96
	8.34
To interest on County Tax from Sept. 1, 1938	.13
To interest on State Tax from Sept. 1, 1938	.04
	$8.51

Filed Nov. 30, 1938.

Auditor's Report.

In account with Philip H. Harvey, Jr. and J. D. Heiner, Trustees.

By proceeds from Sale of Real Estate per their report $706.00

To amount due Jas. M. Mattingly, Clerk, This fee $ 8.50

To amount due C. Benedict Grunwell, Clerk,
Lis fees $ 16.00
" " " Philip H. Marsey, Jr., Atty.
for Plff. 30.00
" " " Joseph D. Weiner, Atty.
for Defts. 3.34
" " " John W. T. Briscoe, Atty.
for Defts. 3.34
" " " Wm. Clark Laker, Atty for Defts. 3.33
" " " Marsey & Weiner, Trustees 42.36
" " " St. Mary's Enterprise,
Advertising 116.25
" " " C. Henry Cashalier, Examiner,
Use Trustees 12.00
" " " New Amsterdam Casualty Co.,
Use Trustees 10.00
" " " Herman H. Hewitt, Witness
to Examiner .75
" " " Ike Weiner, Witness to
Examiner .75
" " " Charles O. Abell, Auctioneer,
Use Trustees 5.00
" " " Harrison Nalley, Co. Treas.,
Taxes, 1937 26.22
" " " Harrison Nalley, Co. Treas.,
Taxes 1938 to 10-1. 7.09
" " " Alexius J. King, Auditor,
his fee 9.00
" " distributable to Administra-
tor and Heirs 412.07
$406.00 $406.00

By amount distributable to administrator
& Heirs, at supra. $ 412.07
To amount due Golden Clarke, Admr.
balance to settle accts. $338.22
" balance distributable to Heirs 73.85
$412.07 $412.07

By amount distributable to Heirs, at supra $73.85
To amount due Blanche A. Adrian,
a daughter 1/8 $ 9.24
" " " Julia C. Rawson,
a daughter 1/8 9.23
" " " Oliver Clark, a son, 1/8 9.23
" " " Mazie C. Henderson,
a daughter 1/8
Use County Trust Com-
pany of Maryland, Judg.
" " " St. Golden Clark, a son 1/8 9.23

To amount due Geraldine C. Braun,
a daughter 1/8
Use First National Bank
of St. Mary's. Judg. 9.22
" " " Roland Clarke, a son 1/8
Use Joseph M. Mattingly,
Judg. Lienar 9.22
" " " Carleon Clark, a son 1/8
Use County Trust Co. of
Md. Judg. Lienar 9.22
$73.8 & $73.82

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Trustees with the proceeds of sale, and, after crediting them with their costs and expenses of suit, together with taxes; the net balance is distributed firstly to the Administrator to pay the claims against the estate of the deceased, and secondly, to the Heirs of the deceased as their interests appear in the Bill of Complaint, the interest of such Heirs who have Judgments against them, being distributed to the Judgment Lienors respectively.

All of which is respectfully submitted.

December 7, 1938.

Alay. F. King,
Auditor.

Filed Dec. 7, 1938.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 7th day of December, 1938, that the report of the Auditor made, stated and filed in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the First Monday in January, 1939 provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of the four successive weeks prior to the said First Monday in January, 1939.

C. Bendict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Dec. 7, 1938

1526 N.6.

Certificate of Publication of Order Nisi on Auditor's Account

This is to certify that the appended Notice, appeared in The News, once a week for four successive before the First Monday in January, 1939.

Jas. D. Weiner,
Editor

For "Order Nisi on Auditor's Account" see "Order Nisi on Auditor's Report," recorded on page 233 of this book, recorded immediately prior to the recording of the Certificate.

Filed Jany. 17, 1939.

Final Ratification of Audit, etc.

Ordered, by the Circuit Court for St. Mary's County, Maryland this 17th day of January, 1939 that the report of the Auditor filed in the above case 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 heretofore passed and published in said cause as evidenced by the Certificate of Publication hereinwith filed.

Wm. Mitchell Lake,
Judge of the Circuit Court
for St. Mary's County,
Maryland.

Filed Jany. 17, 1939

Ida Raley Goade; Lee Elvia Goade;
Agnes Goade, Widow; both
for herself and as Next Friend
to Alice Marie Goade and
Frederick Alapius Goade,
both Minors,
Complainants.
Vs.
Alice Marie Goade and
Frederick Alapius Goade,
both infants,
Defendants.

In the Circuit Court for
St. Mary's County,
Maryland.
In Equity No. 1866 N.E.

Bill of Complaint for Sale & Partition etc.

To the Honorable, the Judges of said Court:

Your Orator, Complaining, say:

First: That Wilson Goade, late of St. Mary's County, Md., deceased was the owner, in fee simple of the hereinafter described real estate, during his life, together with his first wife, Lyda Goade, as tenants by the entireties, said real estate being situated in the Seventh Election District of St. Mary's County, Md., and described as follows:

All that tract or parcel of land called and known as "Part Buckwood Manor", containing 15½ acres more or less, and being all and the same land which was conveyed to the said Wilson Goade and Lyda Goade, his wife by deed dated July 10, 1912, from John W. Renehan and Ella Renehan, his wife, said deed being recorded among the Land Records of St. Mary's County, Md., at Liber E. B. H. No. 15, Folio 87, as will appear from a certified copy of the record of said deed herewith filed as part hereof marked "Exhibit A".

Second: That the said Lyda Goade, wife of the said Wilson Goade, departed this life while the said Wilson Goade and Lyda Goade were so seized in fee simple of the said real estate, in fee simple, and that the said Wilson Goade thereby remained as the sole owner in fee simple of the said real estate.

Third: That after the death as aforesaid of the said Lyda Goade, the said Wilson Goade married the said Complainant, Your Orator, Agnes Goade, and that on or about the 9th. of February, 1928, the said Wilson Goade departed this life at St. Mary's County, while so seized of the said real estate, intestate, and leaving surviving him, as his only heirs at law and next of kin, a son by the said first marriage, Ida Raley Goade; a daughter by the said first marriage, Lee Elvia Goade; a Widow Agnes Goade; an infant daughter by the second

marriage, Alice Marie Kaade; and an infant, son by the second marriage, Frederick Aloysius Kaade; all being Adults except the said last mentioned Infants, & Defendants in this case, who are residents of this, St. Marys County, Md.

Fourth: That the said Mr. Rufus Kaade is a resident of Washington, D.C. Lee Elvie Kaade is a resident of Roanoke, Va., Agnes Kaade is a resident of St. Marys County, Md., as are the two Infant Defendants.

(Fifth) That the said real estate is not susceptible of partition without material loss and injury to the parties so entitled to interests therein as above stated, and that, in order to make division of said interests, it will be necessary that the said real estate be sold, and the proceeds thereof be divided among 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 Orators and the heirs at law as aforesaid of the said Wilson Kaade, late of St. Marys County, deceased, heretofore named and referred to according to their respective rights and interests;

(3) That Your Orators may have such other and further relief as their cause may require.

May it please Your Honors to grant unto Your Orators the Writs of Subpoena directed to the following, both residents of St. Marys County, Md.,:

Alice Marie Kaade
Frederick Aloysius Kaade

commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such Decree as may be passed therein;

And Ist In Duty Bound, Etc.:

Lowe & Bailey
Attorney for the Complainant

Filed Sept. 30, 1938.

Exhibit "A"

U.S.I.R. Stamp Fifty Cents Cancelled	This Deed, Made this 10th day of July, in the year one thousand nine hundred and thirteen, by me John W. Renehan and Ella Renehan, his wife, of St. Marys County, State of Maryland.

Witness; That in consideration of Four Hundred and Fifty Dollars, current money, we the said John W.

Renehan and Ella Renehan, his wife, do grant and convey unto Wilson Goode and Lydia Goode, his wife, of the County and State aforesaid, their heirs and assigns in fee simple, all that tract or parcel of land called and known as "Part Buckwood Manor" lying and being in the Seventh Election District of St. Mary's County, State of Maryland, and containing fifteen and not-fifth (15 1/2) acres, more or less, and described as follows:

Beginning for the same at a stone set on the line heretofore the "Glebe Tract" now owned by Flowden and "Buckwood Manor" now owned by John W. Renehan, thence running with the said "Buckwood Manor", three courses to wit: (1) N. 5 1/4° W. 21.24 per. to a stone set in low ground near the head of a branch; (2) N. 30 1/4° E. 41.88 per. to a stone set in the timber, (3) N. 52 1/4° E. 33.12 per. to a stone set on the aforesaid Glebe line now owned by Hunt, thence running with said tract now owned by Hunt and Flowden one course and distance to wit; (4) S. 37 3/4° W. 90.44 per. to the place of beginning, as surveyed on the 30th Day of June, 1913.

Together with the buildings and improvements thereupon erected, made and being, and all and every the rights, alleys, ways, waters, privileges, and 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 said Wilson Goode and Lyda Goode, his wife, their heirs and assigns in fee simple.

And the said John W. Renehan and Ella Renehan, his wife, do convey unto the said Wilson Goode and Lyda Goode, his wife, a right of way from the public road leading by Sacred Heart Church over the existing road through the land of the said grantors; starting at the gate on North side of the above public road and opposite the front gate of the said grantors and running to the above described tract, and through the same to the woodland of the said grantors; to said road to be used in common by the said grantors and said grantees their heirs and assigns, with the right of each to maintain the necessary gates thereon.

And the said John W. Renehan and Ella Renehan,

his wife, for themselves, their heirs and assigns do hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurance of said land and premises as may be requisite.

Witness the hands and seals of the said grantors.

Test:
Jas. J. Stone.

John H. Renehan (Seal)
Ella Renehan (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify, that on this 10th day of July, in the year one thousand and thirteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for St. Mary's County aforesaid personally appeared John H. Renehan and Ella Renehan, his wife, and each acknowledged the foregoing deed to be their act.

Jas. J. Stone,
J. P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from John H. Renehan and wife to Wilson Goode and Lyda Goode, his wife, dated July 10th., 1913, as recorded in Deed Liber E. B. G. No. 95, Folio 87 et seq. one of the Land Records of St. Mary's County, State of Maryland, on the 4th day of May, 1916, at 10:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Mary's County, State of Maryland, this 30th. day of September, in the year one thousand nine Hundred and thirty-eight.

(Court)
(Seal)

Jas. M. Mattingly
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed Sept. 30, 1938.

Permission to Attorneys to use name as Next friend.

I, Jane Agnes Goode, Widow of Wilson P. Goode, herby authorize A. Ringley Lowe and Paul J. Bailey, my attorneys to use my name as next friend for my two minor children, Alice Marie Goode and Frederick Alapius Goode, in the above entitled case.

Witness my hand this 25th day of April, 1938

Jane Agnes Goode

Filed Sept. 30, 1938.

Subpoena to Answer Bill of Complaint

St. Marys County, to-wit:

The State of Maryland

To Alice Marie Goode Frederick Alaysius Goode

both infants of St. Marys Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Marys County sitting as a Court of Equity at the Court House in said County, on the First Monday of October, 1938 to answer the Bill of Complaint of Ida Gales Goode et al. for sale of real estate of Wilson Goode, deceased against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 30th. day of September, 1938.

Issued 30th. day of September, 1938.

(Court Seal)

Jos. M. Mattingly,
Clerk

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Marys County, Maryland, within fifteen days after the return day.

Summoned the within infants by reading same to them, and copy left with each; and copy left with Agnes Goode, Mother of said infants with whom said infants reside, this First day of October, 1938.

J. B. Lowe,
Deputy Sheriff.

Filed Oct. 3, 1938.

Petition & order appointing Guardian ad Litem to Infant Defendants

To the Petition of the Plaintiffs in this cause respectfully represents unto Your Honor.

1st. That Alice Marie Goode and Frederick Alaysius Goode, Infant Defendants in this cause have been duly summoned.

2nd. That said Infant Defendants have no legal guardian.

Wherefore, Your Petitioners pray this Honorable

Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendants, and suggest that William G. Fenwick who has no interest whatever in this suit, be appointed Guardian ad Litem.
And as in duty bound, etc.,

Lowe & Bailey
Solicitors for Plaintiffs

Ordered by the Circuit Court for St. Marys County Md., on this 8th day of October, 1938, upon the foregoing petition that William G. Fenwick be and he is hereby appointed Guardian ad Litem for the Infant Defendants named in the aforegoing Petition and he is hereby directed to appear and file his answer in their behalf.

Wm. Merrell Loker,
Judge.

Filed Oct. 8, 1938.

Answer of Guardian ad Litem

To the Honorable, the Judges of said Court:

The answers of Alice Marie Goode and Frederick Aloysius Goode, both Infants, Defendants, named in the Bill of Complaint in this Court against them exhibited, by William G. Fenwick duly appointed Guardian ad Litem, respectfully represents unto Your Honor:

That the Defendants being Infants under age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, &c.,

Wm. G. Fenwick,
Guardian ad Litem.

Filed Oct. 8, 1938.

Petition and Order to take testimony

To the Honorable, the Judges of said Court:

The Petition of the Complainants in the above entitled case respectfully represents unto Your Honors, that they desire to take testimony in this case, and respectfully pray that they be granted leave to do so before one of the standing examiners of this Court.

Lowe & Bailey
Attorneys for the Complainants

Upon the aforegoing Petition, it is ordered this 15th day of October, 1938 that leave be and it is hereby granted to the parties to this cause

to take testimony as prayed, before me of the standing examiners of this Court.

Wm. Mowell Loker
Judge.

Filed Oct. 15, 1938.

Examiner's return of testimony with written interrogatories
To the Honorable, the Judges of said Court.—
Leave of Court having been obtained in the above cause and notice having been given me by the Attorney for the Complainants of a desire to take testimony in the same, I, Robert E. Higginton, one of the standing examiners of the Circuit Court for St. Mary's County, Maryland, in Equity, duly appointed, qualified and sworn, met on the 25th day of October, 1938, and appointed the 29th day of November, 1938 at 11:00 A. M. as the day and time and the office of Robert E. Higginton as the place for the taking of said testimony, at which last mentioned day, time and place I attended and in the presence of the attorney for the complainants, proceeded to take the following interrogatories filed with the examiner and the answers thereto.

(No Appearance Entered For The Defendants)

At the request of Messrs. U. R. Love and Paul J. Bailey, Attorneys for the plaintiff in the above entitled the cause, the testimony of T. Douglas Russell was taken and after same had been taken the meeting adjourned until December 7, 1938 at which last mentioned date I attended in the presence of the other two witnesses on behalf of the plaintiff and in the presence of their attorneys and proceeded to take the following interrogatories filed with the examiner.

(No appearance being entered for defendants).

Written Interrogatories To Be Propounded To Witnesses On The Part Of The Complainants

(1) State your name, age, residence, and occupation.
(2) Are you acquainted with the parties to this suit, or any, and which of them?
(3) Did you know the late William P. Goode in his life time; is he living or dead, if dead, when and where did he die?
(4) Did he leave any Last Will and Testament? Was he married?
(5) What heirs at law did he leave, and what are their names, ages, and residences?
6. Do you know the property in these proceedings mentioned, if so, describe its quantity, where located

and value?
(7) Is this property susceptible of division among the parties interested therein without loss and injury to them
(8) Would it not be to the advantage and benefit of the parties especially the infants, to have the property sold and the proceeds divided, and state your reasons?

F. Douglas Russell, a witness of lawful age, who being produced before me and duly sworn, testified as follows to the interrogatories filed with the undersigned examiner.

1. Douglas F. Russell, 64 years of age, Ward, St. Marys County Md. Deputy Commander of the Conservation Department of the State of Maryland.
2. Yes I know them all.
3. Yes I knew him. He is dead, he died in Leonardtown Maryland, and he was buried at Sacred Heart Church in the Seventh District of St. Marys County Md., He died in 1938, 9th day of February.
4. He did not leave a Last Will and Testament. He was married twice. The first wife is dead and the second wife is still alive. Agnes Goode is his widow.
5. He left a son by his first Marriage Wm Sales Goode, an adult, a daughter by his first Marriage, Lee Elvis Goode, adult; ~~and~~ he left a widow, Agnes Goode; and an infant daughter by the second marriage, Agnes Maria Goode; and and infant son by the second marriage, Frederick A. Goode. Wm Sales Goode lives in Washington and Lee Elvis Goode lives in Roanoke, Virginia; Agnes Goode and the two infants resided in St. Marys County Maryland.
6. I know the property. It is located near Brickwood, called Part Brickwood Manor. It contains 15½ acres of land and it has a house and Barn on it. It is worth about $1000.00.
7. The property is not susceptible to partition because it is such a small tract and the buildings alone would prevent a fair partition.
8. It would be better to have it sold because property held the way this is causes a great depreciation each year for none will keep it up.

In answer to the general interrogatory propounded to the witness by the examiner he answered, I don't know of any thing

Test: F. Douglas Russell
Robert E. Wiggington

Agnes Goade, a witness of lawful age, who being produced before me and by me duly sworn, testifies as follows to the interrogatories filed with the examiner.
1. Agnes Goade, 23 years of age, Avenue, St. Mary's County, Maryland, housewife.
2. I am one of the parties to this suit and the widow of Wilson P. Goade, deceased, known as Wilse Goade, and I know all of the parties to this suit.
3. Yes I knew Wilson P. Goade in his lifetime. I am his widow. He is dead. He died February 9, 1938 in St. Mary's Hospital, Leonardtown, Maryland.
4. No he did not leave a will. He was married.
5. He left me, his widow; he left two children by a former marriage, Wilse Goade, an adult son, of Washington, D.C. and a daughter, Lee Elvis Goade, an adult, of Roanoke, Va., otherwise known as Sister Alice Marie; and two children by his second marriage with me, a son, a minor, Frederick Glavius Goade, and a minor daughter Alice Marie Goade and they both live with me in St. Mary's County, Maryland.
6. Yes I know the property. It contains 15½ acres more or less and known as part Buckwood, located in the Seventh District of St. Mary's County, Maryland. The property is worth about $1000.00.
7. No the property is not susceptible to partition among the parties. It has a house and barn and it would not be practical to divide the house and barn with the rest of the land. The house is in bad condition and the barn is in fair shape.
8. Yes it would be to their advantage to divide the money and sell the property because the property is depreciating every year, the buildings are going down fast.

Question by Mr. Lowe.

9. Was Mr. Wilson P. Goade married before and if so is his first wife dead, if so what was her name.
Answer: Her name was Lyda Goade and she is dead, I think she died around 1920.
In answer to the general interrogatory propounded to the witness by the examiner she answered

"I don't know of anything."
Robert E. Wiggington Agnes Goade.

P. W. Gatton, Jr.
Philip W. Gatton, a witness of lawful age, who being produced before me and by me duly sworn testified as follows to the interrogatories propounded.
1. P. W. Gatton, Jr., 73 years of age, Queenne, St. Marys County, Maryland., Shoemaker.
2. I am acquainted with the parties to this suit.
3. I knew Wilson P. Goade, he is dead. He died in St. Marys Hospital on February 9. 1928.
4. He did not leave a last will and testament. He was married.
5. He left a widow; Agnes Goade, two children by his second marriage with Agnes Goade, one son Frederick Waynes Goade, a minar, a daughter Alice Marie Goade, a minor both of who live at Queenne, Maryland, and two children by a second marriage, a son He Fuller Goade, who lives in Washington, D.C. and a daughter Lee Elvia Goade otherwise known as Sister Alice Marie of Roanoke, Virginia, also an adult.
6. Yes I know the property it contains 15 ½ acres of land more or less and is known as Part of Bushwood, located in the Seventh District of St. Marys County Maryland. The property is worth about $1000.00.
7. No the property is not susceptible to partition among the parties. It has a house and barn and it would not be practical to divide the house and barn with the rest of the land. The house is in bad condition and the barn is in fair shape.
8. Yes it would be to their advantage to divide the money and sell the property because the property its depreciating every year, the buildings are going down fast.
In answer to the general interrogatory propounded to the witness by the examiner he answered. None that I know of.
Robert E. Wiggington. Philip W. Gatton Sr.

No other witnesses being named or produced before me, I, then, at the request of the attorneys for the plaintiffs closed the depositions taken in said cause and now return them closed under my hand and seal this 7th day of December, in the year, 1938, to this Honorable Court, together with the interrogatories filed with the examiner.

Robert E. Wiggington (Seal)
Examiner of the Circuit
Court for St. Mary's County,
Maryland, In Equity.

Cost and Expenses of the above Commission on the part of the Plaintiffs.

Robert E. Wiggington,	Examiner	$8.00
F. Douglas Russell,	Witness	.75
Philip W. Gatton, Jr.,	Witness	.75
		$9.50

Filed Dec. 7, 1938.

Decree

The above cause standing ready for hearing and being submitted without argument the Bill, Answer, testimony and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 20th day of December in the year nineteen hundred and thirty-eight by the Circuit Court for Saint Mary's County, Adjudged, Ordered and Decreed, that the tract or parcels of land called and known as "Part Buckwood Manor," lying and being in the Seventh Election District of St. Mary's County, Md., containing 15 & ½ acres of land, more or less, and being the home estate of the late Wilson P. Slade, and being the property mentioned in the proceedings be sold, and that G. Kingsley Love and Paul J. Bailey be and they hereby are appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty of Two thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, upon ratification of sale, and deposit of $200.00 shall be required of purchaser or purchasers at time and on date of sale, all costs of conveyancing, including State and Federal Stamps and conveyancing taxes of all kinds, at the expense of the purchaser. And as soon as may be convenient after any such sale or sales, the said Trustees shall

return to this Court a full and particular account of the 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, 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, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee ~~to the said~~ as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. Mowell Loker,
Judge.

Filed Dec. 20, 1938.

Bond.

Know All Men By These Presents:—

That we, A. Kingsley Love, Paul J. Bailey, and Nora Love, of St. Mary's County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars, ($2,000.00), 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 20th day of December, in the year 1938.

Whereas the above bounden A. Kingsley Love, and Paul J. Bailey, by virtue of a Decree of the Circuit Court for St. Mary's County, In Equity, have been appointed Trustees to sell the real estate, known as "Part of Bushwood Manor" lying and being in the Fourth Election District of St. Mary's County, Md., containing fifteen and one-fifth acres of land more or less, mentioned in the proceedings in the case of Ida Ralin Goode, et. al., Complainants vs. Alice Marie Goode and Frederick Adolphus Goode,

both Infants, No. 1866, N. E., now pending in said Court;
Now the condition of this obligation is such, That if the above bounden A. Kingsley Lowe and Paul J. Bailey, 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.

Witness:
Geo. L. Hayden

A. Kingsley Lowe (Seal)
Paul J. Bailey (Seal)
Nora Lowe (Seal)

Recorded in Bond Record Liber J. M. M. No. 1. Folio 98.

Within Bond with surety thereby approved this 22nd day of December, 1938.

C. Benedict Greenwell,
Clerk.

Filed Dec. 23, 1938.

Certif. of Pub. of Notice of Sale.

This is to certify that the appended notice appeared in The News, once a week for four successive weeks, the first appearing December 23, 1938 and the last January 13, 1939.

Jos. H. Hemler,
Editor

A. Kingsley Lowe and Paul J. Bailey, Solicitors.
Trustees' Sale of Valuable Real Estate in St. Mary's County, Md.

By virtue of a decree of the Circuit Court for St. Mary's County, sitting as a Court of Equity, passed on the 20th day of December, 1938, in a cause in said Court, depending, wherein Ida Bailey Goode and others are Complainants and Alice Marie Goode and Frederick Aloysius Goode, both Infants, are Defendants, the undersigned Trustees, appointed to make sale of the property in said proceedings mentioned, hereby give notice that on Tuesday, January 17, 1939, at the hour of 1 o'clock P. M. at the Court House door in Leonardtown, Md., they will offer for sale by public auction to the highest bidder, then and there present, the following described real estate, situate in the Seventh Election District of St. Mary's County, Maryland, called and known as "Park Brakwood Manor," containing 1 5/8 and 1-5 acres of land, more or less; and being the real estate of the late Wilson P. Goode. The property is located near Sacred Heart

Church, and is improved by a large barn in fine Condition and a house in fair condition, and is convenient to stores, Churches, Schools, etc.

Terms Of Sale: The terms of sale as prescribed by the Decree are all cash upon ratification of the sale. A deposit of $200.00 will be required at the time and on the day of the sale. All costs of conveying, including State and Federal Stamps and Conveyancing taxes, at the cost of the purchaser.

A. Kingsley Lowe
Paul J. Bailey
Trustees.

Filed Janu. 13, 1939.

Trustees Report of Sale and Affidavit thereto.

To the Honorable, the Judges of said Court:

The Report of A. Kingsley Lowe and Paul J. Bailey, Trustees, shows that, after giving Bond, with security, for the faithful performance of the Trust reposed in them by the Decree heretofore passed in the above entitled cases, and having given at least three weeks notice of the Time, Place, Manner and terms of sale, by advertisement in the "News", a newspaper printed and published in St. Mary's County, Md., as appears from the Certificate of Publication of said Notice, hereto attached, they did, pursuant to said Notice, attend at the door of the Court House in Leonardtown, Md., on Tuesday, January 17th, 1939, at the Hour of One O'clock in the afternoon, and then and there proceeded to sell the property mentioned in the proceedings in this case and decreed to be sold, being all that tract or parcel of land situated in the Seventh Election District of St. Mary's County, Md., being the home farm of the late Wilson P. Slade, containing 15 and ½ acres of land more or less, being all and the same land which the said Wilson P. Slade died seized and possessed, and being the same land which was conveyed to the said Wilson P. Slade by deed dated July 10, 1913, from John W. Renehan and Ella Renehan, his wife, said deed being recorded among the Land Records of St. Mary's County, Maryland, in Liber E.B.A. No. 12, Folio 87.

And the same was sold to George L. Hayden and Agnes J. Hayden, his wife, they being then and there the highest bidders therefore for and for the sum of Five Hundred and Sixty Dollars, ($560.00), and the said purchasers have complied with the terms of the sale by depositing the

$200.00 required by the terms of the advertisement of said sale, and Your Trustees have every reason to believe that said purchasers will fully comply with the terms of sale upon final ratification thereof.

Respectfully submitted:

A. Kingsley Love
Paul J. Bailey
Trustees.

I hereby certify that on this 19th day of January, 1939, before me, the Clerk of the Circuit Court for St. Mary's County, Md., personally appeared A. Kingsley Love and Paul J. Bailey, Trustees, and made oath in due form of law that the several matters and things stated in said Report of sale are true and Bona Fide as therein set forth, and that the sale therein reported was fairly made.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed Jany. 19, 1939.

Auctioneer's Certificate of Sale, and receipt for Fee of Auctioneer

To the Honorable the Judges of said Court:

This is to certify that, at the instance of A. Kingsley Love and Paul J. Bailey, Trustees named in the proceedings in the above entitled case, I attended at the door of the Court House in Leonardtown, on Tuesday, January 17th., 1939, at the hour of One O'clock in the afternoon, and there and there proceeded to sell the property mentioned in the proceedings in said case, by Public Auction, to the highest bidder; and the highest bid made therefore was Five Hundred and Sixty Dollars, ($560.00), and George L. Hayden and Agnes Hayden, his wife were the said highest bidders, whereupon said property was sold to the said Geo. L. Hayden and Agnes J. Hayden, his wife at and for the said sum of $560.00.

As witness my this 17th day of January, 1939.

W. B. Long,
Auctioneer

Received of A. Kingsley Love and Paul J. Bailey, Trustees in the above entitled case the sum of $5.00, auctioneer's fee in the above entitled case.

W. B. Long,
Auctioneer

1866 N. C.

Filed Jany. 19, 1939.

Order Nisi on Sale

Ordered by the Circuit Court for St. Mary's County, Md., in Equity, this 19th day of January, 1939, that the sale made and reported by A. Kingsley Lowe and Paul J. Bailey, Trustees, for the sale of the property mentioned in the proceedings in the above entitled case, be ratified and confirmed, unless cause to the contrary be shown on or before the Second Monday in February, next; provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County, once in each of four successive weeks before the said Second Monday in February next.

The report states the amount of the sale to be $ 2-60.00.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed Jany. 19, 1939.

Certificate of Publication of Order Nisi on Sale.

This is to certify that the appended notice appeared in The News, once a week for four successive weeks before the Second Monday in February, 1939 and the first appeared in the issue of January 20-1939

The News.
Joseph D. Steiner.

For "Order Nisi on Sale" see "Order Nisi on Sale" recorded on page 250 of this book, immediately prior to the recording of the Certificate of Publication.

Filed Feby. 18, 1939.

Final Ratification of Sale and reference to Auditor

Ordered by the Circuit Court for St. Mary's County Md., in Equity, this Eighteenth day of February, 1939, that the sale of the property mentioned in the proceedings in the above entitled case, made and reported by A. Kingsley Lowe and Paul J. Bailey, the Trustees appointed by Decree of this Court to make said Sale, be finally ratified and confirmed; no cause to the contrary thereof having been shown, although the notice required by Law has been given, as appears from the certificate of the Publication of the copy of the Order Nisi hereto attached.

and to be filed with this Order.
The case is referred to the Auditor for stating the account.

Wm. Mowrell Loker,
Judge.

Filed Feby. 18, 1939.

Bill: The News
A. N. Love & Paul J. Bailey, Trustees
Wade Estate
Advr. Sale - 4's 8½ inches $31.88
Order Nisi on Sale &
Auditor's report to be run 12.—
Total $46.88
Adjusted by Auditor to $43.84.

Filed Mar. 24, 1939.

First & Final Account of Wilson Goade in Orphans Court
In the Orphans Court for St. Mary's County, Maryland.
The First and Final Account of Paul J. Bailey, Administrator of Wilson O. Goade late of St. Mary's County, Deceased.
This Accountant charges himself with the amount of Cash rent for Barn, $90.00 for year 1938-1939; and with the amount of Cash in the First National Bank of St. Mary's: $167.40, in the name of Mrs. Wilson Goade (being the first wife of said deceased, i.e. Lydia Goade, who died about 1920). ⅓ of same, to wit: $55.80 being considered assets of the Wilson O. Goade Estate, and ⅔ of same, to wit: $111.60 being due and payable to the two children of said Lydia Goade, i.e. Mr. Rales Goade and Lee Elvis Goade, by this Accountant, acting pursuant to Order of this Court, as Administrator, D. B. N. of the Estate of said Lydia Goade, the latter estate having been partly administered upon in 1920 by the said Wilson O. Goade, which will more fully appear by reference to O. 182, Liber B.C. # 5, Administration Accounts, 1914-, in the Orphans Court Records for St. Mary's County, Md.

This accountant craves allowance for the following payments and disbursements, to wit:

Of amount to pay Mrs. U. C. Welch, Funeral	$180.00
Of amount to pay County Treasurer, taxes, 1938	$ 15.04
Of amount to pay St. Mary's Hospital	$ 38.00
Of amount to pay "The News" for Notice to Creditors	$ 12.00

Of amount to Register of Wills, (Mrs Maddox) fees
Wilson P. Goode Est. $ 8.50
Of amount to pay A.C. Welch, M.D., Med. Acct. $ 42.00
Of amount to pay Harry Greene, for digging grave
(case of Agnes Goode) $ 6.00
Of amount to pay for Funeral Mass, (case of Agnes
Goode, Widow. $ 2.00
Of amount to pay Register of Wills, 1% Inheritance
Tax on $32.80 $ .26
Of amount to pay Reg. of Wills, (Mr. Guy) fees
Wilson P. Goode Estate $ 2.50
Of amount to pay Reg. of Wills, (Mr. Guy), Fees
Lydia Goode Estate $ 2.00
Real Estate appraised at $1,2000.00, Less 1%
Inheritance tax. $ 12.00
Total $329.60

Wilson P. Goode assets $65.80
Expenses $329.60
Overpayments 263.80

Note: Under the Estate of Lydia Goode, the following amounts are to be disbursed, less the below mentioned proparting of the expense:
To Ple Rales Goode, Son of Lydia Goode, 1/3 of
167.40 less 1/3 of $2.00 Expense in the
Lydia Goode estate $54.13
To Lee Elvis Goode, Daughter of Lydia Goode,
1/3 of 167.40, less 1/3 of $2.00 Expense in the
Lydia Goode Estate, $54.13
Total Disbursement $108.26

Filed Mar. 24, 1939.

Tax Bills: 1937 & 1938

No. 230.
Mr. Wilson Goode & wife 7 District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1937 Due September 1, 1937.
To County Tax on $1088 rate $1.05 on $100 $11.43
To State Tax on $ " rate 22½c on $100 2.43
12.86
To interest on County Tax from Sept. 1, 1937 1.15
To interest on State Tax from Sept. 1, 1937 .25
.75
Paid April 19, 1939 $15.76
Received Payment
Harrison Hobbs,
County Treasurer,
St. Marys County.

No. 233
Mr. Wilson Grade & Wife — Seventh District
To Harrison Hobbs, County Treasurer, Dr.
Taxes for year 1938 Due September 1. 1938
To County Tax on $1088 rate $.75 on $100 — $ 8.16
To State Tax on $ " rate 23c on $100 — 2.51
10.67
To interest on County Tax from Sept. 1, 1938 — .33
To interest on State Tax from Sept. 1, 1938 — .10
Paid April 19, 1939 — $11.10
Received Payment,
Harrison Hobbs,
County Treasurer
St. Mary's County.

Filed Apr. 3, 1939.

Auditor's Report

In account with G. Kingsley Love and Paul J. Bailey, Trustees of the sale of Real estate of Wilson Grade, deceased.

By amount from sale per Trustee's Report $560.00

To amount due C. Benedict Greenwell
Clerk, his fee $20.50
" " " Love & Bailey, Attys.
their fee 30.00
" " " Love & Bailey, Trustees,
their commis. 33.60
" " " Robert E. Wigginton.
Examiner, his fee 8.00
" " " T. Douglas Russell, Witness,
his fee .75
" " " Phillip W. Gatton, Jr. Witness,
his fee .75
" " " J. Bernard Love, Sheriff.
his fee 2.00
" " " The News, Advertising 43.84
" " " H. Bernard Long, Auctioneer,
his fee. 5.00
" " " Harrison Hobbs, Co. Treas.,
Taxes 1937-1938 11.82
1937 Taxes $ 10.76
1938 Taxes 11.10
$26.86
Filed in Orphans Court 10.04
" " due Augustus T. King,
Auditor, his fee 9.00
" " distributable to claims, etc. 394.74
$560.00 $560.00

By amount for claims, etc. $394.74

To amount due Paul J. Bailey, Administrator
of estate of Wilson P. Goode,
deficiency in Orphans Court $283.80
" " distributable to heirs 130.94
$394.74 $394.74

By amount distributable to heirs, ut supra $130.94
To amount due Agnes Goode, widow,
1/2 $43.65
" " " Ale Gales Goode, a son
1/2 21.82
" " " Lee Elvis Goode, a daughter
1/2 21.82
" " " Alice Marie Goode,
daughter 1/2 21.82
" " " Frederick Wayne Goode,
son 1/2 21.82
$130.94 $130.94.

To the Honorable the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account; first, charging the Trustee with the proceeds from sale of the realty, and, after crediting them with their costs, expenses of suit and taxes, the net balance is distributed the heirs at law of Wilson P. Goode as their interests appears in the Bill of Complaint.

All of which is respectfully submitted.

April 3, 1939. Alay. F. King.
Auditor

Filed April 4, 1939.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Md., in Equity, this 5th day of April, in the year 1939, that the report of the Auditor made stated and filed in the above entitled case be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the First Monday in May, 1939, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said First Monday in May, 1939.

H. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed April 5, 1939

Cert. of publication of Order Nisi on Audit

This is to certify that the appended notice appeared in The News, once a week for four successive weeks, the first appearing in the issue of Apr. 7-39 and the last Apr. 28, 1939.

Jas. H. Steiner

For "Order Nisi on Audit" see "Order Nisi on Auditor's Report" recorded on page 254 of this book, immediately prior to the recording of the Certificate of Publication.

Filed May 6, 1939.

Final Ratification of Auditors Report.

Ordered by the Circuit Court for Pt. Marie County Md., this 6th day of May, 1939, that the report of the Auditor, filed in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause as evidenced by the Certificate of Publication herewith filed.

Wm. Mitchell Loker,
Judge.

Filed May 6, 1939.

1574 N. E.

William Hayden Morgan, Catherine Morgan, his wife, Alfred Morgan, Dorothy Morgan, his wife, and William Hayden Morgan, next friend to Joseph Archie Morgan, an Infant. Plaintiffs.

Vs.

Joseph Archie Morgan, Infant. Defendant.

In the Circuit Court for St. Marys County Maryland. No. 1874 N. E.

Bill of Complaint for confirmation of sale of Infant's interest in real estate.

To the Honorable Judges of the said Court:

Your Orators, complaining say:

1. That William Hayden Morgan, Alfred Morgan and Joseph Archie Morgan, are the owners in fee-simple of the hereinafter described real estate, called and known as "Upper DeLa Brooke" situate, lying and being in the Fifth Election District of St. Marys County, Maryland, containing three hundred and seventy-eight (378) acres of land, more or less, as surveyed on the 22-th day of October, 1938, by Lamid N. Steffens, Surveyor, having acquired their respective interests in said land by virtue of the Last Will and Testament of William Douglas Morgan, duly probated in the Orphans Court of St. Marys County Maryland; said Will being recorded in Liber W. C. M. No. 1, folio 234, one of the Will Records of St. Marys County, Maryland. And by ~~said~~ deed from Ida R. Morgan and Benjamin J. Morgan, her husband, recorded in Liber J. M. W. No. 11, folio 122 one of the Land Records of St. Marys County, Maryland. Certified copy of said Will is herewith filed and marked Plaintiffs Exhibit "A." Certified copy of the said deed is herewith filed and marked Plaintiffs Exhibit "B."

2. That the said Joseph Archie Morgan is the owner of a one-third (1/3) undivided interest in the said land described above, as will appear by reference to the Plaintiffs exhibits A and B, and that the said Joseph Archie Morgan, is under the age of twenty one years old.

3. That your Orators acting for the best interest and advantage of the said Infant Joseph Archie Morgan, as well as for their best interest and advantage, have negotiated for the sale to Mary P. Davidson of all the interests in the

land hereinbefore mentioned, at and for the sum of Ten ($10,000) thousand dollars, of which five hundred ($ 500.00) dollars has been paid as a deposit to William Hayden Morgan, as agent for the owners of the said land, and the balance of which is to be paid in cash at the time of conveyance, subject however, to the payment of the sum of Two hundred and fifty ($250.00) dollars to Joseph L. Harris as a commission for making the sale of the said land, which said sale, on the terms as aforesaid, your Orators allege is a fair and advantageous sale of the said real estate and it will be to the best interest and advantage of the said infant defendant to consummate and which said sale will be consummated upon the approval of confirmation of the same by your Honorable Court.

4. That there is a charge upon the aforesaid property by virtue of a devise in the said Last Will and Testament of William Douglas Morgan, of One thousand ($1000.00) dollars to each of the following Lillian Morgan, Alice Morgan, Bessie Morgan, Annie Morgan and Emma Morgan, making a total of Five Thousand ($5000.00) dollars.

To the end therefore, that the said Joseph Archie Morgan, infant, residing in St. Mary's County, Maryland, may answer the premises and that the sale of his interest in the aforesaid real estate, negotiated to be sold as aforesaid, may be approved to consummate said sale and convey the said Joseph Archie Morgan, infant's interest in said real estate to the said Mary P. Davidson in fee simple.

And 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 Joseph Archie Morgan, infant, commanding him to appear in this Court on some day to be named therein to answer the premises and to abide by and perform such order or decree as may be passed therein.

And as in duty bound, etc.,

C. Henry Lamdin
Attorney for Plaintiffs.

Filed December 31, 1928.

8741 N.B.

Plaintiff's Exhibit "B"

U. S. I. R. Stamp $5.00 Cancelled

State Stamp $5.00 Cancelled

Whereas, William Douglas Morgan, departed this life, on or about the 16th day of November, 1937, seized and possessed of the hereinafter described real estate.

And whereas, by the Last Will and Testament of the said William Douglas Morgan, duly probated and recorded in Liber A. C. M. No. 18 folio 234 one of the Will Records of St. Mary's County, Maryland, one-third undivided interest in the said real estate was devised unto his widow, Ida R. Morgan.

And whereas, the said Ida R. Morgan is now married to a certain Benjamin Morgan.

And whereas, the said Ida R. Morgan and Benjamin Morgan, her husband now desires to sell and convey their one-third undivided interest in said real estate unto William Hayden Morgan, Alfred Morgan and Joseph Archie Morgan,

Now therefore this deed, made this 16th day of May, in the year nineteen hundred and thirty-eight, by Ida R. Morgan and Benjamin Morgan, her husband, Witnesseth, that for and in consideration of the sum of ten dollars and other good and valuable considerations, receipt whereof, is hereby acknowledged, the said Ida R. Morgan and Benjamin Morgan, her husband, do grant and convey unto the said William Hayden Morgan, Alfred Morgan, Joseph Archie Morgan, as tenants in common, their heirs and assigns, in fee-simple, the following described tract of land.

(1) All that tract or parcel of land lying and being in the Fifth Election District of St. Mary's County, Maryland, called and known as "Town Neck", containing two hundred and (280) eighty acres of land, more or less, and being all and the same land conveyed to William Douglas Morgan and John N. Morgan, by deed, from J. Edward Burroughs and wife, dated November 20th, 1917, and recorded in Liber E. B. A. No. 16 folio 461. And being the same land conveyed to the said William Douglas Morgan, by deed from John N. Morgan and wife, dated January 2nd, 1923, and recorded in Liber J. M. M. No. 18 folio 322, one of the Land Records of St. Mary's County, Maryland.

(2) ~~That~~ All that tract or parcel of land, lying and being in the Fifth Election District of St. Mary's County, Maryland, and being the same land conveyed to James A. Curtis and Mary A. Curtis,

his wife, by deed dated April 15th, 1915, and recorded in Liber E. B. 4. No. 20 folio 223, as well as the lands devised to the said James A. Curtis by his father, and known as "Worthington Park," and part of the farm called "Parnassus" and Punk Neck," and the land from Maryland Lumber Company, called "Part Cartwright Farm," supposed to contain one hundred and (178) seventy acres of land, more or less. Being all the land owned by the said James A. Curtis and Mary A. Curtis, his wife, in St. Mary's County, Maryland. And being all and the same land conveyed to the said William Douglas Morgan by deed from Eugene Price and wife and County Trust Company of Maryland, a body corporate, dated April 7th, 1927, and recorded in Liber J. M. M. No. 10 folio 208, one of the Land Records of St. Mary's County, Maryland.

(3) All that tract or parcel of land, lying and being in the Fifth Election District of St. Mary's County, Maryland, and being the land of which the late Louis Tabbs died seized and possessed, containing forty-six (46) acres of land, more or less. And being all and the same land conveyed to the said William Douglas Morgan, by deed dated January 4th, 1932, from Philip N. Hebrew, Jr., et al., and recorded in Liber J. M. M. No. 7, folio 473, one of the Land Records of St. Mary's County, Maryland.

(4) All those tracts or parcels of land lying and being in the Fifth Election District of St. Mary's County, Maryland, called and known as "Part De La Brooke", "Meddowfield", "Worthington Park," "Punk Neck," and more particularly described in the following deeds. Deed from Clarence Thomas to John H. Morgan, recorded in Liber J. M. M. No. 1. folio 332; deed from Mary E. Hawkins, widow, to John H. Morgan, recorded in Liber J. M. M. No. 2 folio 201; deed from James A. Curtis to John H. Morgan, recorded in Liber J. M. M. No. 2 folio 199, deed from James A. Curtis to John H. Morgan, recorded in Liber J. M. M. No. 2, folio 45-2; deed from Alexander Wade to John Morgan, recorded in Liber J. M. M. No. 2 folio 199; deed from John Luther Burch to John H. Morgan, recorded in Liber J. M. M. No. 8 folio 61, all of the above references are to the Land Records of St. Mary's County, Maryland. The above tracts now comprise one entire tract known as "De La Brooke", and supposed to contain three hundred and eleven and one half (311½) acres of land, more or less. And

being the same land conveyed to the said William Douglas Morgan by deed dated September 8th, 1924, from John H. Morgan, et al., and recorded in Liber J. M. M. No. 9 folio 24, one of the Land Records of St. Mary's County, Maryland. The interest of the said Ida R. Morgan and Benjamin Morgan, her husband, being a one-third undivided interest in the above described tracts or parcels of land, by virtue of a devise under the Last Will and Testament of William Douglas Morgan, late of St. Mary's County, Maryland, deceased, and recorded in Liber A. C. M. No. 1, folio 234, one of the Wills Records of St. Mary's County, Maryland.

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

To have and to hold the several described 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 William Douglas Morgan, Alfred Morgan, Joseph Urchie Morgan, as tenants in common, their heirs and assigns, in fee simple.

And the said Ida R. Morgan and Benjamin Morgan, her husband, hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the said land and premises as may be requisite.

Witness the hands and seals of the said grantors.

Test: as to both:

J. B. Lowe, Jr.

George Morgan Knight, Jr.

Ida R. Morgan her X mark (Seal)

Benjamin Morgan (Seal)

State of Maryland, St. Mary's County, To-wit:

I hereby certify that on this 16th day of May, in the year, nineteen hundred and thirty-eight, before me the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County, Maryland, personally appeared Ida R. Morgan and Benjamin Morgan, her husband, and each acknowledged the aforegoing deed to be their respective act.

Witness my hand and Notarial Seal.

My Commission Expires May 6, 1939. (N. P.) (Seal)

George Morgan Knight, Jr.
Notary Public.

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Ida R. Morgan et vir. to William Hayden Morgan et al., dated May 16, 1938, as recorded in Deed Liber J. M. M. No. 11, Folio 122 et seq., one of the Land Records of Saint Marys County, State of Maryland, on May 17th., 1938, at 10 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 3rd day of December, in the year one thousand nine hundred and thirty-eight.

(Court) (Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court for
Saint Marys County,
Maryland.

Filed Dec. 31, 1938.

Subpoena to Answer Bill of Complaint

St. Marys County, to-wit:

The State of Maryland

To Joseph Archie Morgan, infant of Saint Marys County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Marys County sitting as a Court of Equity at the Court House in said County, on the First Monday of January, 1939 to answer the Bill of Complaint of William Hayden Morgan et al. for sale of Real Estate of William Vaughan Morgan, deceased, against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland, this 31st. day of December, 1938.

Issued 31st. day of December, 1938.

(Court) (Seal)

C. Benedict Greenwell,
Clerk.

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the Office of the Clerk of the

Circuit Court for St. Marys County, Maryland, within fifteen days after the return day.

Summoned take within Joseph Archie Morgan by reading subpoena to him and copy of subpoena and Bill of Complaint left with him & Copy of Subpoena and Bill of Complaint also left with William Hayden Morgan, brother of said infant and with whom said infant resides.

Wm. E. Clarke,
Sheriff.

Filed Dec. 31, 1938.

Last Will and Testament of William Douglas Morgan

Plaintiff's Exhibit "A"

In the name of God, Amen. I, William Douglas Morgan of St. Marys County and State of Maryland, being of sound mind, memory and understanding and being desirous to settle my worldly affairs before it shall please Almighty God to call me home.

Do therefore make and publish this my last Will and Testament in manner and form as follows:- hereby revoking all former wills made by me and declaring this and none other to be my last Will and testament.

First and principally I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my Executor hereinafter named.

After the payment of my just debts and funeral charges, I give, devise and bequeath to my daughters Lillian Morgan, Alice Morgan, Bessie Morgan, Annie Morgan and Emma Morgan, one thousand dollars each, to be paid out of my estate.

Secondly, I give, devise and bequeath unto my beloved wife, Ida Morgan, one third of my property, real, personal and mixed.

And thirdly, I give, devise and bequeath unto my three sons, William H. Morgan, Alfred Morgan and Archie Morgan, two thirds of my property, real, personal and mixed including moneys- equally, share and share alike, absolute and in fee simple.

And in the event of the death of either of the death of either of said sons mentioned, their share shall go to the surviving sons- that is should they die before my death.

I hereby appoint my son, William H. Morgan, to be the Executor of this my last Will and

Testament.

In testimony whereof I hereto set my hand and seal this 30 th day of July, 1920.

William Douglas Morgan (Seal)
his
X
mark

Signed, sealed, published and declared by the Testator William Douglas Morgan as and for his last Will and Testament in our presence, who at his request in his presence and in the presence and in the presence of each other have hereunto set our hands and subscribed our names as witnesses thereto.

Joseph G. Ruthdale
Wyatt A. Duke,
John T. Smith,
Witnesses.

State of Maryland. St. Mary's County, S.S.

I, J. Warren Guy, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of William Douglas Morgan late of said County deceased, taken from Liber W.C.M. No. 1 folio 234 of Wills Records kept in the office of Register of Wills of St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 4 th day of Jany. in the year of our Lord nineteen hundred and thirty-nine.

J. Warren Guy,
Register of Wills for
St. Mary's County,
Maryland.

(Orphans' Court Seal)

Filed Jany. 4, 1939.

Bill
Register of Wills

Mr. William H. Morgan, Adm.
To J. Warren Guy, Register.

1939
Jan. 4 To Certified Copy of Last Will and Testaments of William Douglas Morgan $1.75.

Paid May 27, 1939
J. Warren Guy
Reg. of Wills.

Filed Jany. 4, 1939.

Authority to use the name of William Hayden Morgan,
as next friend of Joseph Archie Morgan, infant.

To C. Henry Camalier, Attorney at Law you are hereby authorized to use my name as next friend of Joseph Archie Morgan, infant and to institute proceedings for the confirmation of the said infant's interest in part of the farm called "Wells Brooke," sold to Mrs. Mary C. Saunders.

Witness my hand this 10th day of November, 1938.

Test:
F. W. Wible,
C. Henry Camalier.

William Hayden his + Morgan mark.

Filed Jany. 31, 1939.

Petition for appointment of guardian ad litem, and Order of Court thereon.

To the Honorable, the Judges of the said Court:

The petition of William Hayden Morgan, next of friend of Joseph Archie Morgan, infant, one of the Plaintiffs in the above entitled case, respectfully represents:

That the said Joseph Archie Morgan, defendant in said cause, has been duly summoned as appears by return of Sheriff, but being an infant, he cannot answer and defend himself in this suit.

That there is no legal guardian of the said infant within the jurisdiction of this Honorable Court.

Your petitioner therefore prays your Honor to appoint a guardian ad litem, to ~~answer~~ appear and answer for said infant.

And as in duty bound, etc.,

C. Henry Camalier
Solicitor for Petitioner.

State of Maryland, St. Mary's County, To-wit:

I hereby certify that on this 31st day of January, 1939, personally appeared C. Henry Camalier, Solicitor for the above Petitioner and made oath in due form of law that the matters and facts in the aforegoing petition are true to the best of his knowledge and belief.

Paul J. Bailey
Justice of the Peace

Ordered, this 31st day of January, 1939, by the Circuit Court for St. Mary's County, Maryland, that

equity, upon the aforegoing petition and affidavit, that William G. Fenwick be, and he is hereby appointed guardian ad litem to appear and answer for Joseph Archie Morgan, infant defendant in the above cause.

Wm. Mennell Laker,
Judge.

Filed Jany. 31, 1939.

Answer guardian ad litem

To the Honorable, the Judges of the said Court:

The answer of Joseph Archie Morgan, Infant, by William G. Fenwick, guardian ad litem, duly appointed by order this Court, to the bill of complaint of William Hayden Morgan, et al., against him in this Court exhibited.

That the defendant, being an infant, cannot admit any of the matters and things in said bill alleged, and submit his rights thereunder to the protection of this Court.

Wm. G. Fenwick,
Guardian ad litem for
Joseph Archie Morgan, infant.

Filed Jany. 31, 1939.

Petition to take testimony, and order of Court thereon.

To the Honorable, the Judges of the said Court:

The petition of the plaintiffs in this case, respectfully represents

That Joseph Archie Morgan, Infant defendant, has been duly summoned; and guardian ad litem has been duly appointed for said infant, by order of this Court; and that the said guardian ad litem has answered said bill of complaint.

That the petitioners desire to take testimony in this case, and pray that leave be granted them to do so before one of the standing examiners of this Court.

C. Henry Camalier
Solicitor for Petitioners.

Ordered, this 31st day of January, 1939, by the Circuit Court for St. Mary's County, Maryland, in equity, that leave be granted to the parties to this cause to take testimony, as prayed, before one of the standing examiners of this Court.

Wm. Mennell Laker,
Judge.

Filed Jany. 31, 1939.

Examiner's return of testimony with three exhibits, two originally filed in the said case.

To the Honorable, the Judges of said Court:-

Leave of Court having been obtained in the above cause and notice having been given me by the Attorney for the Plaintiffs of a desire to take testimony in the same, I, Robert E. Wigginton, one of the Standing Examiners of the Circuit Court for St. Mary's County, Maryland, in Equity, met on the 30th day of January, 1929, and appointed the 31st day of January, 1929 at 11:15 o'clock A.M. as the day and time and the office of Robert E. Wigginton as the place for the taking of said testimony, at which last mentioned day, time and place I attended and in the presence of the attorney for the plaintiff proceeded to take the answers to the interrogatories propounded by the attorney for the plaintiff.

(No appearance for the defendants)

William Hayden Morgan, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories.

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

William Hayden Morgan, 32 years of age, Mechanicsville, St. Mary's County, Maryland. Farmer.

2. Do you know the parties to this suit, if any and which of them.

Yes I know them all, I am one of the plaintiffs.

3. Do you know the land in these proceedings mentioned and if so describe same.

Yes I know the land. It is called and known as Upper Helabrooke and contains 378 acres of land more or less and is situated in the fifth election District of St. Mary's County, Maryland, and it does not run to the river.

4. State how the owners of this property obtained their title to same.

We obtained title to this property, that is the plaintiff and the defendant by virtue of the last will and testament of William Douglas Morgan duly probated in the Orphans' Court for St. Mary's County in Liber W.C.M. No. 1, folio 234 and also by a deed from Ida R. Morgan and Benjamin Morgan, her husband recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 11, folio 122. (Certified copies of the aforesaid will and deed are herewith filed as examiner's exhibit A and B.

5. State what improvements are on the property.

The improvements consist of two barns and two houses, corn house, horse stable and the condition of the buildings are fair.
6. I understand that you have entered into a contract to sell the property to Mary P. Davidson at and for the sum of $10,000.00 all of which is to be paid in cash out of which the sum of $250.00 is to be paid Joseph L. Davis, the real estate broker as commission for making sale, is that correct.
Yes.
(Solicitor for plaintiff herewith files with the examiner the original contract of sale and marked Examiner Exhibit C.)
7. Is or is not this property susceptible of division among the parties interest thereto without material loss and injury to them.
It could not be divided equally.
8. Do you think it would be to the best interest and advantage of the infant Joseph Archie Morgan to sell his interest to the said Mary P. Davidson for his proportionate share of the purchase price above mentioned less the deduction of the commission heretofore mentioned and the cost of these proceedings. State your reasons.
Yes sir. Because of certain indebtedness that has not been paid and the property being owned by several of us does not get the care and attention we ordinarily would give it and I feel for this reason it would be better to sell and pay off these obligations.
9. What are the obligations due and owing against the estate of William Douglas Morgan from whom you received title.
The five daughters of Douglas Morgan are each entitled under the will to $1000.00 each making a total of $5,000.00 and besides the estate is indebted to me in the sum of approximately $2-2-5-2.34 there was not sufficient personalty to pay this indebtedness.
10. Harold is Joseph Archie Morgan the defendant.
He is 18 years of age.

In answer to the general interrogatory propounded to the witness by the examiner he answered.
Joseph Archie Morgan, the defendant, live with me and I am acting as the next friend. No legal guardian has ever been appointed.

William Hayden his X mark Morgan

Test:
Robert E. Higginton
C. Henry Camalier

John H. Morgan, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded.
1. State your name, age, residence and occupation.
John H. Morgan, 54 years of age, Helen, St. Mary's County, Maryland, and occupation - farmer.
2. Do you know Joseph Archie Morgan, the infant defendant in the above entitled case.
Yes I know him, he is my nephew.
3. Do you know the land in these proceedings mentioned and if so, please describe them.
Yes I know the land. The farm is known as Hilahrooke and contains 378 acres of land by survey and it is in the Fifth Electing District of St. Mary's County, Maryland. I purchased this property along with my brother the late William Hughes Morgan and afterwards I sold my interest in said property to him.
4. What improvements are on this property.
Two dwelling houses, two barns and one in process of erection, Stables and corn house or granary.
5. Mr. Morgan, the owners of this property have entered into a contract to sell the same to Mary P. Davidson at and for the sum of $10,000.00 to be paid in cash out of which sum $220 is to be paid to Joseph L. Davis as a commission for making the sale and the costs incident to the making of this suit. Do you consider the said offer to be a fair and adequate price for the said property.
Yes sir because I offered to sell it to Major Davidson for the same amount.
6. Do you think it would be to the best interest and advantage of the infant Joseph Archie Morgan to sell his interest to Mary P. Davidson for his proportionate share in the purchase price above mentioned less the deduction of the commission heretofore mentioned and costs incident to this suit, and state your reasons.
Certainly he would be better off selling it for if he doesn't it would get away from him and he would have nothing. There are debts to be paid and legacies to satisfy.
In answer to the general interrogatory propounded by the examiner to the witness he answer no sir.

Robert E. Wiggington
C. Henry Camalier

John H. his X Morgan
mark.

Albert Pippett, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded.
State your name, age, residence and occupation?
Albert Pippett, 31 years of age, Helen, St. Mary's County, Md., Merchant.
2 Do you know Joseph Archie Morgan, the infant defendant in the above case.
Yes. I do. I have been knowing him for the past 12 years.
3. Do you know the land in these proceedings mentioned and if so please describe same.
It lays 2 miles east of Leonardtown, Maryland, in the Fifth District.
4 What improvements does the property have.
There are two houses, two barns, corn house and stables and other outbuildings.
5. The owners of this property have entered into a contract to sell the property to Mary P. Hamilton at and for the sum of $10,000.00 to be paid in cash out of which the sum of $250 is to be paid to Joseph L. Davis as his Commission for making the sale and the costs incident to the bringing of this suit. Do you consider the said offer to be a fair and adequate price for the said property.
I do.
6. Do you think it would be to the best interest and advantage of the infant defendant, Joseph Archie Morgan, to sell his interest to Mary P. Hamilton for his proportionate share of the purchase price above mentioned less deduction of the commission heretofore mentioned and costs incident to this suit and if so state your reasons.
I do and I say this for the reasons that there are a lot of debts to be paid and legacies to be satisfied and if it is not sold it would probably decrease so in value that no one would get anything.
In answer to the general interrogatory propounded to the witness by the examiner, he answered no.
Robert E. Wigginton. Albert Pippett

No other witnesses being named or produced before me, I, then, at the request of the attorney for the plaintiffs closed the depositions of the plaintiffs witnesses taken in said cause and now return them closed under my hand and seal this 21st day of January, 1931. to this

18741 E.

honorable Court, together with three exhibits, two of which were originally filed in the said case.

Robert E. Wiggington (Seal)
Examiner in the Circuit Court
for St. Mary's County
Maryland, In Equity.

Costs and expenses of the above commission on the part of the plaintiff.

Robert E. Wiggington, Examiner	$8.00 Bd. 2/26/39 Q.E.H.
Albert Piggett, witness	.75
John W. Morgan, witness	.75
	$9.50

Filed Jany. 31, 1939.

Examiner's Exhibit A.

For "Examiner's Exhibit A" see Plaintiff's Exhibit "A" recorded on page 262 of this book.

filed 1/31/39
Robert E. Wiggington
Examiner

Re-filed Jany. 31, 1939.

Examiner's Exhibit B.

For "Examiner's Exhibit B" see "Plaintiff's Exhibit "B" recorded on page 256 of this book

filed 1/31/39
Robert E. Wiggington,
Examiner.

Refiled Jany. 31, 1939.

Examiner's Exhibit C.

This Agreement, made this 14th day of September, 1938 by and between Wm. W. Morgan, Alfred Morgan, and Archie Morgan, of Mechanicsville, St. Mary's Co., Md. of party of the first part, and Mary P. Hamilton, of Clemons, St. Mary's County, Md., of party of the second part.

Witnesseth, That the party of the first part does hereby bargain and sell to the party of the second part and the latter does purchase from the former, the following described property situate and lying in 5th Election District, St. Mary's County, Maryland, known as Upper Ile La Brake, being the same land conveyed from John W. Morgan to Douglas Morgan, now deceased. Subject to the tenant's lease for 1939, said lease expressed that one-third of all crops, such as corn, wheat and tobacco, is received by tenant. Purchaser or landlord is to furnish teams, farming implements, fertilizer,

and seed for corn and wheat; and he is to receive two-thirds of all said crops. containing 340 acres, more or less; at and for the price of Ten Thousand ($10,000) dollars, of which, of which $500.00 dollars have been paid prior to the signing hereof and the balance is to be paid as follows: Upon examination of records showing a good and clear title, and delivery of deed, the balance of purchase $9,500.00 to be paid in cash, on or sixty days from date of contract, or upon the ratification by the Orphans Court of the sale.
Final settlement to be made at County Trust Company, Mechanicsville

And upon payment as above of the purchase money and, a deed for the property shall be executed at the vendee's expense by the vendor which shall convey the property by a good and merchantable title to the vendee.

Taxes to be paid or allowed for by the vendor to day of transfer.

Witness our hands and seals.

Test:
Emily W. Chesley
Randel B. Davis

Mary P. Davidson (Seal)
William N. Morgan (Seal)
Alfred Morgan (Seal)
William N. Morgan next kin to Archie Morgan.

Filed January 31, 1939.

Order Nisi

Ordered this 3 day of April, 1939, by the Circuit Court for St. Mary's County, Maryland, in equity, that the interest of Joseph Archie Morgan, Infant, the same being a one-third undivided interest, in and to all that part of the land called and known as "Upper Hella-Brooke", containing 378 acres of land, more or less, sold at private sale at private sale to Mary P. Davidson, at and for the sum of Ten Thousand Dollars, as stated in the Bill of Complaint, filed in the above entitled cause, be ratified and confirmed, unless cause to the contrary is shown on or before the 1st day of May, 1939, provided a copy of this order be advertised in some newspaper published in said St. Mary's County, Maryland, once each week for three successive weeks before the said 1st day of May 1939.

Wm. Mewrell Laker
Judge.

Filed April 3, 1939.

Certificate of Publication of order nisi

This is to certify that the appended Order Nisi has been published in the St. Marys Enterprise, a newspaper published in St. Marys County, Maryland once a week for Three successive weeks, prior to the 1st day of May, 1939, and that the first publication appeared in the issue of April 7th, 1939.

St. Marys Enterprise
By Philip N. Harvey, Jr.
Publisher

For "Order Nisi" see "Order Nisi" recorded on page 271 of this book, recorded immediately prior to the Certificate of Publication.

Filed May 27, 1939.

Bill of St. Marys Enterprise
C. Henry Camalier, Trustee No. 1874 N. E.

1939
April 7 To Publishing Order Nisi
William Hayden Morgan, et al.,
Vs. Joseph Archie Morgan $7.50
Paid

St. Marys Enterprise
E. Connelly

Filed May 27, 1939.

Order to set down for final hearing without argument

Mr. Clerk:

You will kindly set the above entitled case down for fintal hearing and without argument.

Wm. G. Fenwick,
Guardian Ad Litem
C. Henry Camalier
Attorney for Complainants

Filed May 27, 1939.

Decree Ratifying & Confirming sale of Infants' interest absolute.

The above cause standing ready for hearing and being submitted without argument, the proceedings were read and considered.

It is thereupon, this 27th day of May, 1939, by the Circuit Court for St. Marys County, Maryland, in equity, Adjudged, Ordered and Decreed that the sale of the interest of Joseph Archie Morgan, Infant, in and to the real estate

mentioned and described in these proceedings, called and known as "Upper De La Brooke," containing 378 acres of land, ~~with~~ which sale was made by William Hayden Morgan and others to Mary P. Davidson, be ratified and confirmed absolute, the order Nisi passed by this Honorable Court on the 3rd day of April, 1939, having been duly published for three successive weeks before the said 1st day of May, 1939, and no cause to the contrary appearing.

And it is further Adjudged, Ordered and Decreed that C. Henry Lamdin, be and he is hereby appointed Trustee to convey to the said Mary P. Davidson, by a good and sufficient deed, the interest of the said Joseph Archie Morgan, Infant, in and to the real estate above mentioned and described free and clear of and discharged from all claims of the said parties hereto, Complainants and defendants and those claiming by, from and under them, upon the payment of the sum of Three Thousand ~~Three~~ Three Hundred Thirty-three dollars and Thirty-four cents ($3333.34) that being the interest of the said Joseph Archie Morgan, Infant, in the proceeds from the sale of the aforesaid real estate. And the manner of the proceedings of the Trustee shall be as follows: He shall first file with the Clerk of the Circuit Court, a bond to the State of Maryland, executed by himself and surety or sureties to be approved by this Court or by the Clerk thereof, in the penalty of Four Thousand ($4000.00) dollars, for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any further order or decree in the premises; And the said Trustee shall bring into this Court the money arising from said sale to be distributed under direction of this Court, after deducting the prorated costs and expenses of this suit, as hereinafter directed including the usual Commission allowed Trustees, and the remaining costs and expenses including the Trustee Commission to be paid by the complainants in equal amounts. The costs of these proceedings, plus the commission of $225.00 to Joseph L. Davis, real estate Agent making this sale, to be taxed one-third to be paid by the infant defendant, and the two-thirds to be paid by the Complainants herein, each to pay one-half; And the Trustee named in these proceedings is hereby authorized

1874 N. Eq.

and directed to pay from the proceeds of sale received for said Infant Defendant, One-third of the Five Thousand ($5000.00) dollars legacies to Lillian Morgan, Alice Morgan, Bessie Morgan, Annie Morgan and Emma Morgan, each of whom was given One Thousand ($1000.00) dollars, under the Will of Wm. Douglas Morgan, late of St. Marys County, Maryland, deceased.

Wm. Mowell Lakin,
Judge

Filed May 25, 1939.

Trustee's Bond

Know All Men By These Presents, That we, C. Henry Camalier, Trustee as Principal, and Fidelity and Deposit Company of Maryland, Baltimore a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the just and just sum of Four Thousand ($4,000.00) 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 25th. day of May, in the year Nineteen Hundred and Thirty-Nine.

Whereas, the above bounden C. Henry Camalier, by virtue of a Decree of the Circuit Court for St. Marys County, Maryland, in Equity, passed on May 25th, 1939, in a cause entitled "William Hayden Morgan, et al, Plaintiffs, -vs- Joseph Archie Morgan, Infant, Defendant," being No. 1874 N. E., was appointed Trustee to sell the real estate of Joseph Archie Morgan, Infant, mentioned in the proceedings above referred to.

Now The Condition Of The Above Obligation Is Such, That if the above bounden C. Henry Camalier, Trustee, do and shall, well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any further Decree or Order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Testes to both:
J. Paul Bailey

C. Henry Camalier (Real)
Trustee

(Corp) (Real)
Fidelity and Deposit
Company of Maryland,
Baltimore

By. C. Benedict Greenwell,
Attorney-in-fact.

The within Bond with Surety is hereby approved this 25th. day of May, 1939

C. Benedict Greenwell,
Clerk.

Filed and Recarded May 25th., 1939.

Recarded in Bond Record Liber J. M. M. No. 1. Folio 102.

Filed May 25, 1939.

Receipt of Wm. H. Morgan, Guardian

Know all men by these presents, that I, William Hayden Morgan, Guardian of Joseph Archie Morgan, an Infant, of St. Mary's County, State of Maryland, do hereby acknowledge to have received from C. Henry Canalier Trustee in No. 1874 New Equity, in the case of William Hayden Morgan and others, Vs. Joseph Archie Morgan, Infant, the full and just sum of Fourteen Hundred eighty-seven and sixty (1487.60) being in full settlement of the infants, Joseph Archie Morgan, interest in the sale of the farm called and known as "Upper De La Brooke", containing 378 acres, to Mary P. Davidson, less the following amounts authorized and directed by the Circuit Court for St. Mary's County, Maryland, to be paid out of the infant's share of the proceeds of said sale: Amount to Joseph L. Davis, Real Estate Agent making this sale, $85.33: Amount to Lillian Morgan, and others legatees under the Will of Wm. Hayden Morgan, $166.66: Amount Court Costs and expenses incident to this sale, $95.75: Total amounts $345.74., and I do hereby release, acquit, exonerate and discharge the said C. Henry Canalier, his heirs, executors and administrators and his surety, its successors and assigns of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against him, them or any of them, for, or on account of the said claim or any part thereof, hereby declaring myself fully satisfied, contented and paid, as above specified.

Witness my hand and seal, this 27th day of May, 1939.

Witness:
Robert E. Wigginton
Stuart B. Bennett

William H. his x mark Morgan (Seal)
Guardian to Joseph Archie Morgan.
Infant

State of Maryland, St. Mary's County, To-wit:

I Hereby certify that on this 27th day of May, in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County personally appeared William Hayden Morgan, and made oath in due form of law that he is the legal guardian to Joseph Archie Morgan, Infant, and further acknowledged the aforegoing release to be his act.

Witness my hand and Notarial Seal.

(N. P.)
(Seal)

Stuart B. Bennett
Notary Public

Filed May 27, 1939.

Receipt of Wm. H. Morgan Guardian

Received of C. Henry Camalier, Trustee in No. 1874 Eq. Equity, William Hayden Morgan and others Vs. Joseph Archie Morgan, Infant, One Thousand seven hundred and forty-nine dollars and ninety-nine ($1749.99) cents: being the infants (Joseph Archie Morgan) pro rated costs of the Leagacies and commission to the Real Estate.

May 27th, 1939

Witness my hand and Seal.

Witness:
Robert E. Wigginton
Stuart B. Bennett.

Wm. H. his x Morgan (Seal)
mark

Filed May 27, 1939.

Receipt for Premium on Bond.

C. Henry Camalier, Trustee.
Dr. to C. Benedict Greenwell.
Prem. on Trustee's Bond $16.00
Paid May 27, 1939.

C. B. Greenwell
Trustee

Filed May 27, 1939.

John B. Biscoe
Complainant
Vs.
Warren R. Dunbar
Joseph R. Dunbar
Benjamin L. McKay
Charlotte B. Fowler,
Late County Treasurer
for St. Mary's County, Md.
Defendants.

In the Circuit Court for
St. Mary's County,
Maryland.
In Equity.
No. 1872 N. E.

Bill of Complaint to set aside a Tax Sale
with one Exhibit

To the Honorable, the Judge of said Court:
Your orator, John B. Biscoe, by William Mack Baker and Robert E. Wiggington, his Solicitors, complaining says:—

First:— That by virtue of a decree of the Circuit Court for St. Mary's County, Maryland, in Equity, passed in the matter thereof pending, wherein Joshua Warner, Jr., et al. were complainants and B. Harris Camalier and Mary E. Smith, Administrators of Logan D. Smith, et al. were defendants, the same being number 496 N. E., on November 11, 1879, B. Harris Camalier was appointed trustee to make the sale of the real estate of which the late Logan D. Smith died seized and possessed, a part of which was a tract or parcel of land in the First Election District of St. Mary's County, Maryland, called and known as "Popis Nag Pen" containing 382 acres of land, more or less, and whereas it appears by the report of the trustee appointed in the above case, filed February 3, 1880 in and the said proceedings, that the said tract called "Popis Nag Pen" was offered for sale publicly and the same was not sold because of inadequacy of the bid therefor.

Second:— That on the 19th day of June, 1894, the said B. Harris Camalier, trustee, as aforesaid, by written agreement, filed herewith as "Complainants Exhibit A", contracted to sell the said tract of land called and known as "Popis Nag Pen" for the sum of $600.00 to Joe Curtis Biscoe, stipulating, among other things, that the purchase price should be paid on or before the expiration of five years from date thereof with interest thereon and providing also for payment by the purchaser of all taxes accruing in the interim.

Third:— That after making certain substantial payments on account of said Contract the said Joe Curtis Biscoe gave to his brother, John B. Biscoe, all the right title and interest that

the former had acquired in the said property by virtue of the said contract and that thereafter, the said John B. Biscoe completed the payments for the said property to the satisfaction of the aforesaid trustee but, nevertheless, the said trustee failed to execute a deed conveying the title to the said property to either Jas Curtis Biscoe, or John B. Biscoe, despite the fact that the said John B. Biscoe repeatedly requested the said trustee to execute a deed to the said property: and likewise the said trustee failed to make a report of the said sale as required by the decree in the above entitled case.

Fourth:— That on the 29th day of November, 1932, Charlotte B. Fowler, then County Treasurer for St. Mary's County, Maryland, sold the above mentioned property for the purpose of enforcing the collection of taxes levied against the same for the years 1929-1930, to Warren R. Dunbar, for the sum of $69.00 and that subsequently to wit: on the 19th day of January, 1934, said sale was finally ratified by the Circuit Court for St. Mary's County, Maryland all of which will more fully appear by reference to Number 512 Petitions filed in the said Court; and thereafter, by deed dated the 19th of October, 1932; the said Charlatte B. Fowler, late County Treasurer as aforesaid, conveyed the said property to Warren R. Dunbar, Joseph L. Dunbar and Benjamin L. McKay, which said deed has been recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 9, folio 322.

Fifth: That by deed dated November 12, 1938, Charlatte A. Bishop, Ruth Curtis Biscoe, Joseph W. Biscoe and Ida C. Biscoe, his wife, being the widow and heirs at law of Jas Curtis Biscoe, who died intestate, conveyed all of their right, title and interest in and to the said property to your complainant, John B. Biscoe which said deed has been recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 11, folio 294.

Wherefore your complainant avers that the sale made by the said Charlatte B. Fowler, late County Treasurer as aforesaid, constitute a cloud on the title of your complaint to the said property and is and erroneous and unlawful sale for the following reasons:

First: That the sale made by the said Charlatte B. Fowler, late County Treasurer for

St. Mary's County, Maryland, is an erroneous and unlawful sale by reason of the pendency of the proceedings of Joshua Harner, Jr., et al., against B. Harris Carvalier, et al., number 496 N.E. at the time of the said tax sale, the title to the said property then being in the Equity Court for St. Mary's County, Maryland, by virtue of the decree passed in the aforesaid case of Joshua Harner, Jr., et al. against B. Harris Carvalier, et al., no deed for the said property having been executed by the said trustee or anyone else, for any report of sale of the said property having been made by the trustee.

Second: That it does not affirmatively appear from the proceedings of the aforesaid tax sale, that the said tract called and known as "Popes Neg Pen" was offered in parcels less than the whole of the said tract for the satisfaction of the tax indebtedness before offering the whole, notwithstanding the fact that the said tract appeared susceptible of division without detriment thereto.

Third: That the amount at which the property was sold by the said Charlotte B. Fowler, late County Treasurer as aforesaid, namely: $69.00 is grossly inadequate.

Your Complainant therefore respectfully requests your Honor to grant the following relief:

First: To pass and order setting aside the aforesaid tax sale and declaring the same to be null and void upon payment into this Court by Your Complainant of the sum of $69.00 with interest from November 29, 1932, and the further sum of equivalent of all taxes levied against the said property since the date of the said tax sale.

Second: And such other and further relief as Your Complainant's case may require.

And may it please your Honor to grant unto your complainants the writ of subpoena directed to Warren R. Humphreys, Joseph S. Humphreys and Benjamin S. McKay and Charlotte B. Fowler, late County Treasurer for St. Mary's County, Maryland, commanding them and each of them to be and appear in this Court in person or by solicitor on some certain day to be named therein to show cause if any they may have why a decree should not be passed as prayed.

Wm. Ulrich Loker
Robert E. Wiggington
Solicitor for Complainants

Filed Jany. 4, 1939.

280 1175 N.E.

Complainant's Exhibit "A"

(Copy)

I have this 19th day of June A.D. 1894 agreed to purchase of B. Harris Carnalier Trustee the tract or parcel of land called & known as Papis Hog Pen lying in the 1st District of St. Marys County & containing 382 acres more or less, the same being subject to the widows dower of my Mother Margaret C. Biscoe, at and for the sum of Six hundred dollars ($600.00/100) due and payable on or before five years from the date hereof with interest from date & to pay all taxes, if the said Joe Curtis Biscoe shall fail to pay the full purchase money, at the time fixed for the payments hereof, then such payments as he shall have made shall be considered & fair thereby declared to be of rent for the same.

And it is further understood & agreed that should any cord wood or timber of any kind be cut from the land, then the proceeds thereof are to be paid over to the said Trustee as a credit upon said purchase for the benefit of the creditors of the late Logan O. Smith.

Upon the payment of the whole purchase money & not before the trustee will report the sale and upon the ratification thereof by the Court will convey the same by deed as directed by decree in No. 496 N.E.

Witness my hand and seal this 19th day of June 1894.

Witness:
Charles Hayden.

Joe Curtis Biscoe (Seal)

June 19th 1894 Rec'd of Joe Curtis Biscoe, the sum of ($100) one hundred dollars in part of the above agreement.

B. Harris Carnalier,
Trustee.

Filed Janu. 4, 1939.

Subpoena to answer Bill of Complaint

St. Marys County, to-wit:

The State of Maryland

To Warren R. Hutchar, Joseph L. Humphar, Benjamin J. McKay, Charlotte B. Hamler, Late County Treasurer of Saint Marys County Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Marys County sitting as a Court of Equity, at the Court House in said County, on the

First Monday of February, 1939 to answer the Bill of Complaint of John B. Biscoe to set aside Tax Sale against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.
Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland this 4th. day of January, 1939.
Issued 4th. day of January, 1939.
(Court)
(Seal)
E. Benedict Greenwell
Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned all except Charlatte B. Fowler, Non Est.
Copy left with each one Summoned.
Wm. E. Clarke,
Sheriff.

Filed Jany. 12, 1939.

Answer of Charlatte B. Fowler, Late County Treasurer for St. Mary's County, Maryland.

To the Honorable, the Judges of said Court:
Now comes your defendant, Charlatte B. Fowler, late County Treasurer for St. Mary's County, Maryland, and for answer says:
1. That she admits the matters and facts contained in the Bill of Complaint filed in the above entitled case and submits her rights to the determination of the Court.
And as in duty bound, etc.,

Charlatte B. Fowler
Late County Treasurer for
St. Mary's County, Maryland
Defendant.

Filed Jany. 11, 1939.

Decree Pro-Confesso against certain defendants

The defendants, Warren R. Dunbar, Joseph L. Dunbar, Benamin L. McKay and Charlatte B. Fowler, late County Treasurer for St. Mary's County, Maryland, having been duly served with summons issued in this case to appear and answer to the Bill of Complaint and they, the defendants, with the except-

of Charlotte B. Fowler, late County Treasurer as aforesaid, having failed to appear and answer within the time allowed by law.
It is thereupon this 24th day of February, 1939, by the Circuit Court for St. Mary's County, Maryland, in Equity, adjudged, ordered and decreed that the plaintiff is entitled to relief in the premises and that said bill be taken pro-confesso against the defendants Warren R. Dunham, Joseph A. Dunham, and Benjamin L. McKay.

Wm. Mennell Lakes,
Judge.

Filed Feby. 24, 1939.

Leave to take testimony

To the Honorable, the Judge of said Court:—
The plaintiff in the above entitled case, having obtained a decree pro confesso herein, desires to take testimony in the same in support of the allegations contained in the Bill of Complaint filed in the above entitled case.

Wm. Ulrich Laker
Robert E. Wigginton
Solicitors for Plaintiff.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 30 March, 1939, that leave be granted to the plaintiff to take testimony before Louis F. Abell who is hereby appointed Special Examiner for the purposes of this case.

Wm. Mennell Lakes,
Judge.

Filed March 30, 1939.

Examiner's Return of Testimony with Exhibits

To the Honorable, the Judges of said Court:—
Leave of Court having been obtained in the above cause and notice having been given me by the Solicitors for the plaintiff of a desire to take testimony in the same, I, Louis F. Abell, Special Examiner for the above entitled case duly appointed by this Honorable Court, qualified and accordingly met on the 13th day of April, 1939 and appointed the 14th day of April at 10:30 A. M. as the day and time and the office of Robert E. Wigginton as the place for the taking of said testimony, at which last mentioned day, time and place I attended and in the presence of the Solicitors for the plaintiff and the witnesses, proceeded to take

the following interrogatories and answers thereto.
(No appearance being entered for the defendants.)

John B. Biscoe, a witness of lawful age, who being produced before me, and by me duly sworn, testified as follows to the interrogatories propounded.
Q. State your name, age, residence and occupation.
A. John B. Biscoe, 60, St. Mary's County, a Farmer.
Q. Mr. Biscoe, are you familiar with a tract of land in the First Election District of St. Mary's County, Maryland, called and known as Pope's Hog Pen?
A. Yes.
Q. About how many acres do you estimate there is?
A. About 318 acres, - a lot of it has gone in the Bay.
Q. Do you live on this property, Mr. Biscoe?
A. I do.
Q. How long have you lived on this property?
A. All my life.
Q. Do you know Joseph Artis Biscoe?
A. Yes.
Q. What relation, if any, is he to you?
A. My brother.
Q. Did Joseph Artis Biscoe negotiate with B. Harris Camalier, deceased, as a trustee, for the purchase of this tract of land, referred to and called and known as Pope's Hog Pen?
A. Yes.
Q. Mr. Biscoe, I show you a paper marked Complainant's Exhibit 4, purporting to be the copy of an Agreement between B. Harris Camalier, trustee, and Joseph Artis Biscoe, for the purchase by the latter of the tract of land known as Pope's Hog Pen, for a consideration of $600.00.
Will you examine this paper and state whether or not it embodies the terms of an agreement between the parties mentioned for the purchase of the land mentioned?
A. It does.
Q. What, if anything, do you base your contention upon regarding this paper?
A. When it was turned over to me my brother wanted to know it if was necessary to change the contract, and Mr. B. Harris Camalier told him no, that it was all right just as it was in the presence of me. This statement was made by B. Harris Camalier at a time when myself and my brother consulted Mr. Camalier with regard to my brother turning over to me his interest

in the property mentioned in the agreement between them.
Q. On this occasion did B. Harris Camalier acknowledge the paper referred to above and presented to you, as embodying the terms of that agreement between himself as trustee, and your brother, as purchaser, stipulating for the sale of the property above mentioned?
A. He did.

Paper marked Complainant's Exhibit A filed with Examiner and marked Examiner's Exhibit A.

Q. Was the purchase price agreed upon for the tract known as Pope's Hog Pen fully paid to the trustee?
A. It was.
Q. I shew you a paper purporting to be a receipt for the payment of $100.00 upon the tract of land mentioned and ask you whether or not B. Harris Camalier, as trustee, executed the receipt for your brother upon the payment of $100.00 towards the purchase of the property?
A. Yes.
Q. I offer you another paper and ask you to state what that is?
A. It is a receipt from B. Harris Camalier to Joseph Curtis Biscoe in payment of $100.00 on the property known as Pope's Hog Pen.
Q. I offer you another paper and ask you if that is a receipt signed by B. Harris Camalier acknowledging the payment of $30.00 by Joseph Curtis Biscoe upon the purchase price of the property known as Pope's Hog Pen?
A. Yes, sir. I was with him when it was paid.

Whereupon filed three receipts marked Examiner's Exhibit B. C. and D.

Q. Was the full purchase price of the property known as Pope's Hog Pen paid to B. Harris Camalier, trustee?
A. It was. I wrote to Mr. Camalier to know what the balance was. He wrote back to me and said it was $120 with interest. I met him at St. Mary's City at a school commencement and paid him $127.00 and some cents, but I do not remember the cents. Mr. Joe Reid was present at the time I paid this money to Mr. Camalier. Judge Camalier gave me a receipt of this payment. This receipt was destroyed by fire. Also the letter which came from Mr. Camalier.
Q. Can you state how any other payments were

made upon the purchase price of this property, prior to this final payment?
A. Some timber was cut from the place by Burch and Morris, and they paid Mr. Canaday direct. I did not draw the money from them. Things between them and Mr. Canaday. Mr. James L. Langley cut some card wood from the property and paid for this card wood directly to the trustee, Judge Canaday.
Q. You state, then, positively from your own knowledge the full purchase price for the sale of the property known as Pope's Hog Pen was paid to the trustee.
A. It was.
Q. What, if anything, did your brother, Joseph Curtis Biscoe, do with his interest in this property?
A. He turned it over to me with the understanding that I was to furnish paying for this property and take care of my mother as long as she lived.
Q. Is Joseph Curtis Biscoe living or dead?
A. He is dead.
Q. Did he leave surviving him his widow, Charlotte A. Biscoe, a daughter, Ruth A. Biscoe, a son, Joseph D. Biscoe, and a daughter, Ada C. Biscoe?
Q. Were there any other children surviving Joseph Curtis Biscoe?
A. No.
Q. I show you a paper and ask you to explain what that paper is.
A. This paper is a deed from the heirs of Joseph Curtis Biscoe, conveying all of the right, title and interest in the property known as Pope's Hog Pen, to myself, John B. Biscoe.

Herewith filed deed with Examiner to be marked Examiner's Exhibit E.

Q. State how long you have been in possession of this property; what, if any, improvements you have made upon it, whether or not you have exercised dominion and control over the property, and what, if anything was done with any income derived from the property?
A. I have been in possession of the property ever since my brother's interest was turned over to me. I have repaired the old house before it was burned, and after it was burned I built a new house. I have repaired the barn from time to time. I farmed the property since I have been in possession of it. Any income from such operation was retained by me. I have rented part of this property for quite a number of years to Mr. Dunbar and others to the

used by them for fishing purposes.
Q. Since your brother turned over his interest in this property to you have you openly claimed the ownership of it and have you been recognized by other people as the owner of the property?
A. I have.
Q. After completing payment of the purchase price of the property to the trustee, B. Harris Carmalier, did you make requests of the trustee for a deed for the same?
A. I did.
Q. Was this request made once, or several times?
A. Several times.
Q. Did B. Harris Carmalier, as trustee, or in any other capacity ever convey this property known as Curtis Hog Pen to you or to your brother Joseph Curtis Bucke?
A. No.
Q Do you know that this property was sold Nov. 29, 1932 by Charlotte B. Fowler, then County Treasurer for St. Mary's County, Maryland, to Warren R. Dunbar for the sum of $69.00.
A. It was.

Complainant offers certified copy of the Report of Sales made by Charlotte B. Fowler, late County Treasurer, and the same is herewith filed and marked Examiner's Exhibit G.

Q. Do you consider the sum of $69.00 a fair and adequate price for the property sold?
A. I do not.
Q. How much water front does this property have?
A. About three-quarters of a mile.

Complainant offers Certified copy of deed herewith filed and marked Examiner's Exhibit H.

Q. Are you ready, able and willing to repay to Mr. Warren R. Dunbar, Joseph L. Hunter and Benj. L. McKay, the price that they have paid to Treasurer for the purchase of this property together with interest thereon since the date of said payment and also the sum equal to the amount of taxes that they have paid on the property together with interest since their purchase of the same?
A. Yes.

In answer to the general interrogatory the witness answered No.

Test:
Louis F. Wheel.

John B. Biscoe

Paul J. Bailey, a witness of lawful age, who being produced before me, and duly sworn, testified as follows to the interrogatories propounded.

Q. State your name, age, residence and occupation?
A. Paul J. Bailey, 32, Hayward, St. Mary's County, Maryland, Attorney.
Q. How long have you been practicing as an attorney?
A. Since October 1933.
Q. State whether you have examined into proceedings numbered 496 N. E. in the Circuit Court for St. Mary's County, Maryland, being a case titled Joshua Harner, Jr. & Co., vs. Mary E. Smith, et al. State what you found therein?
A. I have examined the proceedings No. 496 N. E. As I have a case involving said proceedings. I found there was a bill filed against Logan O. Smith, deceased, for the purpose of having all or part of his real estate sold for the payment of debts, and that B. Harris Carradine was duly appointed trustee by said Court to make said sale. I further found that said trustee offered at public sale, among other tracts, a tract known as Pope's Hog Pen, but withdrew same from said sale because of insufficiency of bids. I further found that the above mentioned Report of Sale filed Feb. 3, 1880, was the only report of sale filed in this case. I found no other proceedings in regard to this property. From my examination of the Audit and the said Report of Sale it appeared that the sums realized by the reported sales were not sufficient to satisfy the creditors involved.
Q. State whether or not you have made an examination of the appropriate records of St. Mary's County, Maryland, the same including the Land Records of said County, and if so, whether or not you have found any conveyance from B. Harris Carradine, Trustee, to Joseph Curtis Biscoe, or John B. Biscoe, or anyone else, of the tract of land located in the First Election District of St. Mary's County, Maryland, called and known as Pope's Hog Pen?
A. I have examined the Land Records of St. Mary's County, and failed to find any instruments conveying or mentioning Pope's Hog Pen from said Trustee or anyone holding under him, to anyone

nor any conveyances whatsoever by virtue of this trust, mentioned in the case No. 496 N. E.

In answer to the general interrogatory the witness answers No.

Paul J. Bailey

Test:
Louis F. Uhell.

William Aleck Laker, witness of lawful age, who being produced before me, and by me duly sworn, testified as follows to the interrogatories propounded.

Q. State your name age, residence and occupation
A. William Aleck Laker, 29, Leonardtown, St. Mary's County, Maryland, attorney
Q. How long have you been practicing as an attorney?
A. Since October 1, 1923.
Q. State whether you have examined into proceedings numbered 496 N. E. in the Circuit Court for St. Mary's County Maryland, being a case entitled Joshua Harner Jr. & Co., vs Mary E. Smith, et al. State what you found therein?
A. I have examined the proceedings mentioned and find that the same was filed at the instance of several creditors of Logan O. Smith, deceased, for the purpose of having the land of the deceased sold and I further found that B. Harris Camalier was appointed Trustee by decree of the said Court to make the sale of the real estate mentioned in the proceedings and that in accordance with the decree the Trustee reported that he had sold one tract known as Poplar Neck Pen at the public sale held, but withdrew the same at that time for insufficiency of bids. I further find that the said report of trustee filed Feb. 3, 1880, was the only report of sale made by the said trustee. I further state that I have found no supplemental decree in the said proceedings.

Filed herewith certified copies of decree in case of Joshua Harner Jr. & Co., vs Mary E. Smith, et al, with examines and same is marked Examiner's Exhibit K.

Also files certified copy of Trustee's Report of Sale, filed in the same case, and therewith marked Examiner's Exhibit L.

Q. State whether or not you have made an examination of the appropriate records of St. Mary's County, Maryland, the same including the Land Records of said County, and if so, whether or

not you have found any conveyance from B. Harris Camalier, Trustee, to Hugh Curtis Biscoe, or John B. Biscoe, or anyone else, of the tract of land located in the First Election District of St. Mary's County, Maryland, called and known as Pope's Hay Pen.
A. & I have made such an examination to the best of my ability and have been unable to find any conveyance by the said Trustee of the property mentioned to the parties mentioned, or to anyone else.

In answer to the general interrogatory the witness answers No.

Test: Wm. Aleck Laker.
Louis F. Abell.

No other witnesses being named or produced before me, I then, at the request of the solicitor for the complainants closed the depositions taken in the cause and now return them closed to this Honorable Court under my hand and seal together with 9 exhibits, one of which was originally filed with the original proceeding.
Witness my hand and seal this 15th day of April, 1939.

Louis F. Abell
Special Examiner of the
Circuit Court for St. Mary's
County, Md.

Costs and expenses of the above commission on part of complainants.

Louis F. Abell,	Special Examiner	$8.00
Wm. Aleck Laker,	Witness	.75
Paul J. Bailey,	Witness	.75
		$9.50

Filed April 15, 1939.

Examiner's Exhibit A.

For "Examiner's Exhibit A" see Complainant's Exhibit "A" recorded on page 280 of this book.

Re-filed April 15, 1939.

Examiner's Exhibit "B"

Received at Herman's Store, Jany. 13th 1898 of Jos. A. Biscoe the sum of Thirty Dollars on Contract with me.
$30.00.

B.
B. Harris Camalier

Filed April 15, 1939.

Exhibit "C"

Received July 7th 1896 of Joe Artis Bisco a check of James L. Langley for One hundred dollars in part Payment of a contract of sale dated June 19th 1894

B. Harris Camalier,
Trustee

Filed with Examiner April 14-1939

Louis F. Abell,
Special Examiner

Filed April 15, 1939.

Exhibit "d"

Received June 19th 1894 of Joe Artis Bisco the sum of One hundred Dollars in part of an agreement of sale made this day for a tract of land known as Pope's Hog Pen.
$100.00

B. Harris Camalier,
Trustee.

Filed with Examiner April 14-1939

Louis F. Abell,
Special Examiner

Filed April 15, 1939.

Exhibit "E"

This Deed, Made this Fifteenth day of November, in the year one thousand nine Hundred and thirty-eight by Charlotte A. Bisco, widow, Ruth Artis Bisco, single, Joseph W. Bisco and Ida C. Bisco, his wife, of Baltimore, Maryland, being the widow and heirs at law of Joe Artis Bisco, deceased.

Whereas, the said Joe Artis Bisco, deceased, in his lifetime contracted with B. Harris Camalier, Trustee for the creditors of Logan O. Smith, as will appear by reference to Equity Proceedings No. 496, M. E., docketed Equity Records of St. Mary's County, Maryland, for the purchase of the tract of land hereinafter described, but desired that the legal title to the same should rest in his brother John Bisco, who made several substantial payments upon the purchase price of the said land, but who never obtained a conveyance of any right, title or interest in the same,

Witnesseth that in consideration of the premises and of the sum of One dollar and other good and valuable considerations, the said Charlotte A. Bisco,

Ruth Artis Bisco, Joseph D. Bisco and Ida C. Bisco, his wife, do grant and convey unto John B. Bisco, his heirs and assigns, in fee simple, all our right, title and interest, both at law and in equity, in and to all that tract of land, situate, lying and being in the First Election District of St. Mary's County, Maryland, and described as follows, that is to say: Being a tract of land situated as aforesaid on the Chesapeake Bay, containing 382 acres of land, more or less, called and known as "Pope's Neg. Pen," and being part of the land of which the late Logan D. Smith died seized and possessed. Together, with the buildings and improvements thereon erected, made or, mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John Bisco, his heirs and assigns, in fee simple) omit.
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 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 John Bisco, his heirs and assigns, in fee simple.

Witness the hands and seals of said grantors:

Test:
Edward F. Bell (N.P.)
Notary Public (Seal)
Baltimore City, State of Md.

Charlotte A. Bisco (Seal)
Ruth A. Bisco (Seal)
Joseph D. Bisco (Seal)
Ida C. Bisco (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 19th day of Nov. in the year one thousand nine hundred and thirty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charlotte A. Bisco, Ruth Artis Bisco, Joseph D. Bisco and Ida C. Bisco, his wife, and each acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal:

(N. P.)
(Seal)

Edward F. Bell
Notary Public

1875 N.E.

Received for Record Dec. 16, 1938 at 2:45 o'clock P.M. same day recorded in Liber J. M. M. No. 11, Folio 294 etc., one of the Land Records of St. Mary's County, Maryland and examined per.

C. Benedict Greenwell,
Clerk

Cost of Record $.1.75 Paid.

(Court)
(Seal)

True Copy - Test:
C. Benedict Greenwell,
Clerk.
June 22, 1939.

Filed April 15, 1939.

Filed with Examiner April 14, 1939

Louis F. Abell,
Special Examiner

Filed April 15, 1939.

Exhibit "F"
No. 512 Petitions

In the matter of the sales of real estate in St. Mary's County, Maryland, made on November 29th; 1932 by Charlotte B. Fowler, Late County Treasurer for Saint Mary's County, Maryland, for the years 1929 and 1930, to satisfy and pay taxes levied for said years, due and in arrears, together with interest and costs.

To the Honorable the Judges of said Court:-

The report of Charlotte B. Fowler, Late County Treasurer for St. Mary's County, Maryland, for the years 1929 and 1930, respectfully shows:-

That after notifying delinquent taxpayers in the form required by law, by advertisement and by hand bills posted, and after giving at least thirty days notice of the time and place of sale in the St. Mary's Beacon and the St. Mary's Enterprise, being two newspapers published in said St. Mary's County, as will appear from certificates of said advertisements herewith filed, marked "Exhibit A" and "Exhibit B", respectively she offered for sale by public auction at the Courthouse door at Leonardtown, St. Mary's County, Maryland, between the hours of one and four o'clock P. M., on the 29th. day of November, 1932, the real estate of taxpayers delinquent in payment of taxes levied in the years 1929 and 1930, as advertised, except such as had been exempt from sale by payment of taxes, interest and costs, prior to the time of sale, or on account of an error in advertising. And that

whenever the property offered appeared susceptible of division without detriment thereto, she offered a smaller portion thereof before she offered the whole, but in no instance did she receive a bid for any portion less than the whole. And the said Charlotte B. Fowler further reports that she sold all the property to the highest bidder for cash or upon such security for future payment as was satisfactory to her; and that the following are the descriptions of the property sold, the person or persons to whom assessed, the amount of taxes, interest and costs for which sold, the sale price, and the purchaser thereof:-

(1) Farm, 218 acres, in the First Election District, assessed in the name of John B. Biscoe, Taxes, interest and costs, $68.19. Sold to Warren R. Humbar for $69.00.

And the said Charlotte B. Fowler further reports that all the above named purchasers have complied with the terms of sale to her satisfaction.

Respectfully submitted.

Charlotte B. Fowler
Late County Treasurer
for St. Marys County,
Maryland.

City of Washington, District of Columbia, to wit:-

I hereby certify that on this 9th day of December, in the year 1932, before me the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Charlotte B. Fowler, Late County Treasurer for St. Marys County, Maryland, and made oath in due form of law that the matters and things stated in the aforegoing report are true and bona fide as therein set forth, to the best of her knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal:-

My Commission Expires January 14, 1937

(N. P.) (Seal)

John N. Kalmead
Notary Public in
and for the District
of Columbia.

State of Maryland, Saint Marys County, to-wit:-

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Report

of Sale of Charlatte B. Fowler, Late County Treasurer, as to the property assessed to John B. Biscoe, all others omitted.

In Testimony Whereof I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County State of Maryland, this 12th day of April, in the year one thousand nine hundred and thirty-nine.

(Court)
(Seal)

C. Benedict Greenwell
Clerk of the Circuit Court
for Saint Marys
County, Maryland

Filed with Examiner April 14, 1939

Louis F. Abell,
Special Examiner

Filed April 15, 1939.

Exhibit "G"

This Deed made this 19th day of October in the year nineteen hundred and thirty-nine by Charlatte B. Fowler, late County Treasurer for St. Marys County, Maryland.

Whereas, the said Charlatte B. Fowler was duly and legally elected County Treasurer for St. Marys County for the years 1929 and 1930 having qualified as such as required by law thereby becoming collector of all State and County taxes levied by law for said years, with power and authority to collect said taxes for the years aforesaid and to enforce the payment thereof and to convey title to any property sold by her for the payment of said taxes.

And whereas State and County Taxes were duly levied for the years 1929 and 1930 upon the real estate hereinafter described and assessed in the name of John B. Biscoe in the First Election District of St. Marys County, Maryland.

And Whereas neither the said John B. Biscoe nor anyone in his behalf ever paid the taxes levied upon said real estate in his name assessed as aforesaid, and whereas to enforce the payment of said taxes as well as taxes due by other delinquents for said years 1929 and 1930 the said Charlatte B. Fowler, late County Treasurer of St. Marys County, Maryland gave notice to delinquent tax payers in the form and manner prescribed by law and also

gave notice thereafter in the form and manner prescribed by law of the time, terms and place of sale and after complying with all prerequisites as required by law she did on the 29th day of November in the year 1932 at the Court House door in Leonardtown, St. Mary's County, Maryland sell at public auction said real estate, hereinafter described and hereby conveyed to Warren R. Dunbar at and for the sum of $69.00, he being then and there and for that sum the highest bidder therefor which said sum has been paid in full.

And whereas said sale has been duly reported to the Circuit Court for St. Mary's County, Maryland, together with other sales made at the same time and all other requirements of law having been complied with by said late County Treasurer, no exceptions having been filed to said sale and the land so sold as aforesaid not having been redeemed and said sale having been finally ratified and confirmed by an order of the Circuit Court for St. Mary's County, Maryland, aforesaid, signed and filed on January 9, 1934, all of which will appear from the proceedings in No. 5-12 Petitions in the Circuit Court for St. Mary's County, aforesaid.

And whereas the said Warren R. Dunbar has requested the said Charlotte B. Fowler, late County Treasurer to convey said real estate to himself, Joseph L. Dunbar and Benjamin L. McKay, as tenants in common, which the said Charlotte B. Fowler, County Treasurer as consented to do.

Now therefore this Deed witnesseth that in consideration of the premises and of the sum of one dollar the aforesaid Charlotte B. Fowler, late County Treasurer for St. Mary's County, Maryland, for the years 1929 and 1930 does grant and convey unto the aforesaid Warren R. Dunbar, Joseph L. Dunbar and Benjamin L. McKay, all of St. Mary's County, Maryland, as tenants in common, their heirs and assigns in fee-simple all that real estate consisting of a farm of 3 8 acres in the First Election District of St. Mary's County, Maryland assessed in the name of John B. Biscoe, no deed to the said John B. Biscoe for said real estate appearing among the Land Records of St. Mary's County, Maryland, said real estate being situated in the Chesapeake Bay.

Together with the buildings and improve-

ments thereon, 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 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 Warren A. Dunbar, Joseph L. Dunbar and Benjamin L. McKay all of St. Mary's County, Maryland, as tenants in Common, their heirs and assigns in fee-simple.

And the said Charlotte B. Fowler, late County Treasurer for St. Mary's County, Maryland, hereby covenants that she will warrant specially the property hereby granted and conveyed, and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of said grantor Charlotte B. Fowler, Late County Treasurer for St. Mary's County, Maryland:

Test: Charlotte B. Fowler (Seal)
John H. Holmead

District of Columbia, City of Washington, to wit:

I hereby certify, that on this 19th day of October in the year nineteen hundred and thirty-five before me, the subscriber a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Charlotte B. Fowler, Late County Treasurer for St. Mary's County, Maryland and she acknowledged the foregoing deed to be her act.

My Commission Expires January 16, 1937. (N.P.) (Seal) John H. Holmead Notary Public

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Charlotte B. Fowler, Late County Treasurer, to Warren A. Dunbar, Joseph L. Dunbar and Benjamin L. McKay, dated October 19, 1935, as recorded in Deed Liber J. M. M. No. 9, Folio 325 et seq., one of the Land Records of St. Mary's County, Maryland, on the 29th. day of October, 1935, at 11:00 A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland,

this 13 th. day of April, in the year one thousand nine hundred and thirty-nine.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed with Examiner April 14, 1939

Lewis F. Abell,
Special Examiner.

Filed April 15, 1939.

Exhibit "H"

This cause standing ready for hearing, and being submitted without argument, the proceedings were read & considered. It is thereupon, this eleventh day of November, Eighteen hundred & seventy nine, by Robert Ford, Associate Judge, and by the authority of this Court, adjudged, ordered, and decreed, that the real estate of Logan O. Smith deceased, in the proceedings mentioned, or so much thereof, as may be necessary for the payment of his debts, be sold.

That B. Harris Carnalier of St. Mary's County, be and he is hereby appointed trustee, to make such sale; and that the cause and manner of this proceeding shall be as follows:

He shall first file in the Clerk's Office, a bond, to the State of Maryland, executed by himself, with surety or sureties to be approved by the Clerk of this Court or the Judge thereof in the penalty of ten thousand dollars, conditioned for the faithful performance of the trust, reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises.

He shall then proceed to make sale of said premises, having first given at least three weeks previous notice, inserted in some newspaper printed in St. Mary's County and such other notice, as he may think proper, of the time, place, manner, and terms of sale. which terms shall be as follows, one-third of the purchase money to be paid in cash on the day of sale and the balance in equal instalments in one, and two years from the day of sale - the whole to be bear interest from the day of sale, and the payment thereof to be secured by the Bonds of the purchaser, with a surety or sureties, to be approved by the trustee.

And as soon as may be convenient after such sale or sales, the said Trustee shall re-

turn to this Court, a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales, aforesaid. And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money (and not before) the said Trustee, by a good and sufficient deed, to be executed and acknowledged agreeably to law shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them sold, free, clear and discharged of all claim of the parties of this cause, and of any person or persons claiming by, from or under them. And the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity, wherewith he shall appear to have discharged his trust.

R. Ford.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the decree in the above entitled cause, being No. 496 N.E.

In Testimony Whereof I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 12th day of April, in the year one thousand nine hundred and thirty-nine.

(Court Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed with Examiner April 14-1939

Louis F. Abell
Special Examiner

Filed April 12, 1939.

Exhibit "I"

To the Honorable the Judges of the Circuit Court for St. Mary's County sitting as a Court of Equity.

The report of B. Harris Carnalier in this cause, humbly shows:

That after giving bond with security as required by the decree and giving notice of the time, place, manner and terms of sale by advertisement in the St. Mary's Beacon once a week for three successive weeks prior to the day of sale and by hand bills distributed throughout the State and elsewhere, he did on Tuesday the 9th day of December A. D. 1879, attended at the Court House door in Leonardtown and then and there offered the the real estate in the proceedings mentioned for sale, that is to say: In the first place he offered all that tract or parcel of land called and known as "Part of Scotland" containing 305 acres more or less subject to the widows dower already laid off and then and there sold the same to Mrs. Mary E. Smith at and for the sum of Four thousand two hundred and fifty ($4,250.00) Dollars, she being then & there the highest bidder therefor.

In the second place, he offered all that tract or parcel of land called "Pope's Hog Pen" containing 382 acres more or less and not having but $3400. bid for the same, your trustee withdrew it believing it to be entirely inadequate to its value.

In the third place, he offered that tract known as "Rapidee Farm" containing 318 acres more or less and not having any valid bid for the same, of course, could not sell.

In the fourth place, he offered that tract called "Half Allowance" containing 94 acres more or less and sold the same to R. Fenwick Taylor at and for the sum of One hundred and fifty dollars, he being then and there the highest Bidder for the same.

And your trustee further reports that the said Mary E. Smith has complied with the terms of sale by paying one third of the purchase money in cash and giving Judgment for the deferred payments payable in one and two years from the day of sale, and the said R. Fenwick Taylor has complied with the terms by paying one third in cash and giving notes for the deferred payments.

All of which is respectfully submitted.

B. Harris Camalier
Trustee.

State of Maryland, Saint Mary's County, Set:

I hereby Certify that on this 3rd day of February

1875 N. E.

A. D. 1880, before me the subscriber J. Frank Ford, Clerk of the Circuit Court for St. Mary's County, personally appeared B. Fabric Camalier trustee and made Oath in due form of law that the facts stated in the aforegoing report are true to the best of his knowledge & belief and that the sales therein reported was fairly made.

Sworn before:

J. Frank Ford,
Clk.

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify That the above and aforegoing is a true and correct copy of the Trustee's Report filed in No. 496 N. E.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 13th. day of April, in the year one thousand nine hundred and thirty-nine.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed with Examiner April 14-1939

Louis F. Abell,
Special Examiner

Filed April 15. 1939.

Decree setting aside tax sale

This cause standing ready for hearing and being submitted on Bill of Complaint, Answer and other proceedings without argument, the proceedings were read and considered.

It is thereupon, this 28th day of April, by the Circuit Court for St. Mary's County, Maryland, in Equity, Adjudged, Ordered and Decreed, that the deed in the proceedings mentioned purporting to have been made and executed, on the 19th day of Oct. 1932, by Charlotte B. Fowler, Late County Treasurer for St. Mary's County, Maryland, to Warren R. Thrasher, Joseph L. Thrasher and Benjamin L. McKay, recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 9, Folio 225 and the record of said deed be and the same is hereby set aside and declared to be utterly null and void to all intent and purposes whatsoever so far as the same may interfere with or in any manner

affect the right and claim of the plaintiff by virtue of the aforesaid deed from the said Charlotte B. Zander, Late County Treasurer as aforesaid.
And it is further adjudged, ordered and decreed that the said John B. Bisco pay unto Warren R. Dunbar, Joseph R. Dunbar and Benjamin L. McKay the sum of $69.00 with interest at the rate of 10% from November 29, 1932, being the sum of $43.70 and that the said John B. Bisco pay unto Warren R. Dunbar, Joseph R. Dunbar, Benjamin L. McKay, the sum of $35-2.70 being the amount of taxes levied and paid by Warren R. Dunbar, Joseph R. Dunbar and Benjamin L. McKay for the years 1933, 1934, 1935, 1936 and 1937 with interest on said amount of taxes in the amount of $6 5-92. And the said John B. Bisco shall further pay the sum of $9.65- being the amount paid for preparing the aforesaid tax sale deed, recording charges, notary fee and interest thereon at the rate of 6% per annum.
And it is further adjudged, ordered and decreed that the plaintiff pay the costs of these proceedings.

Wm. Mennell Laker,
Judge.

Filed April 28, 1939.

Receipt July 8th, 1939.

Received of Wm. Aleck Laker, Attorney, the sum of Five hundred and forty and 98/100 Dollars ($5-40.98) being in full the amount decreed by the Circuit Court for St. Mary's County, Maryland, in Equity. No. 1875- N. E., to be paid by John Bisco to us.

Warren Dunbar
Warren Dunbar
Joseph Dunbar
Joseph Dunbar
Benjamin L. McKay
Benjamin L. McKay

Filed July 8, 1939

Petition and Order to withdraw Exhibit

Upon the request of Wm. Aleck Laker, one of the attorneys for John B. Bisco, in the above entitled cause, permission is hereby given to withdraw, from the proceedings in the above entitled matter, a deed from Charlotte A. Bisco et al., to John B. Bisco dated November 15-th, 1938, and marked Exhibit "C" by the Examiner,

1873 N. E.

the same having been filed with the Examiner in the above case on April 14th, 1939, Provided a certified copy of the said instrument be filed in the above entitled matter.
July 11th, 1939.

Wm. Mennell Lake,
Judge.

Filed July 11, 1939.

D. Bruce Tyler and
Lucy A. L. Tyler, his wife,
Plaintiffs
vs.
Alice Tyler, Clinton L. Tyler
and Laura Tyler, his wife,
Alice L. Tyler, non compos
mentis, Vestry of St. Paul's
Parish of Calvert County, a
corporation, The Eastern
Shore Trust Company, a
corporation, and Lucy A. L.
Tyler.
Defendants.

In the Circuit Court for
St. Mary's County,
Maryland
No. 1211 New Equity

Title Guaranty Co.

This case not recorded by former Clerk. Title Guaranty Co. on Aug. 12, 1939 paid for recording of the following papers, which are not all of the papers in the case but being those necessary for title purposes. Hence these papers are recorded in conformity with request of said Title Guaranty Co.

Bill of Complaint

Your orators, complaining, say:
1. That Allen C. Tyler, late of St. Mary's County and State of Maryland, deceased, departed this life, intestate, on or about the first day of January, in the year nineteen hundred, leaving surviving him, a widow, the defendant, Alice Tyler, and the following six children and heirs-at-law, that is to say: Clinton L. Tyler, whose wife is Laura Tyler, defendants in this case and both residing in Baltimore City and State of Maryland, at 1624 West Baltimore, Alice B. Tyler, defendant in this case, unmarried and non compos mentis, now being in the Institution known as the Asylum and Training School for Feeble-Minded at Owings Mills, Baltimore County, Maryland, Adele, intermarried with William A. Salters, of Calvert County and State of Maryland, Mabel, intermarried with one Stern of Baltimore City and State of Maryland, and Violet Isabelle Tyler, unmarried, both residing in said St. Mary's County; all of the above named being adults.
2. That the said Allen C. Tyler died seized and possessed of real estate situate, lying and being in the First Election District of said St. Mary's County, consisting of a tract of land commonly called and known as "Cross Manor," containing three hundred acres of land, more or less, which he acquired under the last will and testament

of his father, David H. Tyler, recorded among the Wills Records in the office of the Register of Wills for St. Mary's County; and that his personal estate has been fully administered in the Orphans' Court of St. Mary's County.

3. That in the lifetime of the said Allen C. Tyler, he conveyed the real estate aforesaid, by joint deed of himself and the said Alice Tyler, his wife, by way of mortgage to J. Walter Carpenter to secure the payment of twelve hundred dollars, with interest, five years from the date of said mortgage which was dated August 25, 1892. That thereafter said mortgage was duly assigned to James F. Abell, and then duly assigned by the Executors of said James F. Abell to the Vestry of St. Paul's Parish of Calvert County, a corporation created and being under the provisions of the Act of the General Assembly of Maryland of 1798, Chapter 24, commonly known as "The Vestry Act," present holder thereof and made a party defendant in this case as mortgagee-lienors. That before the assignment of said mortgage by the Executors of the said James F. Abell as aforesaid, proceedings had been instituted in the Circuit Court for St. Mary's County by said Executors for the foreclosure thereof; and, as appears from the proceedings in that matter (No. 912 Nun Equity), said case was dismissed after order filed for entering same to the use of the said Vestry for the consideration of fourteen hundred and fifty-nine dollars and fifty cents paid by said Vestry, that being the amount then due with accumulated interest, and the sum then, thereafter and now agreed to be, as it is in fact, the principal indebtedness intended to be secured by said mortgage upon which, since the assignment to said Vestry as aforesaid, interest has been paid by the said W. Bruce Tyler up to March 25, 1914. Certified copy of the record of said mortgage and assignments herewith filed, marked "Exhibit A."

4. That since the death of the said Allen C. Tyler the said W. Bruce Tyler, with the consent of, and by agreement with, the said Alice Tyler, widow as aforesaid, and his brother and sisters aforesaid, has resided upon said real estate and has farmed and managed the same upon the consideration of his paying the interest upon said mortgage indebtedness of fourteen hundred and fifty-nine dollars and fifty cents and all taxes and premiums upon insurance and of keeping up

the property, all of which things he has performed and done. And, within the period since the death of the said Allen C. Tyler, the said W. Bruce Tyler has purchased the interests in said real estate of his sisters Adele Talley, Mabel Stern before her marriage and Violet Isabelle Tyler above mentioned, which have been duly conveyed to him by deeds dated and recorded among the Land Records of said St. Mary's County, respectively, as follows: By deed dated October 13, 1908, recorded in Liber E. B. G. No. 7, folio 326, by deed dated October 17, 1910, recorded in Liber E. B. G. No. 9, folio 75; and by deed dated December 26, 1913, recorded in Liber E. B. G. No. 12, folio 211, all of which will appear from certified copies of the record of said deeds, recorded among said Land Records, filed herewith, marked, respectively, "Exhibit B," "Exhibit C," and "Exhibit D," and from which it follows and appears that the said W. Bruce Tyler now has an two-thirds undivided interest in said real estate, subject to the dower of the widow, the said Alice Tyler, the said Clinton L. Tyler and the said Addie B. Tyler, each being entitled to a one-sixth interest.

5. That there are three judgments of record in the Circuit Court for St. Mary's County which are encumbrances upon the interest of the said W. Bruce Tyler in said real estate, one in favor of the said Lucy A. L. Tyler, use of The Eastern Shore Trust Company, against the said W. Bruce Tyler for sixteen hundred dollars, with interest thereon from February 3, 1911, and costs, one in favor of The Eastern Shore Trust Company against the said W. Bruce Tyler and Lucy A. L. Tyler for one thousand dollars, with interest thereon from November 15, 1912, and costs, and the third in favor of The Eastern Shore Trust Company against the said W. Bruce Tyler and Lucy A. L. Tyler for five hundred dollars, with interest thereon from December 18, 1913, and costs, as appears from certified copies of said judgments herewith filed, marked, respectively, "Exhibit E," "Exhibit F" and "Exhibit G"; and The Eastern Shore Trust Company, which is a corporation, is made a party defendant in this case as such judgment-lienor.

6. That the interest of the said Clinton L. Tyler, whose full name is Clinton Sterling Tyler, in said real estate is encumbered by the lien of a mortgage upon said interest executed by him

on July 30, 1909. to J. Thomas Morris, mortgagee, to secure the payment, with interest, of the sum of one hundred and fifty dollars eighteen months after date of said mortgage, which said mortgage was duly assigned to the said Lucy A. P. Tyler on January 26, 1911, the said principal sum being still due and unpaid, but the interest thereon having been paid up to February 10, 1914; wherefore the said Lucy A. P. Tyler is made a party defendant in this case as such mortgagee-assignee. A certified copy of the record of said last mentioned mortgage and of said assignment thereof is herewith filed, marked "Exhibit A."

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, the less so on account of the existence of the liens aforesaid; and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds divided amongst and between the parties according to their general interests and liens, respectively.

8. That the said Allie B. Tyler is non compos mentis, and has been so for years, as appears from the proceedings upon a petition filed in the Circuit Court for Ct Mary's County on June 23, 1908 (No. 312 Petitions), wherein the said W. Bruce Tyler was appointed, by order of said Court, Trustee to take charge of her person and property, and wherefrom it appeared that the said W. Bruce Tyler fully accounted for all funds of the said Allie B. Tyler in his hands in a report made to said Court which was duly ratified and confirmed by said Court by order filed March 14, 1912. That surety bond of the said W. Bruce Tyler, as such Trustee, was thereupon cancelled by the Surety Company, and the functions of said Trustee thereby ended. The said Allie B. Tyler has been for years, and is now confined in the Institution known as the Asylum and Training School for Feeble-Minded, at Owings Mills, Baltimore County, Maryland, hereinbefore referred to, and she is in charge, and under the absolute control, of the officers of said Institution.

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 dis-

tributed amongst and between the several parties to this suit according to their several and respective liens, rights and interests.
(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 writs of subpoena, directed to the said Alice Tyler, The Eastern Shore Trust Company, a corporation, and Lucy A. L. Tyler, all residing in said St. Mary's County, to the said Clinton L. Tyler and Laura Tyler, his wife, both residing in Baltimore City and State of Maryland, at 1154 West Baltimore Street, to the said Alice B. Tyler, residing at Owings Mills, in Baltimore County and State of Maryland, and to the said Vestry of St. Paul's Parish of Calvert County, residing in Calvert County and State of Maryland, commanding them, and each and every of them, to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty, etc.,

Wilmer & Ching
Solicitors for Plaintiffs.

Filed August 6th, 1914.

Subpoena to answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland,

To The Eastern Shore Trust Company, a corporation of St. Mary's County Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on First Monday in September next to answer the Bill of Complaint of W. Bruce Tyler and Lucy A. L. Tyler, Plaintiffs. Hereof fail not as you will answer the contrary at your peril.

Witness, the Honorable John P. Briscoe, Chief Judge of the 7th Judicial Circuit, the 6th day of August, 1914.

Issued 6th day of August, 1914.

(Court Seal)

Enoch B. Abell,
Clerk.

Summons

J. B. Lowe,
Sh'ff.

Filed Augt 10th 1914.

1311 N. E.

Subpoena to answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland,

To the Vestry of St. Paul's Parish of Calvert County, a corporation of Calvert County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday in September next to answer the Bill of Complaint of W. Bruce Tyler and Lucy A. L. Tyler, his wife against you in said Court exhibited.

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

Witness, the Honorable John P. Briscoe, Chief Judge of the 7th Judicial Circuit, the 6th day of August, 1914.

Issued 6th day of August 1914

(Court)
(Seal)

Enoch B. Abell,
Clerk.

Filed Aug. 14th 1914.

Summoned

J. B. Johnson
Sheriff.

Filed Aug. 14th. 1914.

Subpoena to answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland,

To Alice Tyler and Lucy A. L. Tyler of St. Mary's County Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court for St. Mary's County, at the Court House in said County, on the First Monday in September next to answer the Bill of Complaint of W. Bruce Tyler and Lucy A. L. Tyler, his wife.

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

Witness, the Honorable John P. Briscoe, Chief Judge of the 7th Judicial Circuit, the 6th day of August 1914.

Issued 6th day of August, 1914.

(Court)
(Seal)

Enoch B. Abell,
Clerk.

Summoned

J. B. Lowe,
Shff.

Filed Aug. 17, 1914.

Subpoena to answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland.

To Clinton L. Tyler and Laura Tyler, his wife, #1124 N. Baltimore St. Baltimore, Md. of of Baltimore City, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court for St. Mary's County, at the Court House in said County, on the 7 first Monday in September next to answer the Bill of Complaint of W. Bruce Tyler and Lucy G. L. Tyler, his wife against you in said Court exhibited.

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

Witness, the Honorable John P. Briscoe, Chief Judge of the 7th Judicial Circuit, this 6th day of August 1914.

Issued 6th day of August 1914.

(Court)
(Seal)

Enoch D. Abell,
Clerk.

Summoned Ambo

Thomas F. McNulty
Sheriff
Fees $0.80

Filed Sept. 5, 1914.

Subpoena to answer Bill of Complaint

St. Mary's County, to wit:

The State of Maryland.

To Alice B. Tyler (non compos mentis) } at the Asylum for feeble minded, at Owings Mills Baltimore County, Md.

and copy left with Mr. F. W. Keating, superintendent of Baltimore County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the First Monday in November next, to answer the Bill of Complaint of W. Bruce Tyler and Lucy G. L. Tyler, his wife against you in said Court exhibited.

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

Witness, the Honorable John P. Briscoe, Chief Judge of the 7th Judicial Circuit, the 22nd day of October, 1914.

Issued 22nd day of October 1914.

1211 N. E.

(Court)
(Seal)

Enoch B. Abell,
Clerk.

Summoned Alice B. Tyler & copy left with Supt. of Asylums.

Lemard G. Quinlin
Shff.

Summon Alice B. Tyler this 24 day of Oct. 1914 Rec'd. & forthwith delivered to the Shff. of Baltimore County.

William R. Cole
Clerk.

Filed Oct. 30, 1914.

Petition and Order appointing Guardian Ad Litem to Alice B. Tyler, non-sane, or non compos mentis, Defendant

To the Honorable, the Judges of said Court:-

The petition of W. Bruce Tyler and Lucy A. D. Tyler, his wife, Plaintiffs in the above entitled case, respectfully represents:-

That Alice B. Tyler, the non-sane defendant in the above entitled case, has been duly returned summoned, but, being non-sane, or non compos mentis, she cannot answer and defend this suit for herself.

Your petitioners therefore pray your Honors to appoint a guardian ad litem to appear and answer for said non-sane, or non compos mentis, defendant.

And as in duty bound, etc.,

Wilmer & Ching
Solicitors for Petitioners

Ordered, this second day of January, in the year nineteen hundred and fifteen, by the Circuit Court for Pt. Marys County, sitting in Equity, upon the aforegoing petition, that Harry E. Graves be, and he is hereby appointed guardian ad litem to appear and answer for Alice B. Tyler, the non-sane, or non compos mentis, defendant in the above case.

B. Harris Camalier
Judge.

Filed January 4 1915.

Answer of Clinton D. Tyler and wife

To the Honorable, the Judge of said Court:—

The answer of Clinton D. Tyler and Laura Tyler, his wife, two of the defendants in this cause, to the bill of complaint of W. Bruce Tyler and Lucy A. F. Tyler, his wife, against him and others in this Court exhibited.

These defendants, answering, say:

(1) That they admit as believe to be true the allegations of the first, second, third, fifth and sixth paragraphs of said bill of complaint.

(2) That as to the allegations of the fourth paragraph of said bill of complaint, they believe them to be true, except that these respondents have no personal knowledge of the extent to which said W. Bruce Tyler has complied with the terms and conditions under which he was to reside upon the farm and premises.

(3) Answering the seventh paragraph of said bill of complaint, these respondents deny that said property is not susceptible of partition without loss or injury to the parties entitled, were it not for the liens of the various parties claiming under the mortgages and judgments set out in said bill. On the contrary, these respondents are advised and believe that said real estate could be divided without loss or injury to those entitled, and in view of the present general depressed condition of all markets including the market for real estate, it would be much more beneficial to those entitled to said property, after the liens aforesaid are satisfied, to have said real estate or so much thereof as is possible divided or partitioned among those so entitled, rather than be forced to accept a reduced price for said real estate, as will be almost inevitable under existing conditions of the markets and business, with a proportionate reduced return to them in lieu of their interest in said property. And these respondents respectfully submit that some such procedure in this cause as would allow only a sale of so much of said real estate as would compensate said mortgage and judgment liens with the costs herein, and a partition of the balance of said real estate among those entitled, would result in a greater benefit to the latter than a sale at this time of the entire real estate.

(4) Answering the eighth paragraph of said bill of complaint, these respondents admit that Alice B. Tyler is non compos mentis and is or was confined in an institution at Owings Mills, Baltimore County, Maryland, and that H. Bruce Tyler at one time had charge of her affairs, but they have no knowledge and neither admit or deny the remaining allegations of said paragraph.

And as in duty bound etc.

Lester L. Stevens
Solicitor for Clinton P. Tyler and Laura Tyler his wife.

Filed Feb. 12, 1914.

Answer of Guardian ad Litem of Alice B. Tyler, non-sane, or non compos mentis, Defendant

To the Honorable, the Judges of said Court:-

The separate answer of Alice E. Tyler, the non-sane, or non compos mentis, defendant in the above entitled case, by Harry E. Graves, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of H. Bruce Tyler and L. A. R. Tyler, his wife, against her, and others, in this Court exhibited.

This defendant, being non-sane, or non compos mentis, cannot admit any of the matters and things in said bill alleged, and submit her rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Harry E. Graves
Guardian ad litem of
said Alice B. Tyler.

Filed January 4th, 1915.

Separate Answer of Lucy A. R. Tyler, one of the defendants.

To the Honorable, the Judges of said Court:-

The separate answer of Lucy A. R. Tyler, as one of the defendants in this case, to the bill of complaint of H. Bruce Tyler and wife against her and others in this Court exhibited.

This defendant, while admitting the matters and facts set forth in said bill of complaint, and consenting to the passage of such decree as may be right and proper in the premises, says nevertheless, that since the

filing of said bill of complaint and the service of process upon her the amount of the mortgage indebtedness mentioned in the sixth paragraph of said bill of complaint has been fully satisfied and paid to her, although no release of said mortgage appears to have been entered to record among the Land Records of said St. Marys County up to this time.

And as in duty bound, etc.,

Lucy A. A. Tyler
Defendant.

Filed January 14, 1915.

Separate Answer of the Eastern Shore Trust Company

To the Honorable, the Judges of said Court:

The separate answer of The Eastern Shore Trust Company, a corporation, one of the defendants in the above entitled case, to the bill of complaint of W. Bruce Tyler and Lucy A. A. Tyler, his wife, against it and others in this Court exhibited.

This defendant admits the matters and facts set forth in said bill of complaint, and consents to the passage of such decree as may be right and proper in the premises.

And as in duty bound, etc.

The Eastern Shore Trust Company,
By Stephen M. Jones,
Cashier.

Filed January 4th 1915.

Answer of the Vestry of St. Paul's Parish of Calvert Co.

The answer of the Vestry of St. Paul's Parish of Calvert Co. to the Bill of Complaint of W. Bruce Tyler & Lucy A. A. Tyler, his wife, against the said Vestry and others in this Court depending.

The defendant, answering says:

1. This defendant has no knowledge of the matters and things stated in the first, second, fourth, fifth, sixth and eighth paragraphs of the complainants bill and therefore submits the same to the Court upon said property as may be necessary.

2. This defendant admits the matters & things stated in the third paragraph of the Complainants bill and files herewith as part of this answer the original note for $1200 dated the 25th day of August, 1892 mentioned & described in the said mortgage which now shows a balance of $1425.00 due, with interest from the 25th day of March in

the year 1914, marked defendant's Exhibit No. 7.

3. Answering the fourth paragraph of the said bill, this defendants, believes and so charges that the real estate mentioned and described in the said bill of complaint and and owned by its mortgage should be sold sold, and the proceeds applied, first to the payments of its mortgage and second to the payments of the other liens against the said property as set forth in the said bill of complaint and the balance divided among the others according to the several interests.

And as in duty et.

Jno. D. Gray
Atty for the Estate
of St. Paul's Parish

Filed Sept. 21, 1914.

Answer of Alice A. Tyler, widow

The answer of Alice A. Tyler widow of Allen C. Tyler deceased to the bill of complaint in this case filed against her and others.

This defendant answering says that she cannot conform to a sale of her dower interest in the land mentioned in these proceedings but desires said land to be sold subject to her dower therein.

Combs & Laber
Hamil C. Hammett
Attys for Alice A. Tyler,
widow, defendant.

Filed Oct. 10", 1914.

Exceptions to separate answer of Alice A. Tyler, named in the Bill as Alice Tyler.

To the Honorable, the Judges of said Court:—

The Plaintiffs in this cause, by Widmer & Ching, their Solicitors, except to the separate answer, filed herein on October 10, 1914, of Alice A. Tyler, named in the bill of complaint Alice Tyler, as her name appears in the mortgage hereinafter referred to as being defective, and insufficient to meet the allegations in said Bill of complaint, for the following reasons, that is to say:—

1. Because said answer is not full and perfect to all the material allegations of the bill.

2. Because the said Alice Tyler, having executed, with her deceased husband, Allen C. Tyler, the mortgage referred to in paragraph 3 of the bill of complaint certified copy whereof is filed therewith as "Exhibit A", incurring the indebtedness of both the said Allen C. Tyler and Alice Tyler is declared, and having signed, with her said husband, the mortgage note, under seal, mentioned in said mortgage, and filed with the separate answer of the Vestry of St. Paul's Patish of Calgary, the present assignee of said mortgage, whereby it appears that the obligation to pay the mortgage indebtedness was a joint and several obligation on the part of the said Allen C. Tyler and Alice Tyler. Her consent to the sale of her dower interest in the lands mentioned in the proceedings in this case is not required, and it is not competent for her to ask that the land be sold subject to her dower therein, nor, it is respectfully submitted, for the Court so to decree.

And as in duty bound, etc.,

Wilmer & Ching
Solicitors for Plaintiffs.

Filed January 4th, 1915.

General Replication to Separate Answer of Clinton P. Tyler and Laura Tyler, his Wife.

To the Honorable, the Judges of said Court:-

The plaintiffs in this case join issue on the matters alleged in the separate answer of Clinton P. Tyler and Laura Tyler, his wife, two of the defendants in this case, as far as the same may be taken to deny or avoid the allegations of the bill.

And as in duty bound, etc.,

Wilmer & Ching,
Solicitors of Plaintiffs.

Filed January 4, 1915.

Order of Court in Favor of the Exceptions to the Separate Answer of Alice A. Tyler.

The matter of the exceptions to the separate answer of Alice A. Tyler, mentioned in the bill of complaint in the above entitled case and for the mortgage of Allen C. Tyler and Alice Tyler, his wife, referred to in said bill of complaint as Alice Tyler, one of the defendants in said case, coming on for hearing, and being submitted upon the argument of the Solicitors for the plaintiffs and said defend-

and respectively, the matter has been fully considered by the Court.

It is, thereupon, this ninth day of March, in the year nineteen hundred and fifteen, by the Circuit Court for Pt. Marie County, sitting in Equity, Adjudged, Ordered and Decreed that the separate answer of the said Alice A. Tyler is defective and insufficient upon both of the grounds set forth in said exceptions; but leave is hereby given to the said defendant to file a new answer at any time within twenty days from the date of this order.

And it is further ordered that the costs of the said exceptions and of this order be awarded to the plaintiffs, with a Solicitors fee of ten dollars to the Solicitors of the plaintiffs to be paid by the said defendant.

B. Harris Lamdin,
Judge.

Filed March 10, 1915.

Answer of Alice A. Tyler.

The answer of Alice A. Tyler to the Bill of Complaint in the above entitled case.

The defendant more fully answering the matter and things set forth in the Bill of Complaint as required by your Honors order passed in this case on the ninth day of March, 1915, says:

1. That she admits the matters and things stated in the first and second paragraphs of said Bill except the allegation that the defendant Alice B. Tyler is now in the institution in Baltimore County known as the Asylum and Training School for the Feeble Minded, but avers that the said Alice B. Tyler is now under the care and custody of this defendant at her home in Pt. Marie County.

2. That she admits the matters and things stated in the third paragraph of said Bill except the allegation therein that the interest on the mortgage mentioned in these proceedings has been paid by the defendant W. Bruce Tyler since the assignment of said mortgage to the defendant, the Pt. Paul Parish of Calvert County, up to March 25th 1914, but on the contrary this defendant avers that she, this defendant, paid the interest on said mortgage as well as the taxes upon the land mentioned therein from the death of her husband, Allen C. Tyler, up to four or five

years ago.

2. This defendant admits the matters and things to be true as stated in the fourth, fifth, sixth, seventh and eighth paragraphs of the Bill of Complaint, except the allegation in the fourth paragraph that the defendant W. Bruce Tyler ~~said~~ has paid the interest on said mortgage, the taxes and insurance upon the property since the death of Allen C. Tyler, and except also the allegations in the eighth paragraph that the defendant Alice B. Tyler is now confined in the institution known as the Asylum and Training Refuge for Feeble Minded in Baltimore County, which allegations have already been denied and hereinbefore answered by this defendant.

This defendant submits to a decree for the sale of the property as prayed in the Bill and asks that a reasonable allowance be made to her out of the proceeds of sale in lieu of her dower interest therein.

And as in duty bound, etc.

Combs & Baker
Attorneys for Alice A. Tyler,
widow.

Filed April 10, 1915.

General Replication to Separate Answer of Alice Tyler,
Filed under the Name Alice A. Tyler.

To the Honorable, the Judges of said Court:—

The Plaintiffs in this case join issue on the matters alleged in the separate answer of Alice Tyler, one of the defendants in this case, filed therein on April 10, 1915, in the name of Alice A. Tyler, so far as the same may be taken to deny or avoid the allegations of the bill.

And as in duty bound, etc.,

Wilmer & Ching
Solicitors for Plaintiffs.

Filed May 11, 1915.

Petition and Order for the Taking of Testimony.

To the Honorable, the Judges of said Court:—

The petition of W. Bruce Tyler and Lucy A. A. Tyler, his wife, respectfully represents that they desire to take testimony in this case, and pray that leave be granted them to do so before the standing examiners of this Court.

And as in duty, etc.,

Wilmer & Ching,
Solicitors for Plaintiffs.

1211 N. 6.

Ordered, this eleventh day of May, in the year nineteen hundred and fifteen, That the Circuit Court for St. Mary's County, sitting in Equity, that cause be, and the same is hereby, granted to the parties to the cause to take testimony, as is prayed in the aforegoing petition, before the standing examiners of this Court.

B. Harris Carnalier,
Judge.

Filed May 11th, 1915.

List of Interrogatories and Examiner's return of Testimony

Written Interrogatories, filed with the Examiner, to be Propounded to the Witnesses on the Part of the Plaintiffs.

1. State your name, age, residence and occupation.
2. Are you acquainted with the parties to this suit, or any, and which of them.
3. Did you know the late Allen C. Tyler in his lifetime? Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament? Was he married, and if yes, to whom; and is his widow living or dead, and if living, where? What children and descendants did he leave, and what are their several ages and residences?
4. Do you know the property in these proceedings mentioned; if yes, describe its quantity, quality and value.
5. Is or is not the said property susceptible of division among the parties interested therein without material loss and injury to them, the plaintiff, W. Bruce Tyler being entitled to a two-thirds undivided interest therein, and the defendants, Clinton L. Tyler and Alice B. Tyler each being entitled to a one-sixth undivided interest therein, subject to whatever interest the defendant Alice Tyler may have as surviving widow of the said Allen C. Tyler after satisfaction of the lien of the mortgage given by the said Allen C. Tyler in his lifetime, and the said Alice Tyler, his wife?
6. Would it or not be to the benefit and advantage of all the parties to sell the said property, and after satisfying said mortgage, divide the proceeds among them according to their several interests therein? State your reasons for such opinion as you may give.

To the Hon. the Judges of the Circuit Court for St. Mary's County, Sitting in Equity.

Leave of Court having been obtained, in the above cause and notice having been given me by the Solicitors of the plaintiffs of a desire to take testimony in the same, I, Joseph F. Neal, one of the Standing Examiners of the Circuit Court for St. Mary's County, In Equity, duly appointed and qualified, met on the 26th day of May, in the year 1915, at the Offices of Messrs. Wilder and Ching in Leonardtown, Md., at 10 o'clock A. M. having before that given due notice to the Attys for the defendants who have filed answers in this case, and, in the presence of the Solicitors for the Plaintiffs, none of the Attorneys for the Defendants notified as aforesaid then and there appearing, and proceeded to take depositions of witnesses as follows: I upon written interrogatories filed with and by Solicitors for plaintiffs to be propounded to said witnesses, that is to say; John G. H. Lilburn, a witness of lawful age, being produce on the part of the plaintiffs, and duly sworn, testified as follows:-

Und. to 1st Written Interrogatory: John G. H. Lilburn 28 yrs. of age, St. ~~Mary's~~ Inigoes, Md., and Farmer.

Ans. to 2d. written Int:- I am acquainted with all of the parties.

Ans. to 3d written Int: I did know the late Allen C. Tyler in his lifetime. He is dead. He died at his residence "Cross Manor" about fifteen years ago, in St. Mary's County I never heard that he left any last will and testament; He was married to Miss Alice Yates. She is living now at Sollers Calvert County, Md., She went over there from her residence in St. Mary's Co., Md. about two weeks ago. He left the following children at his death:- Clinton Sterling Tyler, Alice B. Tyler, Adele Tyler, who married William H. Sollers of Calvert County, Md.; Mable Tyler, who married a man by the name of Stern of Baltimore City, Md.; Violet Isabelle Tyler who is now dead, she died about three weeks ago and D. Bruce Tyler whose wife is Lucy Tyler. They are all over twenty one years of age; Clinton S. Tyler lives in Baltimore City, Alice B. Tyler, is the Institution for feeble minded at Owings Mills in Baltimore County, Md., Adele Sollers lives in Calvert County, Md. Mable Stern lives in Baltimore City and D. Bruce Tyler lives in St. Mary's County, Md.

Ans. to 4th Written Interrogatory:- I know the property mentioned in these proceedings:- There are about three hundred acres of which there is about one hundred and thirty acres of arable land, the balance being in wood land. It is what I

consider a nice farm, the soil being of fine quality for farming purposes. I would say that it has a fine situation, which is convenient to Retreat, Churches, Post Office, Steamboat landing and Mill and lies on St. Inigoes Creek, there is just one field of Mrs. Graeme Farm, between said farm & mine. I should say that that farm now is worth six thousand dollars, the buildings are in very bad repair.

Ans. to 5th Written Interrogatory:- I am satisfied the property cannot be divided without injury to some one heir or all of them.

Ans. to 6th Written Interrogatory:- It would in my opinion be to the best advantage of the parties to sell the property & divide the proceeds. In my opinion it is the only thing that can be done, the reason for my opinion is, that I am thoroughly acquainted with the property & have been all my life. The lay of the land and its water front, the quantity of arable land, the quanty of woodland would in my opinion, absolutely prevent a fair subdivision among those entitled according to their several interests. I have no interest in any of the property and am not related to any of the parties.

In answer to the general interrogatory propounded by the Examiner, he answered. I do not.

Test:-
Jas. F. Neal.

John G. N. Lilburn

There being no other witnesses produced before me this day, the taking of further testimony was postponed to Tuesday, June 1st, 1915, at 11 o'clk. A. M. at the Offices of Messrs. Wilmer and Ching, Leonardtown. At which time and place witnesses were produced before me on the part of the plaintiffs & Examined; that is to say: Charles L. Graeme, a witness of lawful age being duly sworn, testified as follows: In answer to written interrogatories heretofore filed with the Examiner.

Ans. to 1st Written Interrogatory:- Charles L. Graeme; age 58 yrs; reside in St. Inigoes District of St. Marys County, Md. adjoining the Tyler property the subject matter of this suit; a member of the Bar of St. Marys County & also a Farmer.

Ans. to 2d Written Interrogatory: I am acquainted with all of the parties to this suit.

Ans. to 3d Written Interrogatory:- I knew the late Allen C. Tyler in his lifetime, he is dead,

he died at his home "Crop Manor" in St. Marys County, about nineteen hundred. I never heard of any last will and testament, he was married to Miss Alice Yates. She is still living and is now living with her daughter Mrs. Fallers, in Calvert County Md. she went there from her home in St. Marys County, Md., about three weeks ago. He left 2 sons, Clinton Sterling Tyler and W. Bruce Tyler and four daughters Adele Fallers, the wife of Wm. A. Fallers, of Calvert County Mabel, the wife of Mr. Stern of Baltimore City, Alice B. Tyler, now and an Inmate for the Home for Feeble minded at Owings Mills, Baltimore County, and Violet Isabelle Tyler, who died about a month ago, they are all over twenty one years of age, and that Clinton Sterling Tyler lives in Baltimore City and W. Bruce Tyler is now living at the Home place in St. Marys County, and has been for the past twenty one years, to my knowledge.

Ans. to 4th Written Interrogatory:— I do very well, it adjoins the property upon which I live, on St. Inigoes Creek; There is about about two hundred and fifty or sixty acres, about forty acres, having been sold off several years ago, it is a very productive farm & nicely situated, and about 150 acres of the land arable land the balance in woodland. I should suppose that place would be worth seven thousand dollars.

Ans. to 5th Written Interrogatory:— I should say most decidedly no.

Ans. to 6th Written Interrogatory:— I should certainly yes it would be advisable to sell the property for the best interest of all the parties and divided the proceeds. Whatever the value the place has is as a farm, and in my opinion if the place were divided it would detract very much from its value as a whole. It seems to me, that if the property was divided there never could be realized from sale any thing like as much as it would command if sold as a whole, from the way the farm lies it seems to me it would be impossible to divide it in such a manner that all parties in interest could be satisfied. I do not believe most emphatically that the property could be divided in three subdivisions one containing two thirds and the others in one-sixth each.

Answer to the General Interrogatory propounded by the Examiner. I know of nothing else.

Chas. Sterett Graem

Test:
Jos. F. Neal.

The plaintiffs next produced before me W. Bruce Tyler, a witness of lawful age, who testifies as follows, after being duly sworn.
1st. Inter: State your name, age, residence & occupation?
Ans. W. Bruce Tyler, 37 yrs., 1st Election Dist. of St. Marys County and Farmer.
2. Inter. Are you the W. Bruce Tyler, named as one of the plaintiffs in this case?
Ans. I am.
3d. Inter. Who was your Father and who was your Mother?
Ans. Allen C. Tyler, was my Father and my Mother before her marriage to my father was Miss Alice Yates.
4th. Int. Is your father living or dead, and if dead when did he died and where?
Ans. My father is dead, he died fifteen years ago at his home Crop Manor, in the 1st Election District of St. Marys County, Md.
5th Inter. Did he leave any last will and testament?
Ans. He did not.
6th Inter. Is your Mother living, if so where does she now reside?
Ans. Yes, she now resides with her married daughter, Mrs. Sellers, in Calvert Co.
7th. Inter. How long has she been there, and where did she reside before she went there?
Ans. She has been there about four weeks, she, before that resided at her home "Crop Manor," St. Marys County.
8th Inter. To that other children besides yourself did your father leave at his death and where do they now reside?
Ans. Clinton Sterling Tyler, is living in Baltimore City, Adele Sellers living in Calvert County Mabel Stern residing in Baltimore City, Md. Alice Blanche Tyler now at the Institution for feeble minded at Owings Mills in Baltimore County, & Violet Isabelle Tyler, who is now dead.
9th Int. State the name of the wife of Clinton S. Tyler & the name of your wife?
Ans. Laura Tyler is the name of my Brother's wife and Lucy A. P. Tyler is the name of my wife.
10th Inter. Are all the persons named as parties to this suit over twenty one years of age or not?
Ans. They are all over the age of twenty one years.
11th Inter. State whether or not your sister Alice B. Tyler is non-compos mentis and if yes how long

she has been so?
Ans. She is and has been so from her infancy.
12" Inter. How long has she been at the Asylum a- Owings Mills?
Ans. Seven years.
13" Int. Is she under the exclusive control of the Authorities at the Institution in Baltimore County?
Ans. She is.
14" Inter. Has she at any time during the seven years she has been there, been with her mother or under her mother's care in St. Mary's County?
Ans. She has not, and she has never left the Institution.
15" Inter. What real estate if any, did your father die seized and possessed of?
Ans. He left the farm known as "Crops Manor" which is the subject matter of this suit & some other real estate, some of which has been sold to pay his debts.
16" Inter. Have all the debts your father owed been settled in the administration of the estate?
Ans. Yes, except the Mortgage given by him and my mother to J. Walter Carpenter & now held by the Vestry of St. Paul's Parish in Calvert County.
17" Int. Look at the paper now shown you and state whether or not the signature thereto, are the signatures respectively of your father Allen C. Tyler and your mother Alice Tyler, if you know their signatures?
(There was produced to the witness the note, filed with the answer of the Vestry of St. Paul's Parish in Calvert County).
Ans. I know their signatures and these are their signatures.
(There is filed with the Examiner the note & marked Examiner's Exhibit No. 1, & also certified copy of the Mortgage from Allen C. Tyler and Alice Tyler, filed with the Bill of Complaint & marked Examiner's Exhibit No. 2).
18" Inter. What interest have you now in the land known as "Crops Manor" of which your father died seized and possessed as you have testified, and how did you acquire such interest?
Ans. I have a two-thirds interest:- My original interest of one-fifth and the three-fifths interest made up of the three one-fifths of my sisters,

Adele Sellers, Violet Isabelle Tyler & Mabel Tyler, which they conveyed to me by three deeds recorded among the land records of St. Mary's County. My sister Mabel having conveyed her interest before her marriage.
(There were filed with the Examiner, certified copies of the three deeds mentioned and filed with the Bill of Complaint & now marked Examiner's Exhibit No. 2, Examiner's Exhibit No. 4., and Examiners Exhibit No. 5. respectively).
19" Inter. How long have you resided upon the farm known as "Crop Manor"?
Ans. All my life.
20" Inter. Since your father's death, who has farmed & managed that farm?
Ans. I have.
21" Inter. What arrangement or agreement did you have in the farming and managing of the farm?
Ans. It was understood after my father's death that I should have charge of the farm and run it and manage it. All business relating to the farm was transacted by me and in my name. I paid the interest on the Mortgage, all taxes and insurance and took the receipts in my name. Up to seven years ago, my mother and three sisters Mabel, Alice B. and Violet Isabell lived there and were supported by the farm. Seven years my sister Alice B. Tyler was removed to the Institution in Baltimore County and my Mother and the other two sisters moved to Baltimore City, whereas, shortly after that my sister Mabel was married; the arrangments then made was that I should remain on the farm & manage it as before, I then buying all my Mother's personal property which I have paid for. The last interest paid on the Mortgage was last March, a year ago, & never made anything myself out of the farm; I owe more money now than I did when I took it. The Eastern Shore Trust Company has three Judgments against me. (There are filed with the Examiners Certified Copies of the three Judgments referred to filed with the Bill of Complaint & now marked respectively; Examiner's Exhibit No. 6. Examiner's Exhibit No. 7 & Examiner's Exhibit No. 8.)
Int. 22d. Up to what year have you paid taxes on this place?
Ans. Up now to the year 1913 (There is filed with the Examiner Tax bill for 1913, marked

Examiner's Exhibit No. 9.)
In answer to the general Interrogatory propounded by the Examiner, he answered,
I know of nothing else.
Test:- W. Bruce Tyler
Jos. F. Neal

There being no further witnesses produced before me by the plaintiffs, and the plaintiffs, and the plaintiffs announcing that they had closed their case, and no witnesses being produced upon the part of the defendants, the taking of testimony was here closed, and I herewith return to the Court the testimony taken as above under my hand and seal this 4th day of June, in the year, 1915.

Jos. F. Neal,
Examiner

Expenses of above Testimony

Jos. F. Neal, Examiner	$12.00
John G. H. Lilburn	.75
Charles L. Grason	.75
	$13.50

Filed June 5, 1915.

Decree

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

It is thereupon, this 18th day of June, in the year nineteen hundred and fifteen, by the Circuit Court for St. Marys County, sitting in Equity, Adjudged, Ordered And Decreed that the property mentioned in the proceedings be sold, and that Joseph H. Ching be, and he is hereby, appointed Trustee to make the sale, and that the manner 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 by the Clerk thereof, in the penalty of fourteen thousand dollars ($14000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement by advertisement, inserted in such weekly newspaper printed and published in St. Marys County as he shall think proper, of the

time, place, manner and terms of sale, which terms shall be one-third cash, one-third in one year and one-third in two years, or all cash, at the option of the purchaser or purchasers, the credit portions to bear interest from the date of sale and to be secured to the satisfaction of the said Trustee, and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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 any of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the 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.

B. Harris Carnalier,
Judge.

Filed June 18th. 1915.

Trustee's Bond

Know all Men by these Presents,
That we, Joseph N. Chiog, and The United States Fidelity and Guaranty Company, a body corporate, of the State of Maryland and the former of St. Mary's County, and State of Maryland; are held and firmly bound unto the State of Maryland in the full and just sum of Fourteen 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 9th. day of July, in the year of our Lord one thousand nine hundred and Fifteen.

Whereas, the above bounden Joseph N. Ching, by virtue of a decree of the Circuit Court for Saint Marys County in equity, has been appointed trustee to sell the real estate of Allen C. Tyler, late of St. Marys County, deceased, mentioned in the proceedings in the case of W. Bruce Tyler and Lucy A. L. Tyler, his wife, vs. Alice Tyler, Clinton L. Tyler and others, # 1211 N. E. now pending in said Court. Now the Condition of the above Obligation is such, That if the above bounded Joseph N. Ching, 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 Stephen M. Jones.

Joseph N. Ching (Seal)
United States Fidelity & (Corp.)
Guaranty Co. (Seal)
Stephen M. Jones (Seal)
Geo. N. Jay (Seal)
Its true and Lawful attorneys in and for St. Marys Co. Md.

Bond approved.

Enoch B. Abell, Clerk.

Filed July 9, 1915.

Trustee's Report of Sale, with Certificate of Publication of Notice and Advertisement of Sale.

To the Honorable, the Judges of said Court:-

The report of Joseph N. Ching, the Trustee appointed by a decree of this Court, which was passed on the eighteenth day of June, in the year nineteen hundred and fifteen, to make sale of the property mentioned in the proceedings in the above entitled case, respectfully shows:-

That after giving bond, with security, as prescribed by said decree, for the faithful discharge of the trust thereby reposed in him, and after having notice given of the time, place, manner and terms of sale, by advertisement inserted in the St. Marys Enterprise, a weekly newspaper printed and published in St. Marys County, once in each four successive weeks before the day of sale, as appears from a certificate of the publication of said notice and

advertisement hereto attached, and after having complied with all other prerequisites as required by law and by said decree, he did, pursuant to said notice, attend at the door of the Court House, in Leonardtown, on Tuesday, July 13, 1915, at the hour of one o'clock, in the afternoon, and there and then proceeded to sell said property in manner following:—

Your Trustee offered for sale, by public auction, the property mentioned in said proceedings and described in said advertisement, being all that tract or parcel of land, situate, lying and being in the First Election District of St. Mary's County and State of Maryland, of which the late Allen T. Tyler died seized and possessed, commonly called and known as "Crasel Manor", and containing two hundred and sixty acres of land, more or less, and sold the same to Lucy A. R. Tyler at and for the sum of Eighty seven hundred $87,00 Dollars, she being, at that sum highest bidder therefor, and said purchaser has not complied with the terms of sale, but he has every reason to believe that she will and before the ratification of this sale.

All of which is respectfully submitted.

Joseph N. Ching,
Trustee

State of Maryland, St. Mary's County, to wit:—

I hereby certify that on this thirteenth day of July, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Joseph N. Ching, the Trustee named in the aforegoing report of sale, and made oath, in due form of law, that the several matters and things in said report stated, are true and bona fide as therein set forth; and that the sale therein reported was fairly made.

Harry E. Graves
Justice of the Peace.

This is to certify that the notice and advertisement of sale of which the annexed is a copy and re-print was inserted and published in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, once in each of four successive weeks before the thirteenth day of July, 1915; the first insertion appear-

ing in the issue of Saturday, June 19, 1915; and the last insertion appearing in the issue of Saturday, July 10, 1915.

As witness my hand this thirteenth day of July, in the year nineteen hundred and fifteen.

Enoch L. Abell,
Publisher
per:
H. E. Graves.

(Wilmer & Ching, Solicitors.)

Trustee's Sale of Valuable Real Estate in St. Mary's County, Maryland.

By virtue of a decree of the Circuit Court for St. Mary's County, sitting in Equity, passed on June 18, 1915, in a cause in said Court depending wherein W. Bruce Tyler and Lucy A. L. Tyler, his wife, are Plaintiffs, and Alice Tyler and others, are Defendants (No. 1211 New Equity), the undersigned, the Trustee appointed by said decree, will sell, by public auction, at the door of the Court House, in Leonardtown, in said County, on Tuesday, July 13, 1915, at the hour of one o'clock in the afternoon, all that tract or parcel of land, situate, lying and being in the First Election District of St. Mary's County and State of Maryland, of which the late Allen C. Tyler died seized and possessed, commonly called and known as "Crack Manor," and containing two hundred and sixty acres of land, more or less.

This is one of the best farms in St. Mary's County, about one hundred and forty acres thereof being arable land with soil of fine quality for farming purposes, the remainder being wood land, but it is improved by a dwelling house and necessary outbuildings. It is most eligibly located on St. Inigoe's Creek, a tributary of the beautiful St. Mary's River, and it is convenient to School, Churches, Post Office, Steamboat Landing and Mill.

Terms of Sale, as prescribed by the decree:—"One-third cash, one-third in one year and one-third in two years, or all cash, at the option of the purchaser or purchasers, the credit portions, if any, to bear interest from day of sale and to be secured to the satisfaction of the said Trustee."

A deposit of $ 500.00 will be required of the purchaser or purchasers on the day, and at the time of sale.

Joseph N. Ching,
Trustee

Filed July 13" 1915.

Certificate of Auctioneer

This is to Certify that at the instance of Joseph N. Ching, Trustee for the sale of the land mentioned in the proceedings in the above entitled case, I attended at the door of the Court House, in Leonardtown, on Tuesday, July 13, 1915. at the hour of one o'clock, in the afternoon, and then and there offered for sale, by public auction, the property in said proceedings mentioned, being all that tract or parcel of land, situate, lying and being in the First Election District of St. Mary's County and State of Maryland, of which the late Allen E. Tyler died seised and possessed, commonly called and known as "Cross Manor", and containing two hundred and sixty acres of land, more or less, and sold the same to Luby A. L. Tyler at and for the sum of Eighty-seven Hundred 00/100 Dollars, she being at that sum highest bidder therefor.

L. K. Springer
Auctioneer.

Filed July 13" 1915.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, in Equity, this thirteenth day of July, in the year nineteen hundred and fifteen, that the sale of the property mentioned in the proceedings in the above entitled case, made and reported by Joseph N. Ching, Trustee, be ratified and confirmed, unless cause to the contrary be shown on or before the second Monday in August next; provided a copy of this order be inserted and published in some newspaper, printed and published in St. Mary's County, once in each of four successive weeks before the said second Monday in August next.

The report states the amount of the sale to be $8700 00/100.

Enoch B. Abell
Clerk of the Circuit
Court for St. Mary's
County.

Filed and copy sent for publication as directed July 13, 1915.

Order of Court Finally Ratifying and Confirming Sale, with Certificate of Publication of Copy of Order Nisi Thereon.

Ordered by the Circuit Court for St. Marys County, sitting in Equity, this tenth day of August, in the year nineteen hundred and fifteen, that the sale of the property mentioned in the proceedings in the above entitled case, made and reported by Joseph N. Ching, Trustee, be finally ratified and confirmed; no cause to the contrary thereof having been shown, although notice, as required by law, has been given, as appears from the certificate of the publication of the copy of the Order Nisi hereto attached and to be filed with this order. And the case is referred to the Auditor to state an account distributing the funds.

B. Harris Camalier,
Judge.

This is to certify that the copy of the Order Nisi of which the annexed is a re-print was inserted and published in the St. Marys Enterprise, a newspaper printed and published in St. Marys County, once in each of four successive weeks before the second Monday in August, in the year nineteen hundred and fifteen; the first insertion appearing in the issue of Saturday, July 17, 1915; and the last insertion appearing in the issue of Saturday, August 7, 1915.

As witness my hand this ninth day of August, in the year nineteen hundred and fifteen.

Enoch B. Abell,
Publisher
per N. E. Grant.

For "Order Nisi" see "Order Nisi on file" recorded on page 330 of this book, immediately prior to the recording of the "Order of Court.

Filed August 10" 1915.

Statement and Account of Auditor

In account with the proceeds of sale of the property sold under the decree in the above entitled case.

To proceeds of said sale, $8700.00
By costs and expenses, as follows:—

Wilmer & Ching, Solicitors for Plaintiffs,		$30.00
Joseph N. Ching, Trustee, Trial Commissions,		22.00
Combs & Lakin and H. C. Hammett, Solicitors for Alice Tyler, ½ Defendants' App. Fee,		3.34
L. L. Stevens, Solicitor for Clinton D. Tyler and wife, ½ Defendants' App. Fee,		3.32
John B. Gray, Solicitor for the Vestry of St. Paul's Parish, Calvert County, ½ Defendants' App. Fee,		3.32
Joseph N. Ching, Trustee, premium on Trustee's Bond,		42.00
Enoch B. Abell, Clerk Ch. Ct. his fee,		53.20
St. Mary's Enterprise, advertising sale and two Orders Nisi,		36.50
Thos. F. McNulty, Sheriff of Baltimore City,		.80
L. G. Quinlen, Sheriff of Baltimore County,		.40
L. B. Johnson, Sheriff of Calvert County,		.40
J. B. Lowe, Sheriff of St. Mary's County,		1.20
Lewis R. Springer, Collectioneer,		5.00
Joseph F. Neal, Examiner,		12.00
J. H. N. Lilburn, Witness,		.75
Charles A. Grason, Witness,		.75
L. L. Stevens, his account,		3.00
Lewis R. Springer, Late County Treasurer, taxes for 1913, with interest to July 13, 1912,		69.50
L. P. Greenwell, County Treasurer,		70.15
Robert C. Combs, Auditor,		18.00
Balance remaining after deducting costs and expenses,		$875.65
		$7824.35

To balance remaining, ut supra, $7824.35

From which is to be first deducted and paid the mortgage debt of the Vestry of St. Paul's Parish, Calvert County, with interest thereon from March 25, 1914, to July 13, 1912, $1573.58

Balance remaining after deducting said mortgage debt, $6250.77

To balance remaining, ut supra, 6250.77

From which is to be deducted one-tenth thereof allowed Alice Tyler, surviving widow of Allen C. Tyler, in commutation of her dower in said surplus, 625.08

Balance remaining after deducting said allowance, $5625.69

To balance remaining, ut supra. $5625.69

Apportioned as follows:-

D. Bruce Tyler, 2/3 thereof.	$3750.46	
Clinton L. Tyler, 1/6 thereof.	937.62	
Alice B. Tyler, 1/6 thereof,	937.61	5625.69
	000000	000000

Amount allowed Alice Tyler, surviving widow, ut supra, $625.08

From which are to be first deducted and paid costs and expenses upon the exceptions to her first answer, as ordered by the Court, as follows:-

Enoch B. Abell, Clerk, his fees in this matter,	$ 1.70	
Wilmer & Ching, Solicitors for Plaintiffs,	10.00	11.70
		$613.38

Amount allowed D. Bruce Tyler, ut supra, $3750.46

From which is to be first deduked and paid to the Eastern Shore Trust Company amount due on judgment, as per its statement filed into the Auditor, 1572.10

$2178.36

To the Honorable, the Judges of said Court:-

The Auditor has stated the aforegoing account whereby the proceeds of sale in the hands of the Trustee have been distributed and allowed as appears from said account.

All of which is respectfully submitted.

Robt. C. Combs,
Auditor.

Filed August 12, 1915.

Order Nisi on Statement and Account of Auditor

Ordered by the Circuit Court for St. Mary's County, in Equity, this twelfth day of August, in the year nineteen hundred and fifteen, that the statement and account of the Auditor, as made, reported to the Court and filed in the above entitled case, be ratified and confirmed, unless cause to the contrary be shown on or before the first Monday in September next; provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County, once in each of four successive weeks before the said first Monday in

12117 E.G.

September next.

Enoch B. Abell
Clerk of the Circuit
Court for St. Mary's
County.

Filed and copy sent for publication as directed Aug. 12th 1915.

Order of Court Finally Ratifying and Confirming Statement and Account of Auditor.

This is to certify that the copy of the Order Nisi on which the annexed is a reprint was inserted and published in the St. Mary's Enterprise, a newspaper printed and published in St. Mary's County, once in each of four successive weeks before the first Monday in September, 1915: the first insertion appearing in the issue of Saturday August 14, 1915; and the last insertion appearing in the issue of Saturday September 4, 1915.

As witness my hand this sixth day of September, in the year nineteen hundred and fifteen.

Enoch B. Abell,
Publisher
per H. E. Graves

Ordered by the Circuit Court for St. Mary's County, in Equity, this twelfth day of August, in the year nineteen hundred and fifteen, that the statement and account of the Auditor, as made, reported to the Court and filed in the above entitled case, be ratified and confirmed, unless cause to the contrary be shown on or before the first Monday in September next: provided a copy of this order be inserted and published in some newspaper printed and published in St. Mary's County, once in each of four successive weeks before the said first Monday in September next.

Enoch B. Abell,
Clerk of the Circuit
Court for St. Mary's County.

Ordered by the Circuit Court for St. Mary's County, this seventh day of September, in the year nineteen hundred and fifteen, that the statement and account of the Auditor, as made, reported to the Court and filed in the above entitled case, be finally ratified and confirmed; no cause to the contrary thereof having been shown, although the notice required

by law has been given, as appears from the certificate of the publication of the copy of the Order Nisi hereto attached and to be filed with this order.

B. Harris Camalier,
Judge.

Filed September 7, 1915.

Joshua Warner, Jr., and Co.
vs.
Mary E. Smith, et al.

In the Circuit Court for
St. Mary's County, Maryland,
In Equity. No. 496. N.E.

Petition of John B. Biscoe for substituted trustee

To the Honorable, the Judges of said Court:—
The Petition of John B. Biscoe, by William Aleck Loker and Robert E. Wigginton, his solicitors, respectfully shows:—
First:— That by virtue of a decree of the Circuit Court for St. Mary's Co., Maryland, in Equity, passed in the above entitled case on November 1st. 1879, B. Harris Camalier was appointed trustee to make the sale of the real estate of which the late Logan O. Smith died seized and possessed, a part of which was a tract or parcel of land in the First Election District of St. Mary's County, Maryland, called and known as "Pope's Nag Pen" containing 382 acres, more or less.
Second:— That it appears from the report of the aforesaid trustee filed in the above entitled case on February 3, 1880, that the said tract called and known as "Pope's Nag Pen" was offered for sale publicly but the same was not sold because no adequate bid was received therefor.
Third: That on the 19th day of June, 1894, the said B. Harris Camalier, trustee as aforesaid, by a written agreement, a copy of which is filed herewith as Petitioners Exhibit A., contracted to sell the said tract of land called and known as "Pope's Nag Pen" for the sum of $600.00 to Joe Curtis Biscoe!
Fourth:— That after making certain substantial payments on account of the said contract, the said Joe Curtis Biscoe gave to his brother, John B. Biscoe, your petitioner, all of the right, title and interest that the former had acquired in the said property by virtue of the said contract that the former had acquired in the said property by virtue of the said contract and that thereafter the said John B. Biscoe completed the payments for the said property to the satisfaction of the aforesaid trustee but nevertheless the said trustee failed to execute a deed conveying the title to the said property to either Joe Curtis Biscoe or your petitioner despite the fact the your petitioner repeatedly requested the said trustee to execute a deed for the said property; and likewise the said trustee failed to make a report of the said sale as required by the decree in the above entitled case.
Fifth:— That at the time of the sale of the aforesaid property to Joe Curtis Biscoe by the aforesaid trustee, the former was placed in possession of the property by the

latter and occupied the same openly, visably, notoriously, adversely, exclusively, uninterruptedly and under claim of ownership until he gave all of his rights, title and interest to your petitioner as above set forth, from which time your petitimer has occupied and possessed the same in like manner to the present date having, in the interim made substantial repairs and improvements on the said property.
Sixth:- That on the 29th day of November, 1932, the treasurer for St. Marys County, Maryland, sold the above mentioned property for the purpose of inforcing the collection of certain taxes then due, which said sale has since been set aside by decree of the Circuit Court for St. Marys County, Maryland, dated April 28, 1939, in the case of John B. Biscoe Vs. Warren A. Dunbar, et al., the same being No. 1872- N. E., all of which will more fully appear by reference thereto.
Seventh:- That by deed dated November 17, 1938, Charlotte A. Biscoe, Ruth Curtis Biscoe, Joseph W. Biscoe and Ida C. Biscoe, his wife, they being the widow and heirs at law of Joe Curtis Biscoe who previously died intestate, conveyed all of their right, title and interest in and to the said property to your petitioner, said deed having been heretofore recorded among the Land Records of St. Marys County, Maryland, in Liber J. M. M. No. 16 Folio 294.
Eighth:- That your petitioner is informed and verily believes that the aforesaid price for the above mentioned property was, at the time the purchase was made, the fair and reasonable market value of same.
Ninth:- That on or about the 2nd day of May, 1936, B. Harris Camalier, trustee as aforesaid departed this life without having conveyed the aforesaid property to Joe Curtis Biscoe, your petitimer, or anyone else.
Wherefore your petitimer prays this Honorable Court:-
1. To ratify and confirm the aforesaid sale of the aforementioned land and appoint a substituted trustee to convey the same to your petitimer, John B. Biscoe in fee simple. And such other and further relief as his case may require.
And as in duty bound, etc.,

Wm. Mack Loker
Robert E. Higginton
Solicitors for Petitimer

Filed August 30, 1939.

Petition to withdraw testimony & order thereon

The petition of John B. Bisco by William Aleck Laker and Robert E. Higginton, his Solicitors, respectfully requests this honorable Court for leave to withdraw from the case of John B. Bisco Vs. Warren R. Dunbar, et al., No. 1873 N. E., the testimony filed therein together with exhibits therewith filed except exhibits F which is a certified copy of the Report of Charlotte B. Fowler in No. 2-12 Petitioned; exhibit G, a certified copy of a deed from Charlotte B. Fowler, except exhibit H, which is a certified copy of appointment of B. Harris Camalier as trustee in the above entitled case, and except exhibit I which is a certified copy of the Report of B. Harris Camalier, trustee in the above entitled case, upon leaving a copy of all the papers withdrawn, for the purpose of proving the allegations contained in the petition of John B. Bisco filed in the above entitled case on August 30, 1939. And as in duty bound, etc.,

William Aleck Laker
Robert E. Higginton
Solicitors for the Petitioner

Upon the aforegoing petition it is this 30th day of August, 1939, by the Circuit Court for St. Mary's County, Maryland, in Equity, adjudged, ordered and decreed that leave is hereby granted to the petitioner John B. Bisco to withdraw the testimony filed in the case of John B. Bisco Vs. Warren R. Dunbar, No. 1873 N. E., together with exhibits filed therewith with the exception of the exhibits excepted in the above petition, upon leaving a copy of all the papers withdrawn, for the purpose of proving the allegations contained in the petition filed by John B. Bisco on August 30, 1939.

Wm. Mowell Laker
Judge.

Filed August 30, 1939.

Examiner's Return of Testimony with 9 exhibits

To the Honorable, the Judges of said Court:-
Leave of Court having been obtained in the above cause and notice having been given me by the Solicitors for the Plaintiff of a desire to take testimony in the above, I Louis A. Abell, Special Examiner for the above entitled case duly appointed by this Honorable Court, qualified and sworn, met on the 13th day of April, 1939 and appointed the 14th day of April at 10:30 A. M. as the day and time and the Office of Robert E. Higginton as the place for the taking of said testimony, at which last mentioned day, time and place I attended and in

the presence of the Solicitors for the plaintiff and the witnesses, proceeded to take the following interrogatories and the answers thereto.

(No appearance being entered for the defendants)

John B. Bisco, a witness of lawful age, who being produced before me, and by me duly sworn, testified as follows to the interrogatories propounded.

Q. State your name, age, residence and occupation.
A. John B. Bisco, 60, St. Mary's County, a farmer.
Q. Mr. Bisco, are you familiar with a tract of land in the first Election District of St. Mary's County, Maryland, called and known as Pope's Hog Pen?
A. Yes.
Q. About how many acres do you estimate there is?
A. About 318 acres, a lot of it has gone in the Bay.
Q. Do you live on this property, Mr. Bisco?
A. I do.
Q. How long have you lived on this property?
A. All my life.
Q. Do you know Joseph Artis Bisco?
A. Yes
Q. What relation, if any, is he to you?
A. My brother.
Q. Did Joseph Artis Bisco negotiate with B. Harris Camalier, deceased, as a trustee, for the purchase of this tract of land referred to and called and known as Pope's Hog Pen?
A. Yes.
Q. Mr. Bisco, I show you a paper marked Complainant's Exhibit A, purporting to be the copy of an agreement between B. Harris Camalier, trustee, and Joseph Artis Bisco, for the purchase by the latter of the tract of land known as Pope's Hog Pen, for a consideration of $600.00. Will you examine this paper and state whether or not it embodies the terms of the Agreement between the parties mentioned for the purchase of the land mentioned?
A. I do.
Q. What, if anything, do you have your contention upon regarding this paper?
A. When it was turned over to me my brother wanted to know if it was necessary to change the contract, and Mr. B. Harris Camalier told him no, that it was all right just as it was in the presence of me. This statement was made by B. Harris Camalier at a time when myself and my brother consulted Mr. Camalier with regard to my brother turning over to me his interest in the property mentioned in the agreement between them.
Q. On this occasion did B. Harris Camalier acknowledge the paper referred to above and presented to you, as embodying the terms of the agreement between himself as trustee, and your brother, as purchaser, stipula-

ing for the sale of the property above mentioned?
A. He did.
Paper marked Complainant's Exhibit A. filed with examiner and marked Examiner's Exhibit A.
Q. Was the purchase price agreed upon for the tract known as Pope's Holy Pew fully paid to the trustee?
A. Yes.
Q. I show you a paper purporting to be a receipt for the payment of $100.00 upon the tract of land mentioned, and ask you whether or not B. Harris Camalier, as trustee, executed the receipt for your brother upon the payment of $100.00 towards the purchase of the property?
A. Yes
Q. I offer you another paper and ask you to state what that is.
A. It is a receipt from B. Harris Camalier to Joseph Curtis Bissel in payment of $100.00 on the property known as Pope's Holy Pew.
Q. I offer you another paper and ask you if that is a receipt signed by B. Harris Camalier acknowledged the payment of $30.00 by Joseph Curtis Bissel upon the purchase price of the property known as Pope's Holy Pew?
A. Yes, sir. I was with him when that was paid.
Thereupon filed three receipts marked Examiner's Exhibit B. C. and D.
Q. Was the full purchase price of the property known as Pope's Holy Pew paid to B. Harris Camalier, trustee?
A. It was. I wrote to Mr. Camalier to know what the balance was. He wrote back to me and said it was $120 with interest. I met him at St. Mary's City at a school commencement and paid him $127.00, and some cents, but I do not remember the cents. Mr. Joe Neal was present at the time I paid this money to Mr. Camalier. Judge Camalier gave me a receipt of this payment. This receipt was destroyed by fire. Also the letter which came from Mr. Camalier.
Q. Can you state how any other payments were made upon the purchase price of this property, prior to this final payment?
A. Some timber was cut from the place by Burch and Morris and they paid Mr. Camalier direct. I did not draw the money from them. It was between them and Mr. Camalier. Mr. James L. Langley cut some card wood from the property and paid for this card wood directly to the trustee, Judge Camalier.
Q. You state, then, positively from your knowledge the full purchase price for the sale of the property known as Pope's Holy Pew was paid to the trustee?
A. It was
Q. What, if anything, did your brother, Joseph Curtis Bissel, do

with his interest in this property?
A. He turned it over to me with the understanding that I was to finish paying for this property and take care of my mother as long as she lived.
Q. Is Joseph Curtis Bisbee living or dead?
A. He is dead.
Q. Did he leave surviving him his widow, Charlotte A. Bisbee, a daughter, Ruth A. Bisbee, a son, Joseph D. Bisbee, and a daughter Ida C. Bisbee?
A. He did leave these parties surviving. Ida C. Bisbee is not his daughter, but the wife of his son, Joseph D. Bisbee.
Q. Were there any other children surviving Joseph Curtis Bisbee?
A. No.
Q. I show you a paper and ask you to explain what that paper is?
A. This paper is a deed from the heirs of Joseph Curtis Bisbee, conveying all of their right, title and interest in the property known as Pope's Hog Pen, to myself, John B. Bisbee.

Herewith filed. Deed with Examiner to be marked Examiner's Exhibit E.

Q. State how long you have been in possession of this property; what, if any, improvements you have made upon it, whether or not you have exercised dominion and control over the property, and what if anything was done with any income derived from the property?
A. I have been in possession of the property ever since my brother's interest was turned over to me. I have repaired the old house before it was burned, and after it was burned I built a new house. I have repaired the barns from time to time. I farmed the property since I have been in possession of it. Any income from such operation was retained by me. I have rented part of this property for quite a number of years to Mr. Dunham and others to be used by them for fishing purposes.
Q. Since your brothers turned over his interest in this property to you have you openly claimed the ownership of it and have you been recognized by other people as the owner of the property?
A. I have.
Q. After completing payment of the purchase price of the property to the trustee, B. Harris Camalier, did you make requests of the trustee for a deed for the same.
A. I did.
Q. Was this request made once, or several times?
A. Several times.
Q. Did B. Harris Camalier, as trustee, or in any other capacity ever convey this property known as Pope's

Was Deed to you or to your brother, Joseph Artis Bowie?
A. No.
Q. Do you know that this property was sold Nov. 29, 1932, by Charlotte B. Fowler, then County Treasurer for St. Mary's County, Maryland, to Warren R. Dunbar for the sum of $ 69.00
A. It was

Complainant offers certified copy of the Report of Sales made by Charlotte B. Fowler, late County Treasurer, and the same is herewith filed and marked Examiner's Exhibit 7.

Q. Do you consider the sum of $ 69.00 a fair and adequate price for the property sold?
A. I do not.
Q. How much water front does this property have?
A. About three-quarters of a mile.

Complainant offers certified copy of Deed herewith filed and marked Examiner's Exhibit 8.

Q. Are you ready, able and willing to repay to Mr. Warren R. Dunbar, Joseph A. Dunbar and Roy L. McKay, the price that they have paid to Treasurer for the purchase of this property together with interest thereon since the dates of said payment and also the sum equal to the amount of taxes that they have paid on this property together with interest since their purchase of the same.
A. Yes.

In answer to the general interrogatory the witness answered No.

Test:
Louis F. Abell

John B. Biscoe

Paul J. Bailey, a witness of lawful age, who being produced before me, and by me duly sworn, testified as follows to the interrogatories propounded.
Q. State your name, age, residence and occupation?
A. Paul J. Bailey, 32, Leonardtown, St. Mary's County, Maryland. Attorney.
Q. How long have you been practicing as an attorney?
A. Since October 1932.
Q. State whether you have examined into proceedings numbered 496 M. E. in the Circuit Court for St. Mary's County, Maryland, being a case titled Joshua Horner, Jr. & Co., vs. Mary E. Smith, et al. State what you found therein?
A. I have examined the proceedings No. 496 M. E. As I have a case involving said proceedings. I found there was a bill filed against Logan A. Smith, deceased, for the purpose of having all or part of his real estate sold for the payment of debts, and that B. Harris Carnalier was duly appointed trustee by said

Court to make said sale. I further found that ~~that~~ said trustee offered at public sale, among other tracts, a tract known as Pope's Hog Pen, but withdrew same from said sale because of insufficiency of bids. I further found that the above mentioned Report of Sale filed Feb. 2. 1880, was the only report of sale filed in this case. I found no other proceedings in regard to this property. From my examination of the Audit and the said Report of Sale it appeared that the sums realized by the reported sales were not sufficient to satisfy the creditors involved.

Q. State whether or not you have made an examination of the appropriate records of St. Mary's County Maryland, the same including the Land Records of said County, and if so, whether or not you have found any conveyance from B. Harris Lamadier, Trustee, to Joseph Curtis Briscoe, and John B. Briscoe, or anyone else, of the tract of land located in the First Election District of St. Mary's County, Maryland, called and known as Pope's Hog Pen?

A. I have examined the Land Records of St. Mary's County and failed to find any instruments conveying or mentioning Pope's Hog Pen from said Trustee or anyone holding under him, to anyone, nor any conveyances whatsoever by virtue of this trust, mentioned in the case No. 496 N. E.

In answer to the general interrogatory the witness answers No.

Test:
Louis F. Abell

Paul J. Bailey

William Aleck Laker, witness of lawful age, who being produced before me, and by me duly sworn, testified as follows to the interrogatories propounded.

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

A. William Aleck Laker, 29, Leonardtown, St. Mary's County, Maryland, attorney.

Q. How long have you been practicing as an attorney?

A. Since October 1923.

Q. State whether you have examined into proceedings numbered 496 N. E. in the Circuit Court for St. Mary's County, Maryland, being a case titled Joshua Horner Jr. & Co., vs. Mary E. Smith, et al.

State what you found therein?

A. I have examined the proceedings mentioned, and find that the same was filed at the instance of several creditors of Layard O. Smith, deceased, for the purpose of having the land of the deceased sold and I further found that B. Harris Lamadier was appointed trustee by decree of the said Court to make the sale of the real estates mentioned in the proceedings and that in accordance with the decree the trustee reported

that he had sold one tract of land mentioned, but that he had not sold the tract known as Pope's Hog Pen at the public sale held, but withdrew the same at that time for insufficiency of bids. I further find that the said report of trustee filed Feb. 2, 1880, was the only report of sale made by the said trustee. I further state that I have found no supplemental decree in the said proceedings.

Filed herewith certified copies of decree in case of Joshua Horner Jr. & Co., vs Mary E. Smith, et al, with examiner and same is marked Examiner's Exhibit K.

Also files certified copy of Trustee's Report of Sale, filed in the same case, and herewith marked Examiner's Exhibit L.

Q. State whether or not you have made an examination of the appropriate records of St. Mary's County, Maryland, the same the Land Records of said County, and if so, whether or not you have found any conveyance from B. Harris Camalier, Trustee, to Joseph Curtis Biscoe, or John B. Biscoe, or anyone else, of the tract of land located in the First Election District of St. Mary's County, Maryland, called and known as Pope's Hog Pen.

A. I have made such an examination to the best of my ability and have been unable to find any conveyance by the said Trustee of the property mentioned to the parties mentioned, or to anyone else.

In answer to the general interrogatory the witness answers No.

Wm. Aleck Loker.

Test:
Louis F. Uhell.

No other witnesses being named or produced before me, I then, at the request of the Solicitors for the complainants closed the depositions taken in the same and now return them closed to this Honorable Court under my hand and seal together with 9 exhibits, one of which was originally filed with the original proceedings.

Witness my hand and seal this 15th day of April, 1939.

Louis F. Uhell
Special Examiner of
the Circuit Court for
St. Mary's County, Md.

Costs and expenses of above commission on part of complainant.

Louis F. Uhell,	Special Examiner	$8.00
Wm. Aleck Loker,	Witness	.75
Paul J. Bailey,	Witness	.75
		$9.50

Filed April 12, 1929.

Complainant's Exhibit "A"

I have this 19th day of June, A. D. 1894 agreed to purchase of B. Harris Camalier, Trustee the tract or parcel of land called and known as Popis Neg Pen lying in the 1st District of St. Mary's County & containing 382 acres more or less the same being subject to the widow's dower of my mother, Margaret C. Biscoe, at or for the sum of six hundred dollars ($600.00/100) due and payable on or before five years from the date hereof with interest from date I to pay all taxes. If the said Joe Artis Biscoe shall fail to pay the full purchase money at the time fixed for the payments herein, then such payments as he shall have made shall be considered & are hereby declared to be as rent for the same.

And it is further understood & agreed that should any card wood or timber of any kind be cut from the land, then the proceeds thereof are to be paid over to the said Trustee as a credit upon said purchase for the benefit of the creditors of the late Logan D. Emick.

Upon the payment of the whole purchase money & not before the Trustee will report the sale and upon the ratification thereof by the Court will convey the same by deed as directed by decree in No. #96 N. E.

Witness my hand and seal this 19th day of June 1894.

Witness:
Charlie Hayden.

Joe Artis Biscoe (Seal)

$100 June 19th 1894 Rec'd of Joe Artis Biscoe, the sum of one hundred dollars in part of the above agreement.

B. Harris Camalier
Trustee

Filed August 30, 1929.

Exhibit "B"

Rec'd at Klemann's Store, Jany 13th 1898 of Jos. A. Biscoe the sum of Thirty Dollars on contract with me.

B. Harris Camalier

$30.00

Filed August 30, 1929.

Exhibit "C"

Received July 7th 1896 of Joe Curtis Bisese a check of James L. Langley for One Hundred Dollars in part payment of a contract of sale dated June 19th 1894.

B. Harris Camalier
Trustee

Filed August 30, 1939.

Exhibit "D"

Received June 19th 1894 of Joe Curtis Bisese the sum of One Hundred Dollars in part of an Agreement of sale made this day for a tract of land known as Pope's Hay Pen.
$100.00

B. Harris Camalier
Trustee.

Filed August 30, 1939.

Exhibit "E"

This Deed, Made this Fifteenth day of November, in the year one thousand nine hundred and thirty-eight by Charlotte A. Bisese, widow, Ruth Curtis Bisese, single, Joseph D. Bisese and Ida C. Bisese, his wife, of Baltimore, Maryland, being the widow and heirs at law of Joe Curtis Bisese, deceased.

Whereas, the said Joe Curtis Bisese, deceased, in his lifetime contracted with B. Harris Camalier, Trustee for the creditors of Logan C. Smith, as will appear by reference to Equity Proceedings No. 496, H. E., of the Equity Records of St. Marys County, Maryland for the purchase of the tract of land hereinafter described, but desired that the legal title to the same should vest in his brother John Bisese, who made several substantial payments upon the purchase price of the said land, but who never obtained a conveyance of any right, title or interest in the same,

Witnesseth that in consideration of the premises and of the sum of One dollar and other good and valuable considerations, the said Charlotte A. Bisese, Ruth Curtis Bisese, Joseph D. Bisese and Ida C. Bisese, his wife, do grant and convey unto John B. Bisese, his heirs and assigns, in fee simple, all our right, title and interest, both at law and in equity, in and to all that tract of land, situate, lying and being in the First Election District of St. Marys County, Maryland, and described as follows, that is to say: Being a tract of land, situated as aforesaid on the Chesapeake Bay, con-

taining 382 acres of land, more or less, called and known as as "Hope's Hog Pen," and being part of the land of which the late Logan D. Smith died seized and possessed.
Together, with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages; to the same belonging, or in any wise 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 John Bisco, his heirs and assigns, in fee-simple.
Witness the hands and seals of said grantors:

Test:
Edward F. Bell (N. P.)
Notary Public (Seal)
Baltimore City, State of Md.

Charlotte A. Bisco (Seal)
Ruth A. Bisco (Seal)
Joseph H. Bisco (Seal)
Ida C. Bisco (Seal)

State of Maryland, Baltimore City, to wit:
I Hereby Certify, that on this 19th day of Nov. in the year one thousand nine hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charlotte A. Bisco, Ruth Curtis Bisco, Joseph H. Bisco and Ida C. Bisco, his wife, and each acknowledged the foregoing deed to be their act.

(N. P.) (Seal)
Edward F. Bell
Notary Public

Received for Record Dec. 16, 1938 at 2:45 o'clock P. M. same day recorded in Liber E. M. M. No. 11. Folio 294 etc., one of the Land Records of St. Mary's County, Maryland and examined per.

C. Benedict Greenwell,
Clerk.

Cost of Record $1.75 Paid.

This is to certify that transfer has been made on the county assessment books of the property conveyed by within deed.
Dated Dec. 16, 1938

Benj. K. Burke
Clerk County Commissioners
of St. Mary's Co. Md.

496 N. E.

True copy - Test:

(Court)
(Seal)

C. Benedict Greenwell,
Clerk.

Filed August 30, 1939.

Tax Bill

No. 2-86
Mr. Geo. Henry Wise — First District
To Harrison Hebbe, County Treasurer, Dr.
Taxes for year 1938 — Due September 1, 1938
To County Tax on $4-62 rate $.75 on $100 — $34.22
To State Tax on $ " rate 22c on $100 — 10.20
44.72
To interest on County Tax from Sept. 1, 1938 — 3.04
To interest on State Tax from Sept. 1, 1938 — .60
.50
Paid Aug. 16 1939 — $47.86
Received Payment
Harrison Hebbe,
County Treasurer,
St. Mary's County

Filed Sept. 22, 1939.

Decree on Petition of John B. Biscoe

The Petition filed by John B. Biscoe in the above entitled case as well as the other proceedings having been read and considered and the Court being satisfied that none of the purchase money is now due by John B. Biscoe, the brother of the purchaser under the hereinafter mentioned contract of sale, it is thereupon, this 7th day of October, 1939, by the Circuit Court for St. Mary's County, Maryland, in Equity, Adjudged, Ordered and Decreed, that the Sale made by B. Harris Camalier, Trustee, on the 19th day of June, 1894, to Joe Curtis Biscoe, be ratified and confirmed and that William Clark, Baker and Robert E. Higginton be and they are hereby appointed, trustees, without being required to give Bond, to make a conveyance to John B. Biscoe in fee simple of the property known as "Pope's Hog Pen" situated in the First Election District of St. Mary's County, Maryland, which said property is mentioned in the Petition of John B. Biscoe above mentioned.

And it is further adjudged, ordered and decreed that the said John B. Biscoe be and he is hereby required to pay the costs of these proceedings.

Hon. Merrell Lake,
Judge.

Filed Oct. 7, 1939

1869 N.E.

Benedict B. Lowe, Sr. and Mary G. Lowe, his wife,

Plaintiffs

vs.

John E. Guy, Blanche G. Guy, his wife, Keating Woodburn, single, Lillian W. Fuller & Donald Fuller of New York, her husband, Walter T. Woodburn & Cadie Woodburn, his wife, Elizabeth W. Hammett & Spencer Hammett, her husband Louise W. Abell & Jay Abell, her husband, Richard Woodburn & Beatrice Woodburn, his wife and Claude E. Guy, Edilen Bros, James L. Norris, Implement & Co. and Others & Sons, judgment liners,

Defendants

In the Circuit Court for St. Mary's Co., Md. In Equity. No. 1869 N.E.

Bill of Complaint for sale of real estate with two Exhibits

To the Honorable, Judge of said Court:

Your Orators, Complaining Says:

1. That Mary Emma Graves, late of St. Mary's County, Maryland, departed this life on or about November, 1928 testate seized and possessed of the following tracts or parcels of land, situate, lying and being in the 4th Election District of St. Mary's County, Maryland called and known as "Bachelors Rest" containing 207 acres, more or less and "Graves Swamp" containing 25 acres, more or less. Being the same property that was conveyed by Joseph E. Graves by deed dated June 14th, 1912, to Emma Graves and recorded in Liber E.B.G. No. 11 folio 301, one of the land records of St. Mary's County, Md. A certified copy of said deed herein filed marked Plaintiff's Exhibit A.

2. That the said late Mary Emma Graves so seized and possessed devised the above real estate by will duly admitted to probate by the Orphan's Court of St. Mary's County, as follows:

one-fifth interest in said real estate to May G. Lowe,

one-fifth interest in said real estate to Benedict B. Lowe, Sr.

one-fifth interest in said real estate to Blanche G. Guy

two-fifth interest in real estate to be divided equally between Keating Woodburn, Lillian Woodburn Fuller, Walter T. Woodburn, Elizabeth Woodburn Hammett, Louise Woodburn Abell and Richard Woodburn. A certified copy of said Will herein filed marked Plaintiffs Exhibit B.

2. That Claude E. Guy, Edelen Bros. of Baltimore, James J. Norris, Implement & Company, and Uber & Sons, are judgment liners against Walter T. Woodburn and Richard Woodburn.
4. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest and it would be to the advantage of the parties to have the real estate sold and proceeds divided according to the parties of interest.
To the end, therefore:

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

(b) That proceeds of said real estate be distributed among the parties according to their interest.

(c) That your Orators have such other and further relief that their case may require.

May it please your Honor to grant unto Your Orators the writ of subpoena directed to the said John E. Guy, Blanche L. Guy, his wife, Lillian H. Fuller, Walter T. Woodburn, Gladie Woodburn, his wife, Elizabeth N. Hammett, Spencer Hammett, her husband, Louise N. Abell, Jay Abell, her husband, Richard Woodburn, Beatrice Woodburn, his wife, Claude E. Guy, Edelen Bros. of Baltimore, James J. Norris, Implement & Co. and Uber & Sons of Baltimore, all residents of St. Mary's County, Maryland commanding them and each of them to be and appear in this court on some certain day to be named therein and answer the premises and abide by and perform such degree as may be passed therein and also the Order of Publication giving notice to Donald Fuller who is a non-resident of the State of Maryland of the object and substance of this bill and warning him to appear in this Court in person or by Solicitor on or before a certain day to be named therein to show cause if any he may have why a decree aught not to be passed as prayed.

As in duty Bound, Etc.

Joseph D. Weiner
Solicitor for Plaintiff.

Filed Dec. 7, 1938.

Plaintiff's Exhibit "A"

This Deed made this 14th day of June in the year of Our Lord nineteen hundred and thirteen, by me Joseph E. Graves of St. Mary's County, in the State of Maryland.

Witnesseth, that for and in consideration of the sum of Five Dollars, paid me by Emmer Graves of St. Mary's County, in the State of Maryland, and the further consideration on her part of the assumption of an obligation to care for and support me for the

remainder of my natural life, I, the said Joseph E. Graves, doth hereby grant and convey unto Emma Graves, the following tracts or parcels of land, situate lying and being in the Fourth Election District of St. Mary's County Maryland, called and known as Bachelors Rest containing 207 acres more or less, and Grave's Swamp, containing 32 acres more or less. Being the same land which Joseph E. Graves obtained from William M. Loker, Trustee, by deed dated December 23d, 1902, and recorded in Liber E. B. A. No. 9, Folio 5-5-6c. one of the land Records of St. Mary's County, as by reference thereto will more fully and at large appear. The above described Real Estate is the same land of which the late Lewis Graves, died seized and possessed.

Together with the buildings and improvements thereon erected made or being together with the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To Have and to Hold, the aforesaid parcel of ground and premises, hereby granted and intended to be conveyed unto and to the proper use and benefit of the said Emma Graves her heirs and assigns, forever in fee simple.

As Witness my hand and seal the day and year first above written.

Test:
W. E. Graves.

Joseph E. Graves (Seal)
his
mark

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 14th day of June A. D. 1913 before me the subscriber a Justice of the Peace of the State of Maryland in and for St. Mary's County personally appeared Joseph E. Graves the within named Grantor and he acknowledged the foregoing Deed to be his act and deed.

Harry E. Graves, J. P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from Joseph E. Graves to Emma Graves, dated June 14, 1913, as recorded in Deed Liber E. B. A. No. 11, Folio 30 et seq., one of the Land Records of Saint Mary's County Maryland, on the 14th day of June, 1913, at 10:00 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 7th. day of December, in the year one thousand nine Hundred and thirty-eight.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

Filed Dec. 7, 1938

Plaintiff's Exhibit "B"

Last Will And Testament Of Mary Emma Graves

In the name of God. Amen. I, Mary Emma Graves, of St. Mary's County, State of Maryland, being of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs and thereby be the better prepared to leave this world when it shall please the Almighty to call me hence, do hereby make, publish and declare this my last Will and Testament, hereby revoking and annulling all Wills and testamentary dispositions heretofore made by me, in manner and form following, that is to say:

First; and principally, I commit my soul into the hands of Almighty God, and my body to the earth to be decently buried at the discretion of my executrix hereinafter named; and my Will is, that all my just debts and funeral expenses shall be paid by my executrix hereinafter named as soon after my decease as shall be convenient.

Second: I give, devise and bequeath to my sister, May G. Lowe, a one-fifth (1/5-) interest in my farm called "Bachelor's Rest" located in the Fourth Election District of St. Mary's County; and to Benedict B. Lowe, Jr., for the many acts of kindness, I give, devise and bequeath a one-fifth (1/5-) interest in the said farm; and to my sister Blanche Graves Guy, I give, devise and bequeath a one-fifth (1/5-) interest in said farm; and to Keating Woodburn, Lillian Woodburn Fuller, Walter L. Woodburn, Elizabeth Woodburn Hammett, Lanice Woodburn Abell, and Richard Woodburn, children of my deceased sister, Susie Graves Woodburn, the remaining two-fifths (2/5-) interest in the said farm, share and share alike. It is my desire that some member of my family purchase the said farm should any of them so desire. I give, devise and bequeath unto my niece, Anna May Lowe Mickum, my Mother's Quilt with Grape vine border, a Cherry Book case and the books in said case, and also a portrait of herself.

I give, and bequeath unto Marguerite Woodburn, daughter of Walter L. Woodburn, a marble top bureau and wash stand to match. I give and bequeath unto Kenneth Fuller, a son of Lillian W. Fuller, iron bedstead and matress in the room now used by him; Also the

horse named "Harry" and also all the farming implements.
I give and bequeath unto Teresa Fuller, a daughter of Lillian N. Fuller, a new bedstead, matress, oak dresser, oak chiffonier, two oak chairs with cane seats.
I give and bequeath unto Elizabeth Woodburn Hammett, oak Bureau with large mirror; oak washstand, large victrola.
I give and bequeath unto Philip Dunbar Lowe, one new feather bed and pillows;
I give and bequeath unto Madeline Johnson Lowe, wife of Philip Dunbar, a writing desk.
I give and bequeath unto Louise Woodburn Abell, my china closet.
I give and bequeath unto my sister, May G. Lowe, my walnut drop-leaf table.
I give and bequeath unto St. Joseph's Roman Catholic Church, Morganza, Maryland, the sum of Fifty ($50.00) dollars to be used by the then Pastor for any purpose.
I give and bequeath unto the Pastor of St. Joseph's Roman Catholic Church, Morganza, Maryland, twenty-five ($25.00) for masses for the repose of my soul.
I desire that the sum of $200.00 be paid out of my estate for a tombstone, to be erected to my memory.
All the rest and residue of my estate both real and personal and mixed, I give devise and bequeath to my sister, May G. Lowe, a two-fifths (2/5) part; To Blanche Grace Guy, a one-fifth (1/5) part; To Keating Woodburn, Lillian Woodburn Fuller, Walter L. Woodburn, Elizabeth Woodburn Hammett, Louise Woodburn Abell, Richard Woodburn, the remaining (2/5) two-fifth, share and share alike, to them and their heirs and assigns forever.
And Lastly, I do hereby nominate, constitute and appoint my sister, May G. Lowe, executrix of this, my last Will and Testament and I desire that my executrix herein before named shall not be required to give bond for the faithful performance of the duties of that office.
In Testimony whereof, I have set my hand and seal to this, my Last Will and Testament at Morganza, Maryland, this Fourth day of November in the year of our Lord one thousand nine hundred and thirty-eight.

Mary Emma Graves (Seal)

Signed, sealed, published and declared by Mary Emma Graves the above named testatrix, as and for her last Will and Testament, in our presence and at her request, and in her presence and in the presence of each other, we have

hereunto subscribed our names as attesting witnesses.

Peter N. Thompson
Residence Margaretta, Md.
Joseph N. Thompson
Residence Margaretta, Md.

St. Mary's County to Wit:-
The 14th day of November, 1938, there came May G. Lone and made oath in due form of law that she does not know of any Will or Codicil of Mary Emma Graves, late of said County deceased, other than the above instrument of writing and that she received the same from the Testatrix on or about the 4th day of November, 1938.
Sworn to before me
Test:

Addie C. Maddox
Register of Wills for
St. Mary's County, Maryland

St. Mary's County, ss.
On the 14th day of November, 1938, came Peter N. Thompson and Joseph N. Thompson, subscribing witnesses to the aforegoing last Will and Testament of Mary Emma Graves, late of said County, deceased, and made oath in due form of law that they did see the testatrix sign and seal this Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory and understanding and that Peter N. Thompson together with Joseph N. Thompson subscribed their names as witnesses to this Will in the presence at request of the Testatrix, and in the presence of each other.

Certified by,
Addie C. Maddox
Register of Wills for
St. Mary's County,
Maryland.

In the Orphans' Court of St. Mary's County:-
The Court after having examined above last Will and Testament of Mary Emma Graves, late of St. Mary's County, deceased and also the evidence adduced as to its validity, doth order and decree this 14th day of November, 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary Emma Graves, deceased.
Test
Addie C. Maddox
Register of Wills.

Wm. L. Mattingly } Judges
Adam J. Wildt }

1869 N. E.

State of Maryland, St. Marys County, S. S.

I, Addie C. Maddox, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Marys County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Mary Emma Graves late of said County, deceased, taken from Liber A. C. M. No. 7 folio 301 and kept in the office of Register of Wills for St. Marys County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office, this 12th day of December in the year of our Lord nineteen hundred and thirty-eight.

Addie C. Maddox
Register of Wills for
St. Marys County,
Maryland.

(R. of W.)
(Seal)

Filed Dec. 13, 1938.

Bill
Addie C. Maddox, Register

1938
Dec. 12. To Certified Copy of last Will and Testament of Mary Emma Graves, deceased $1.75

Filed Dec. 13, 1938.

Subpoena to Answer Bill of Complaint

St. Marys County, to-wit:

The State of Maryland

To Philip K. Harsey and Robert L. Jameson, Trading as Edelyn Brothers, of Baltimore City, Maryland.

Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Marys County sitting as a Court of Equity, at the Court House in said County, on the First Monday of January, 1939 to answer the Bill of Complaint of Benedict B. Lore, Jr., et ux for sale of real estate of Mary Emma Graves, deceased, against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 7th. day of December, 1938.

Issued 7th. day of December, 1938.

(Court) C. Benedict Greenwell,
(Seal) Clerk.
C. Benedict Greenwell, Typed

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned above and a copy of the Process left with each Defendant. Fees $1.50

Joseph C. Hungan
Sheriff

Filed Dec. 14, 1938.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To G. Ober & Sons Company, a body corporate, 20 Hopkins Place of Baltimore, Maryland. Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of January, 1939 to answer the Bill of Complaint of Benedict B. Lone, Jr., et ux for sale of real estate of Mary Emma Graves, deceased. against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland, the 7th. day of December, 1938
Issued 7th. day of December, 1939.

(Court) C. Benedict Greenwell,
(Seal) Clerk

C. Benedict Greenwell,
Typed.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

1869 N.E.

Summoned G. Uber and Sons Company a Corporation By service on Marshall H. McCarl Treasurer and a copy of the Process Left with said Treasurer also Notice ~~to~~ said summons Left at the Principal office of said corporation on the 20th day of December 1938 in the Presence of Noah Beyer.
Fees $1.12-

Joseph C. Hogan
Sheriff.

Filed Dec. 21, 1938.

Answers of: Elizabeth N. Hammett, Claude E. Guy
Leonardtown Implement Co.

To the Honorable the Judges of said Court:

The Answers of Ellen E. Hammett (named as in the Bill of Complaint, Elizabeth N. Hammett), and Spencer Hammett, her Husband; Claude E. Guy, T/A Guy Bros.; and Edward J. Waring and George E. Hamilton, T/A Leonardtown Implement Co.; all by Lowe and Bailey, their Attorneys, respectfully represents unto Your Honors:

First: That Your Respondents admit the facts and allegations set forth in the Bill of Complaint herein filed to be true.

Second: Your Respondents consent to the passage of any Decree for the sale of the property mentioned in these proceedings, that may be fit and proper.

And as in duty bound, etc.,

Lowe & Bailey
Lowe & Bailey (Typed)
Solicitors for the above named Defendants.

Filed Dec. 22, 1938.

Short Copy of Judgment
In the Circuit Court for St. Mary's County
Jos. M. Mattingly, Clerk.

No. 2 Docket Vol. Appts.
Term December, 1938 Page 4.

Claude E. Guy, trading as,
Guy Brothers
Plaintiffs
vs.
J. Keating Woodburn
Defendant

Plaintiff's Costs $8.02-
December 10, 1938, Judgment in favor of Plaintiffs for $278.09 with interest from December 10, 1938 and costs; with rights of exemption waived and 10 per cent Attorney's fee for collection

Received payment of $3.02-
Clerk's Costs 12-10-38

Wm. L. Fenwick, Deputy
Paid by Lowe & Bailey, Attys.

True Copy Test:
(Court) C. Benedict Greenwell,
(Seal) Clerk.

Filed Dec. 22, 1928

Short Copy of Judgment
In the Circuit Court for St. Mary's County
Jos. M. Mattingly, Clerk.

No. 2 Docket Vol. Appx.
Term March, 1929 Page 10

Claude E. Guy
Plaintiff

vs.
Walter L. Woodburn
Clodie Woodburn
Defendants

Plaintiff's Costs $5.05
March 22, 1929, Judgment entered in favor of Plaintiff for $231.76 with interest from March 22, 1929 and costs; with rights of exemption waived and 10 per cent Attorney's fees for collection.

Received payment of $3.05
Clerk's Costs 3-26-29

William L. Fenwick, Deputy
Paid by John H. T. Brewer, Atty.

True Copy Test:
(Court) C. Benedict Greenwell,
(Seal) Clerk.

Filed Dec. 22, 1928.

Judgment

Edward J. Waring and
George E. Hamilton,
trading as, Leonardtown
Implement Co.
vs.
Walter L. Woodburn

Before J. Roland Duke, a Justice of the Peace of the State of Maryland in and for St. Mary's County,.
1/21/29..19—. Judgment Confessed by defendants in favor of the Plaintiff for Thirty-seven 12/100 Dollars, C. M. Debt, with interest from 1/21/29..19 .; with respective rights of exemption waived; 10 per cent Commission for Attorney's fees, and 65 cents Costs.
J. Roland Duke, J. P. (Seal)

True Copy - Test:
Copy 12 cents J. Roland Duke, J. P.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Judgment of Edward J. Waring and George E. Hamilton, trading as, Leonardtown Implement Co. against Walter L. Woodburn, dated Jany. 21, 1929, for $37.12, as recorded in Justices Judgment Record, Liber J. M. W. No. 1, Folio 5-0, Case No. 196, one of the Records of the Circuit Court for Saint Mary's County, State of

1869 N. E.

Maryland.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 22nd. day of December, in the year one thousand nine hundred and thirty-eight.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Marys County
Maryland.

Filed Dec. 22, 1938.

Judgment.

Claude E. Guy, trading as, (Name Note) Copy of Judgment.
Guy Brothers Judgment before Carroll C.
vs. Latham, Justice of the Peace
Richard Woodburn of the State of Maryland, in
and for St. Marys County,
May 14th 1928. Judgment
in favor of Plaintiff for
$66.37 cents debt $1.80
Cost with interest from date.

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Judgment of Claude E. Guy, trading as Guy Brothers, against Richard Woodburn, dated May 14, 1928, for $66.37, as recorded in Justice Judgment Record Liber J. W. M. No. 1, Folio 44 Case No. 173, one of the Records in the Circuit Court for said County and State.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 22nd. day of December, in the year one thousand nine hundred and thirty-eight.

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Marys County
Maryland.

Filed Dec. 22, 1938.

Answers of Richard and Beatrice Woodburn, Defendants

To The Honorable, the Judges of said Court:

The answers of Richard Woodburn and Beatrice Woodburn, two of the Defendants in the above entitled case respectfully represents unto Your Honors:

That they admit the matters and things alleged in the Bill of Complaint against them filed therein,

and consent to the passage of such Decree or Decrees as may be proper therein.

And as in duty bound etc.

Lowe & Bailey
Lowe & Bailey (Typed)
Attorneys for Richard and
Beatrice Woodburn.

Filed Dec. 23, 1938.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To Louise N. Abell and Jay Abell of Prince George's County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity at the Court House in said County, on the First Monday of January, 1939 to answer the Bill of Complaint of Benedict B. Lowe, Jr. for sale of real estate of Mary Emma Graves, deceased. against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 19th. day of December, 1938.

Issued 19th. day of December, 1938.

(Court) (Seal) C. Benedict Greenwell
Clerk.

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned Louise N. Abell and Jay Abell and left copy of Subpoena with each of them this 21st day of December 1938.

Wm. E. Clifton
Sheriff

Filed Dec. 24, 1938.

Bill

Sheriff, Prince George's County

Mr. C. Benedict Greenwell, Clerk December 22, 1938
Circuit Court, St. Mary's County, Md.

1869 N. E.

To William E. Clifton, Sheriff Dr.
Dec. 22 For services rendered in the case of:
Benedict P. Lowe, Jr. vs John E. Guy
Summons: Louise N. Abell and Jay Abell
Service: 2 @ 75-¢ each 1.50

Filed Dec. 24, 1938.

Answers of John E. Guy and wife

To The Honorable, The Judges Of Said Court:

The answers of John E. Guy and Blanche G. Guy, his wife, by Lowe and Bailey, their Attorneys, respectfully represents unto Your Honor, that they admit the matters and facts alleged in the Bill of Complaint in the above entitled case, filed therein, and hereby consent to the passage of any decree or decrees which may be deemed proper by your Honor.

And as in duty bound etc.

Respectfully submitted:
Lowe & Bailey
Solicitors for the Defendants above named.

Filed Dec. 31, 1938.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To John E. Guy, Blanche G. Guy, Keating Woodburn, Lillian N. Fulton, Walter P. Woodburn, Cladie Woodburn, Elizabeth N. Hammett, Spencer Hammett, Louise N. Abell, Jay Abell, Richard Woodburn, Beatrice Woodburn, Blanche E. Guy, James J. Harris, George E. Hamilton, Edward J. Harting of St. Mary's County Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your proper person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of January, 1939 to answer the Bill of Complaint of Benedict P. Lowe, Jr. et ux for sale of real estate of Mary Emma Graves, deceased, against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland this 7th. day of December, 1938.

Issued 7th. day of December, 1938.

(Court) (Seal) C. Benedict Greenwell, Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The Defendant is required to file his answer or other defense in the Office of the Clerk of the Circuit Court of St. Mary's County, Maryland, within fifteen days after the return day.

Summoned all except James J. Harris, deceased, Lawie H. Abell and Jay Abell, Nov Est.

Wm. E. Clarke,
Sheriff.

Filed Dec. 31, 1938.

Answer of P.W.D. & R.D.J.

To the Clerk of the Circuit Court for St. Mary's County
Mr. Clerk:

Please enter my appearance for Philip W. Harvey and Robert D. Jameson, trading as Edelen Brothers, Defendants in the above entitled case.

Philip W. Harvey Jr.
Attorney.

Filed Jan. 9, 1939.

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estate situated and being in the 4th Election District of St. Mary's County, Maryland being all and the same land which a certain Mary Emma Graves, died seized and possessed.

The Bill in substance, states: That Mary Emma Graves, late of St. Mary's County, Maryland departed this life on or about November, 1938 intestate, seized and possessed of the following tracts or parcels of land, situate, lying and being in the 4th Election District of St. Mary's County, Maryland called and known as "Bachelors Rest" containing 207 acres, more or less and "Graves Swamp" containing 25 acres, more or less. Being the same property that was conveyed by Joseph E. Graves by deed dated June 14th, 1913, to the late Mary Emma Graves and recorded in Liber E.B.H. No. 117 Folio 301, one of the land records of St. Mary's County, Maryland.

That the said late Mary Emma Graves so seized and possessed devised the above real estate by Will, duly admitted to probate by the Orphans Court of St. Mary's County, Maryland, as follows:
one fifth interest in said real estate to May G. Lowe.
one-fifth interest in said real estate to Benedict P. Lowe, Jr.

two-fifths interest in said real estate to be divided equally among Keating Woodburn, Lillian Woodburn Fuller, Walter D. Woodburn, Elizabeth Woodburn Hammett, Louise Woodburn Abell and Richard Woodburn. That Donald Fuller is a non-resident of the State of Maryland and believed to be residing in New York.

That the said real estate is not susceptible of partition without material fast and injury to the parties entitled to interest therein and it would be to the advantage of the parties to have the real estate sold and proceeds divided among the parties according to their respective interests.

It is therupon, this 10th day of January, 1939 by the Circuit Court for St. Marys County, Maryland, In Equity, ordered that the Complainants by causing a copy of this order to be inserted and published in some newspaper, printed and published in St. Marys County, Maryland, once in each of four successive weeks before the second Monday in February, 1939 give notice to the said Donald Fuller, who is a non-resident of the State of Maryland of the object and substance of this Bill, warning him to appear in this Court in person or by solicitor, on or before the 1st day of March, 1939 to show cause, if any he has, why a decree ought not to be passed as prayed.

C. Benedict Greenwell,
Clerk of the Circuit Court for
St. Marys County.

Filed Jan. 10, 1939.

Answers of Keating Woodburn; Lillian W. Fuller;
Walter Woodburn; Clodie Woodburn;
Louise W. Abell; Jay Abell.

To The Honorable, the Judges of said Court:

The answers of Keating Woodburn; Lillian W. Fuller; Walter Woodburn and Clodie Woodburn, his wife; Louise W. Abell and Jay Abell, her husband; defendants, in the above entitled case, respectfully represents unto your Honors:

That they admit the matters and things alleged in the Bill of Complaint filed in the above entitled case, and consent to the passage of whatever decree is deemed proper by your Honorable Court.

And as in duty bound, etc.,

Love & Bailey
Attorneys for the above
named Defendants.

Filed Jan. 12, 1939

Order to enter appearance for G. Ober & Sons Inc.

To C. Benedict Greenwell, Esq., Clerk of Circuit Court.

Please enter my appearance for G. Ober and Sons, Inc., one of the defendants in the above entitled case.

Philip N. Darsey, Jr.
Attorney for G. Ober
and Sons, Inc.,

Filed Jan. 23, 1939.

Answer of G. Ober & Sons.

To the Honorable, the Judges of the said Court:

The answer of G. Ober and Sons, Incorporated, one of the defendants in the above entitled case, to the bill of complaint therein filed.

This defendant admits the matters and facts set forth in said bill of complaint, and consents to the passage of such decree as may be proper in the premises.

And as in duty bound, etc.,

Philip N. Darsey, Jr.
Attorney for Defendant

Filed Jan. 23, 1939.

Petition of Walter and Clodie Woodburn, Defts. as to Judgment of James J. Norris.

To the Honorable the Judges of Said Court:

Walter Woodburn and Clodie Woodburn, Defendants in the above entitled case by Lowe and Bailey, their Attorneys, respectfully represent unto Your Honor, that the Judgement of James J. Norris Jr. Walter and Clodie Woodburn, recorded in J. P. Docket, Folio 2, # 5; (said James J. Norris being named as Judgement Liner in the above entitled case,) was recovered more than twelve years before the filing of this suit, and therefore, the said Defendants, Walter and Clodie Woodburn pray that the said Judgement be not considered by this Honorable Court as a lien upon the interests of the said Defendants in the above entitled case.

And as in duty bound etc.

Lowe & Bailey
Attorneys for Walter and
Clodie Woodburn.

Filed Feb. 11, 1939.

Petition of Walter and Clodie Woodburn, Defendants, as to Judgement of Ober and Sons.

To The Honorable the Judges of said Court:

Walter Woodburn and Clodie Woodburn, Defendants in the above entitled case by Lowe and Bailey, their

attorneys, respectfully represent unto Your Honor that the Judgement, (September Term, 1924, Circuit Court,) of Ober and Ross, Vs. Walter and Clodie Woodhurn, (said Ober and Ross being named as Defendant Judgement Liners in the above entitled case), was recovered more than twelve years before the filing of this suit, and therefore, the said Defendants, J. Walter and Clodie Woodhurn pray that the said Judgement be not considered by this Honorable Court as a lien upon the interests of the said Defendants in the above entitled case.

And as in duty bound, etc.

Lowe & Bailey
Attorneys for Walter and
Clodie Woodhurn.

Filed Feb. 11, 1939.

Certificate of Publication of Order of Publication

This is to certify that the appended notice appeared in The News once a week for four successive weeks before the 2nd Monday in February, the first appearing January 13, 1939

The News
by Joseph D. Steiner

The object of this suit is to procure a decree for the sale of certain real estate situated in the Fourth Election District of St. Marys County, Maryland, being all and the same land which a certain Emma Mary Graves, died seized and possessed.

The Bill in substance states: That Mary Emma Graves, late of St. Marys County, Maryland departed this life on or about November, 1938 intestate, seized and possessed of the following tracts or parcels of land, situate, lying and being in the 4th Election District of St. Marys County, Maryland called and known as "Bachelors Rest" Containing 207 acres, more or less "Graves Swamp" containing 3½ acres, more or less. Being the same property that was conveyed by Joseph E. Graves by deed dated June 14th, 1913, to the late Mary Emma Graves and recorded in Liber E. B. G. No. 11, Folio 301, one of the land records of St. Marys County, Maryland.

That the said Mary Emma Graves as seized and possessed devised the above real estate by Will duly admitted to probate by the Orphans Court of St. Marys County, Maryland, as follows: one-fifth interest in said real estate to May G. Lowe, one-fifth interest in said real estate to Benedict B. Lowe, Jr., one-fifth

interest in said real estate to Blanche C. Guy two-fifths interest in said real estate to be divided equally among Keating Woodburn, Lillian Woodburn Fuller, Walter J. Woodburn, Elizabeth Woodburn Hammett, Louise Woodburn Abell, and Richard Woodburn. That Donald Fuller is a non-resident of the State of Maryland and believed to be residing in New York.

That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein and it would be to the advantage of the parties to have the real estate sold and proceeds divided according to their respective interests.

It is thereupon, this 10th day of January 1939, by the Circuit Court for St. Mary's County, Md. In Equity, Ordered that the Complainant by causing a copy of this order to be inserted and published in some newspaper, printed and published in St. Mary's County, once in each of the four successive weeks before the second Monday in February, 1939 give notice to the said Donald Fuller, who is a non-resident of the State of Maryland of the object and substance of this Bill, warning him to appear in this Court in person or by solicitor, on or before the 1st day of March, 1939, to show cause, if any he has, why the decree ought not to be passed as prayed.

C. Benedict Greenwell
Clerk of the Circuit Court for
St. Mary's County, Md.

Filed Feby. 14, 1939.

Decree Pro-Confesso and leave to take testimony

The defendant, Donald Fuller, having been given due notice by an Order of Publication to appear to the Bill of Complaint and having failed to appear either in person or by solicitor and having failed to file an answer.

It is thereupon, this 17th day of March, 1939 by the Circuit Court for St. Mary's County, Md. Ordered and Decreed that the Plaintiffs are entitled to relief in the premises; but because it does not certainly appear to what relief the plaintiffs are entitled, it is further adjudged and Ordered that leave be granted to the Plaintiffs to take testimony before one of the standing Examiners of this Court to support the allegations of the Bill.

Wm. Mennell Laker
Judge of the Circuit Court
for St. Mary's County, Md.

Filed March 17, 1939

1869 N:E.

Examiner's Return of Testimony With two exhibits originally filed in said case.

To the Honorable, the Judges of said Court:

Leave of Court having been obtained in the above cause and notice having been given me by the Attorney for the Plaintiffs of a desire to take testimony in same, I, Robert E. Wiggington, one of the standing examiners of the Circuit Court for St. Mary's County, Maryland, in Equity, duly appointed, qualified and sworn, met on the 16th day of March, 1939 and appointed the 18th day of March, 1939 at 11:00 A. M. at the day and time and the office of Robert E. Wiggington at the place for the taking of said testimony, at which last mentioned day, time and place I attended and in the presence of the attorney for the plaintiffs and the witnesses, proceeded to take the following interrogatories and answers thereto.

The Appearance of Love & Bailey, Attorneys, being entered for some of the defendants.

Benedict B. Love, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded.

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

Benedict B. Love, 68 years old, St. Mary's County, Morganza, Md., Farmer.

2. Are you one of the plaintiffs in this case.

I am.

3. Did you know Mary Emma Graves and state if she is now living or dead.

I did know Her and she is dead.

4. Where did she reside and what date did she die?

She resided near Morganza. She died November 10, 1938.

5. State whether she left a will. If so who were the beneficiaries under the will to take the real estate.

Yes she left a will. The beneficiaries are 1/3 to May G. Love, adult, 1/3 to Benedict B. Love, Jr. Adult, 1/3 interest to Blanche Graves Guy, Adult. 2/3 interest to be divided equally among the following: Keating Woodburn, Lillian Woodburn Fuller, Walter L. Woodburn, Elizabeth Woodburn Hammett, Louise Woodburn Abell, Richard Woodburn. All adults.

Mr. Weiner herewith files certified copy of will of Mary Emma Graves and marked Plaintiff's Examiners Exhibit "A."

6. Has said will been duly admitted to probate.

Yes.

7. Did she own any real estate at the time of her death. If so please describe it.

She owned a farm of 207 acres called Bachelor's Rest and a piece called Gravel Swamp containing 25 acres. Situated in Fourth Election District of St. Mary's County, Maryland.
(Mr Heiner herewith files certified copy of deed from Joseph C. Graves to Emma Graves, marked Examiner's Exhibit B.)
8. State whether or not there are any buildings on this property and if so describe them.
There are two living houses, one is the main dwelling and one a tenant house. there are two barns and a garage. There are two little chicken houses. There is a corn house and granary.
9. State whether or not the beneficiaries under the will to take real estate are all of age or infants.
They are all of age, that is over the age of 21 years. They all reside in the State of Maryland.
10. Who is Ronald Fuller and where does he reside.
He is the husband of Lillian Woodburn Fuller and he lives in New York State.
11. State whether or not said real estate is susceptible of partition without material loss and injury to the parties entitled to interest therein and state whether or not it would be to the advantage to the parties to have said property sold and proceeds divided according to the parties entitled to interest.
I don't see how the property could be divided to any advantage because there is only one outlet, the buildings would prevent the partition of it fairly. Because of the large number of parties entitled to interest and also part of the property is covered by woods it could not be divided. It would be to the advantage of the parties to have the property sold because it can not be equally divided. The property is held by a group of heirs and they could not all agree as to the upkeep of the property. The property would go down.
Our answer to the general interrogatory propounded to the witness by the Examiner he answered. Nothing except the property is worth $3500.00.
Test
Robert E. Wiggington

Benedict B. Lowe Jr.

Peter N. Thompson, a witness of lawful age, who being produced before me and by me duly sworn testified as follows to the interrogatories propounded.
1. State your name, age, Residence and occupation.
Peter N. Thompson, 66 years of age, Morganza, Md. Farmer.
2. Did you know Mary Emma Graves in her lifetime and is she living or dead.
I knew her and she is dead.
3. When did she die
November 10, 1938.

1869 N. Eq.

4. Where did she reside.
Morganza, St. Marys County, Maryland.
5. Did She own any real estate at the time of her death and if so please describe it.
She owned a farm in the Fourth Election District of St. Marys County, Md.
6. State whether or not there are any buildings on this property and if so describe them.
There are two houses, two barns and some outbuildings.
7. In your opinion what is the ~~worth~~ value of this farm.
I helped to appraise it. It is worth $25-00.00.
8. State whether she left a will and if so who were the beneficiaries under said will to take the above real estate.
She left a will. Mr. and Mrs. Benedict B. Love, Mrs. Blanche Graves Guy, Keating Woodburn, Lillian Woodburn Fuller, Walter L. Woodburn, Elizabeth Woodburn Hammett, Lannie Woodburn Abell, and Richard Woodburn were the beneficiaries.
9. State whether or not said beneficiaries are of age.
They are all over the age of 21 years. They are all residents of the State of Maryland.
10. State whether or not said real estate is susceptible of partition without material loss and injury to the parties entitled to interest therein and state whether or not it would be to their advantage to the parties to have said property sold and proceeds divided among the parties according to their interest therein.
It is not susceptible to partition. None would know how to start it. There are too many heirs to divide it among. Some is cleared and some is not and a fair division could not be made among them. It would be to their advantage to sell the property and divide the proceeds because it is the only way they would ever realize anything from the property.
In answer to the General interrogatory propounded to the witness by the examiner he answered No.

Test:
Robert E. Wigginton

Peter H. Thompson

Le Ray Yates, a witness of lawful age, who being produced before me and by me duly sworn testified as follows to the following interrogatories.
1. State your name, age residence and occupation.
Le Ray Yates. 31 years of age. Resides in Morganza, St. Marys County, Md., and I am a farmer.
2. Did you know Mary Emma Graves in her lifetime and is she living or dead.

She is dead and I knew her. She died November 10, 1928.
3. Where did she reside.
She lived in Morganza, St. Mary's County, Maryland.
4. Did she own any real estate at the time of her death and if so please describe it.
She owned a farm known as Bachelors Rest in the Fourth Election District.
5. State whether or not there are any building on this property.
Yes there are two dwellings, two barns, granary and carp house and Chicken house.
6. In your opinion what is the value of this farm.
$3500.00.
7. State whether she left a will and if so who were the beneficiaries.
She left a will. I don't know who the beneficiaries were.
8. State whether or not said property is susceptible of partition without material loss and injury to the parties entitled to interest therein and state whether or not it would be to their advantage to have said property sold and proceeds divided among the parties according to their interest therein.
The property cannot be divided without loss an injury to the parties because there is only one outlet and land and building are so situated that it would not be to their advantage to divide it. It should be sold and proceeds divided because it is the only way they could realize from the land.
9. Are you the tenant on the above property.
Yes, I have been there 9 years.
In answer to the general interrogatory propounded to the witness by the examiner, he answered No.

Robert E. Higginton. Le Roy Yates

No other witness being named and produced to me, I, then at the request of the attorney for the plaintiff, closed the depositions taken in said cause and now return them closed under my hand and seal this 21st day of March, 1929 together with two exhibits which were originally filed in the said case.

Robert E. Higginton (Seal)
Examiner of the Circuit Court
for St. Mary's County,
Maryland, in Equity.

Costs and expenses of above commission on part of plaintiffs.

1869 N. E.

Examiner - Robert E. Wiggington, $8.00
Peter N. Thompson, Witness .75
Le Roy Yates, Witness .75
$9.50

Filed March 21, 1939.

Plaintiff's Examiners Exhibit "A"

For "Plaintiff's Examiners Exhibit A" see "Plaintiff's Exhibit B" recorded on page 32-3 of this book.

Robert E. Wiggington,
Examiner

Re-filed March 21, 1939.

Plaintiff's Examiner's Exhibit "B"

For "Plaintiff's Examiners Exhibit B" see "Plaintiff's Exhibit A" recorded on page 32-1 of this book.

Robert E. Wiggington,
Examiner.

Re-filed March 21, 1939.

Order dismissing Bill of Complaint as to J. J. Norris.

Mr. Clerk:

Please dismiss the Bill of Complaint as to James J. Norris, one of the defendants in the above case but the case shall go as to the other parties, named in the said Bill of Complaint.

Joseph H. Steiner
Attorney for Plaintiffs

Filed Apr. 22, 1939.

Petition and Order amending Bill of Complaint

To the Honorable, the Judge of Said Court:

The petition of the Plaintiffs in the above case respectfully represents that the name of one of the defendants, namely G. Ober & Sons was erroneously stated in the said Bill of Complaint as shown in the answer. The correct name of the defendant is G. Ober & Sons Inc.

That as the said G. Ober & Sons, Inc. have filed their answer herein by P. K. Massey, Jr., their attorney and said corporation its and want the identical defendant intended to be made a party by the bill filed in this case, and the said defendant is now represented in its true and proper name as aforesaid, Your Petitioner requests that the Bill of Complaint be amended so as to set forth the correct name of said defendant.

Your petitioners further represents that the name of one of the defendants, namely Implement & Co. was erroneously stated in the said Bill of Complaint as shown in the answer. The correct

name of the defendant is George E. Hamilton, Edward J. Waring, trading as Lemardtown Implement Co., a Co-partnership

That as the said George E. Hamilton, Edward J. Waring, trading as the Lemardtown Implement Co. have filed their answer herein by Love & Bailey, their attorneys and said Company is and was the identical defendant intended to be made a party by the Bill filed in said case, and the said defendant is now represented in its true and proper name as aforesaid, Your Petitioners requests that the Bill of Complaint be amended so as to set forth the correct name of said defendant.

Joseph W. Weiner
Attorney for Petitioners

Upon the aforegoing Petition it is this 22nd day of April in the year 1939 Ordered by the Circuit Court for St. Mary's County, Maryland sitting as a Court of Equity, that the names of two of the defendants in the aforementioned Bill of Complaint be changed to read G. Ober & Sons, Inc. a Corporation and George E. Hamilton, Edward J. Waring, a co-partnership trading as Leonardtown Implement Co. and to this extend, leave is granted to amend the Bill of Complaint by correction of same to properly set forth the correct name of said defendants.

Wm. Mennell Baker
Judge of the Circuit Court
for St. Mary's County, Md.

Filed Apr. 22, 1939.

Decree

The above cause standing ready for hearing and being submitted without argument the Bill, Answers, and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 24th day of April in the year nineteen hundred and nine by the Circuit Court for Saint Mary's County, Adjudged, Ordered and Decreed that the property mentioned and described in the above entitled Case, called and known as "Bachelor's Rest" & "Graves Swamp," containing 207 and 25 acres, more or less, being all the Home Farm of the late Emma Graves, situated in the 4th Election Dist. of St. Mary's Co. Md. property mentioned in the proceedings be sold and that Joseph W. Weiner and Paul J. Bailey appointed Trustees to make said sale, and that the Course and manner of their proceedings

shall be as follows: they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of Five thousand Dollars conditioned for the faithful performance of the trust reposed in them by this decree, as to be reposed in them by any future decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as they shall think proper, of the time, place, manner and terms of sale, which shall be One-Half cash upon ratification of sale, and balance of purchase, within one year from date of sale, with interest at 6% and to be secured to satisfaction of the Trustees; or all cash, at option of purchaser, a deposit of $200.00 will be required on day of and at time of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before,) the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claims of the parties hereto, Complainant and defendants, and each claiming by, from or under them or either of them. And the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Wm. Mowell Loker,
Judge.

Filed April 24, 1939.

Bond

Know All Men By These Presents, That We, Joseph D. Weiner and Paul J. Bailey, as Principals, and Hartford Accident and Indemnity Company, a corporation duly organized under

the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand ($5000.00) Dollars to be paid to the said State or its Certain Attorney to which payment well and truly to be made and done, We bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of May in the year Nineteen Hundred and Thirty-nine.

Whereas the above bounden Joseph W. Weiner and Paul J. Bailey, by Virtue of a Decree of the Circuit Court for St Mary's County Maryland in Equity passed April 24, 1939 in a Cause entitled Benedict S. Lowe, Jr. and others are Complainants and Keating Washburn and others are Defendants, being number 1569 N. E. Docket Equity were appointed Trustees to sell the real estate mentioned in the proceedings in said cause, now the condition of the above obligation is such, That if the above bounden Joseph W. Weiner and Paul J. Bailey, Trustees That if the above bounden Joseph W. Weiner and Paul J. Bailey, Trustees as aforesaid, do and shall well and faithfully perform the trust reposed in them, by said Decree or that may be reposed in them by any further Decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law.

Witness to Principal and Surety
A. Ringgold Lowe

Joseph W. Weiner (Seal)
Paul J. Bailey (Seal)
Hartford Accident and Indemnity Co.
(Corp.)
(Seal)
Ike Weiner
Hartford Accident & Indemnity Co.
Attorney-in-Fact.

Recorded in Bond Record Liber J. M. M. No. 1. Folio 103.

Within Bond with Surety thereby approved May 19, 1939.
C. Benedict Greenwell,
Clerk.

Filed May 19, 1939.

Certificate of Publication of Notice of Sale

This is to certify that the appended notice appeared in The News, a newspaper printed and published in St. Marys County, Md. once a week for four successive weeks the first appearing April 28, 1939 & the last May 19-1939.

Jos. D. Weiner,
Editor.

Joseph D. Weiner and Paul J. Bailey, Solicitors.
Trustees' Sale of Valuable Real Estate in St. Mary's County, Md.
(Property owned by Miss Emma Graves, deceased.)

By virtue of a decree of the Circuit Court for St. Mary's County, Md. sitting as a Court of Equity, passed on the 24th day of April, 1939 in a cause in said Court pending wherein Benedict B. Love, Sr. and others are Complainants and Keating Woodburn and others are Defendants, the undersigned Trustees, appointed to make sale of the property in said proceedings mentioned, hereby give notice that on Tuesday, May 23, 1939

At the hour of 1 o'clock P. M. at the Court House door in Leonardtown, Md. they will offer for sale by public auction to the highest bidder then and there present, the following described real estate, situate in St. Mary's County, Maryland, to wit:

All those lots, tracts or parcels of land situate, lying and being in the Fourth Election District of St. Mary's County, Md. called and known as Bachelors Rest, containing two hundred and seven acres (207) more or less and known Swamp containing (37 thirty-five) acres more or less, which was conveyed to the late Emma Graves by Joseph E. Graves by deed dated June 14th, 1913 and recorded in Liber E. B. W. No. 117 folio 301, one of the land records of St. Mary's County Md.

The property is improved with dwellings, barns and is suitable for the growth of tobacco, corn and other crops. The location is ideal and very convenient to stores, churches, etc.

The terms of sale: The terms of sale as prescribed by the decree are one-half Cash upon final ratification, balance in twelve months, or all cash, as the purchaser may elect at the time of sale; Credit payments to bear interest from the day of the sale and to be secured to the satisfaction of the undersigned Trustees.

A deposit of $200.00 will be required of the purchaser or purchasers at the time and place of sale.

Growing crops on farm will pass to the purchaser. Tobacco prize and sticks do not pass to the purchaser. Conveying costs, including Revenue Stamps, to be paid by the Purchaser.

Joseph D. Weiner
Paul J. Bailey
Trustees

Filed May 23, 1939.

Trustee's Report of Sale

To the Honorable, Judge of Said Court:

The report of Joseph W. Weiner and Paul J. Bailey, Trustees, in the above entitled case shows that after giving bond with security for the faithful performance of the trust reposed in them by the decree heretofore passed in the above entitled case and having given at least twenty day notice of the time, place and manner and terms of sale by advertisement in The News, a newspaper printed and published in St. Mary's County, Maryland as appears from the Certificate of Publication of said notice filed in said cause, they did, pursuant to said notice, attend at the Court House Door in Leonardtown on Tuesday, May 23rd, 1939 at the Hour of one o'clock P. M. and then and there proceeded to sell the property mentioned in the proceedings in this case and described to be sold being all those lots, tracts or parcels of land situate, lying and being in the 4th Election District of St. Mary's County, Md. called and known as "Bachelors Rest" containing 207 acres, more or less, and Graves Swamp, containing 2 acres, more or less, and more particularly described in the Bill of Complaint, filed in the above cause.

And the same was sold to J. H. Keirs, Jr. he being then and there the highest bidder therefor at the and for the price of Fifty one hundred dollars ($5,100.00)

And the said purchaser has complied with the terms of sale by depositing the $300.00 required by the advertisement of sale, and your Trustees have every reason to believe that said purchaser will fully comply with the terms of sale upon the final ratification thereof.

Paul J. Bailey (Seal)
Joseph W. Weiner (Seal)
Trustees.

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this 23rd day of May in the year One thousand nine hundred & thirty-nine before me, the subscriber, the Clerk of the Circuit Court in and for St. Mary's County, Md. personally appeared Joseph W. Weiner and Paul J. Bailey, Trustees and hath made oath in due form of law that the several matters and things stated in said report of sale are true and bona fide as therein set forth and that the sale therein reported was fairly made.

 1869 N. E.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed May 23, 1939.

Certificate of Auctioneer

This is to certify that at the instance of Joseph D. Weiner and Paul J. Bailey, Trustees, named in the above proceedings in the above entitled case I attended at the Court House Door in Leonardtown, Md, on Tuesday May 23rd, 1939 at the hour of 1 o'clock P. M. and then and there proceeded to sell the property mentioned in the proceedings in said case by public auction to the highest bidder and the highest bidder was J. D. Hurry, Jr. and the highest bid was $ 5,100.00.

Wherefore, said property was sold to the said J. D. Hurry, Jr. at and for the said sum of $ 5,100.00

As witness my hand and seal, this 23rd day of May, 1939.

Witness: Paul J. Bailey

Charles P. Shell
his
X
mark
Auctioneer.

Filed May 23, 1939.

Order Nisi

Ordered by the Circuit Court for St. Mary's County, Maryland, this 23rd day of May, 1939, that the sale of the property mentioned in the proceedings, made and reported by Joseph D. Weiner and Paul J. Bailey, Trustees, appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd Monday of June next; provided a copy of this order be inserted in one newspaper printed and published in St. Mary's County, Maryland, once in each of three successive weeks, before the 3rd Monday in June next.

The report states the amount of the sale to be $ 5,100.00.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed May 23, 1939.

Certificate of Publication of Order Nisi on Sale.

This is to certify that the appended notice appeared in the News, a newspaper printed & published in St. Mary's County, Md. once a week for four successive weeks, the first appearing in the issue of May 26th, 1939

and the last in issue of June 16, 39

Jos. H. Heiner,
Editor

For "Order Nisi on Sale" see "Order Nisi" recorded on page 278 of the book, immediately prior to the recording of the Certificate.

Filed June 20, 1939.

Order of Final Ratification of Sale and Reference to Auditor.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 20th day of June, 1939 that the sale of the property mentioned in the proceedings in the above entitled case, made and reported by Joseph H. Heiner and Paul J. Bailey, Trustees appointed by decree of this Court to make said sale be finally ratified, no cause to the contrary thereof having been shown, although the notice required by law has been given, as appears from the Certification of the publication of the copy of the Order Nisi on Sale, which has been filed in said case.

The case is now referred to the Auditor for stating the account.

Wm. Merrell Loker
Judge of the Circuit Court
for St. Mary's County, Md.

Filed June 20, 1939.

Receipt of payment of Premiums on Bond.

Ike Heiner, Agent
Hartford Accident & Indemnity Co.
400 Maryland Trust Bldg.
Baltimore, Md.

To Messrs. Paul J. Bailey and Jos. H. Heiner, Trustees to sell real estate B. B. Lowe vs. R. Woodburn.

May 18, 1939 Trustee's Bond No. 167662-4
Premium $20.

Paid in full
July 8, 1939
Ike Heiner.

Filed July 8, 1939.

Statement Balance Judgment R. M. Woodburn.

Statement Judgment of Edelen Bros. vs Richard M. Woodburn.

April 26th 1929 Judgment	$280.30
Clerk's Cost	8.05
15% attorney's fee	42.00
	$330.35

1869 N. E.

January 15th 1930 by credit $133.61

$196.74

Interest on balance due on principal ($146.69) from April 26th 1929 to April 26th 1929 88.01

Balance $284.75

Filed July 18, 1929.

Bill: The News

B. B. Lowe, Jr. et al vs Keating Woodhurst et al

Jan 13 29	Order of Publication 15 in	19.50
Jan 20 —	Jan. 27 Feb. 3	29.25
Apr. 28 29	Ordr. Rale 10 in	13.12
May 5 —	May 12- May 19	19.68
	2 Order Nisis	15.00
	Total	96.56

Filed Oct. 10, 1929.

Auditor's Report

In account with Joseph W. Weiner and Paul J. Bailey, Trustees.

By proceeds from sale of real estate per their report $5,100.00

To amount due	C. Benedict Greenwell, Clerk, his fee	$	28.50
" " "	Joseph W. Weiner, Atty. for Plaintiff		20.00
" " "	Philip N. Harvey, Jr., Atty. for Defts.		5.00
" " "	Paul J. Bailey Atty. for Defts.		5.00
" " "	Joseph W. Weiner and Paul J. Bailey, Trustees		306.00
" " "	William E. Clarke, Sheriff, his fees		13.00
" " "	Wm. E. Clayton, Dep. Sheriff, Pr. Geo. Co. his fee		1.50
" " "	Jos. C. Deegan, Dep. Sheriff, Balto City, his fee		3.05
" " "	Addie C. Maddox, Reg. of Wills, Copy		1.75
" " "	Hartford Accident & Indemnity Co. Prem. on Bond		20.00
" " "	The News Publishing Co., Advertising		96.56
" " "	Charles P. Bell, Auctioneer, his fee		5.00
" " "	Robert E. Wiggington, Examiner, his fee		8.00
" " "	Peter N. Thompson, Witness, his fee		.75
" " "	Le Roy Yates, Witness, his fee		.75
" " "	Alexius F. King, Auctioneer, his fee		18.00
" "	distributable to devisees		4557.14
		$5,100.00	$5,100.00

By amount distributable to devisees, ut supra $4,557.14

To amount due May G. Lowe, devisee 1/2- $ 911.42-
" " " Benedict B. Lowe, devisee 1/2- 911.42-
" " " Blanche G. Guy, devisee 1/2- 911.42
" " " Keating Woodburn,
devisee 1/6 of 2/5-
$303.81
To Claude E. Guy t/a
Guy Bros. part Payment
on Judgment 303.81
" " " Lillian Woodburn Fuller,
devisee ~~1/6 of 2/5-~~ 1/6 of 2/5 303.81
" " " Walter L. Woodburn
devisee 1/6 of 2/5- 303.81
To Leonardtown Implement Co.
in full of Judg. 62.17
To Claude E. Guy t/a Guy Bros
part payment of Judgment 241.64
" " " Elizabeth N. Hammett,
devisee 1/6 of 2/5- 303.81
" " " Louise Woodburn Abell,
devisee 1/6 of 2/5- 303.81
" " " Richard Woodburn, devisee 1/6 of 2/5-
$303.81
To Claude E. Guy t/a Guy Bros.
in full 113.32-
To Philip H. Harvey & Robert P.
Jameson, t/a Edelen Bros.
in part payment. 190.46
$4,557.14 $4,557.14

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause and from them has stated the within account, first charging the Trustees with the proceeds from sale, and, after crediting them with their costs and expenses and commissions, the net balance is distributed to the devisees as their interests appear in the Bill of Complaint and Copy of Will.

All of which is respectfully submitted.

Wm. F. King
Auditor

Filed Oct. 11, 1939.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 11th day of October, 1939 that the report of the Auditor made, stated and filed in the above case, be ratified and confirmed unless cause to the contrary thereof be

1869 N. E.

shown on or before the First Monday in November next; provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of the four successive weeks prior to the said First Monday in November, 1929.

C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed Oct. 11, 1929.

Receipt from B. B. Lowe, Jr. and Mary G. Lowe.

Oct. 14th, 1929

Received of Jos. D. Weiner and Paul J. Bailey, Trustees $1800.00, credit on payment on Emma Graves Estate, bond to be deducted from May G. Lowe's and B. B. Lowe's share, in 1869 N. E.

B. B. Lowe Jr
May G. Lowe

Filed Oct. 14, 1929.

Waiver of Right to Distribution

We, County Trust Company of Maryland, a corporation incorporated under the laws of the State of Maryland, do hereby waive our right of distribution by virtue of the two above entitled judgments, as to the interests of May G. Lowe and Benedict B. Lowe in the estate of the late Emma Graves, Case No. 1869 N. E.

Witness the hand and seal of J. Allan Coad, President of the County Trust Co. of Maryland, this day of June, 1929.

Test:
Stephen M. Jones (Corp.)
S. M. Jones, (Typed) (Seal)
Cashier

J. Allan Coad (Seal)
J. Allan Coad (Typed)
President

Filed Oct. 17, 1929.

Certificate of Publication of Order Nisi on Auditor's Report.

This is to certify that the appended notice appeared in The News, a newspaper printed and published in St. Mary's County, Md. once a week for 4 successive weeks before the 1st Monday in November, the first appearing in the issue of October 12 and the last Nov. 2, 1929.

Joseph D. Weiner,
Editor.

Ordered by the Circuit Court for St. Mary's County Md., in Equity, this 11th day of October, 1929, that

report of the Auditor made, stated and filed in the above case be, ratified and confirmed unless cause to the contrary thereof be shown on or before the First Monday in November next, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the First Monday in November, 1939.

C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County, Md.

True Copy Test:
C. Benedict Greenwell,
Clerk.

Filed Nov. 7, 1939.

Order of Final Ratification of Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland this 9th day of November, 1939 that the report of the Auditor filed in the above entitled case 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 heretofore passed and published in said case as rendered by the Certificate of Publication herewith filed and that the trustees apply the proceeds accordingly.

Hon. Mennell Loker
Judge of the Circuit Court
for St. Mary's County
Maryland.

Filed Nov. 9, 1939.

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384. 1877 N.E.

John N. T. Briscal, assignee Federal Farm Mortgage Corporation, a body corporate, holder of Mortgage from Ernest Bohanan and Bertha Freeman Bohanan, his wife, et parte.

In the Circuit Court for Pr. Marys County Maryland In Equity No. 1877 Chancery

Order to Docket Suit

Mr. Clerk:

Please docket suit in the above entitled cause, file mortgage and assignment as "Exhibit A and B" respectively and enter appearance of Thomas M. Harrington and John N. T. Briscal, as solicitors for assignee.

Thomas M. Harrington
John N. T. Briscal
Solicitors for Assignee

Filed Feby. 13, 1939.

Mortgage

This Mortgage, made this Seventh day of February in the year nineteen hundred and Thirty Four, by and between Ernest Bohanan and Bertha Freeman Bohanan, his wife, of the County of Pr. Marys, State of Maryland, hereinafter called "Mortgagor" (and the pronouns "he", "his", "him" hereinafter used in reference to said term "Mortgagor" shall be considered as referring to both sexes and to all parties, whether one or more, embraced in said term), party of the first part, and the Land Bank Commissioner, whose address is the City of Baltimore, State of Maryland, acting pursuant to Part 3 of the Act of Congress of the United States of America, known as the "Emergency Farm Mortgage Act of 1933," hereinafter called "Commissioner," party of the second part.

Witnesseth: That Whereas, said Mortgagor is justly indebted to said Commissioner in the principal sum of $4100.00, this day lent said Mortgagor by said Commissioner;

And Whereas, said Mortgagor has executed and delivered to said Commissioner his promissory note, dated February 1, 1934 for said principal sum of $4100.00, with interest on said principal sum, or unpaid balance thereof, at the rate of five per centum per annum, payable semi-annually on the First day of August and February in each year, said principal sum being payable on an amortization plan and in Nineteen Equal successive semi-annual instalments of $205.00 each, the first such instalment being payable on the First day of August, 1937, and the remaining instalments being payable on each succeeding interest payment date and a final instalment of $205.00 payable on

the First day of February, 1947, unless the debt be sooner paid or matured; and the Letter to secure the payment of said principal sum and interest in the manner and at the time above set out, this mortgage is executed and delivered;

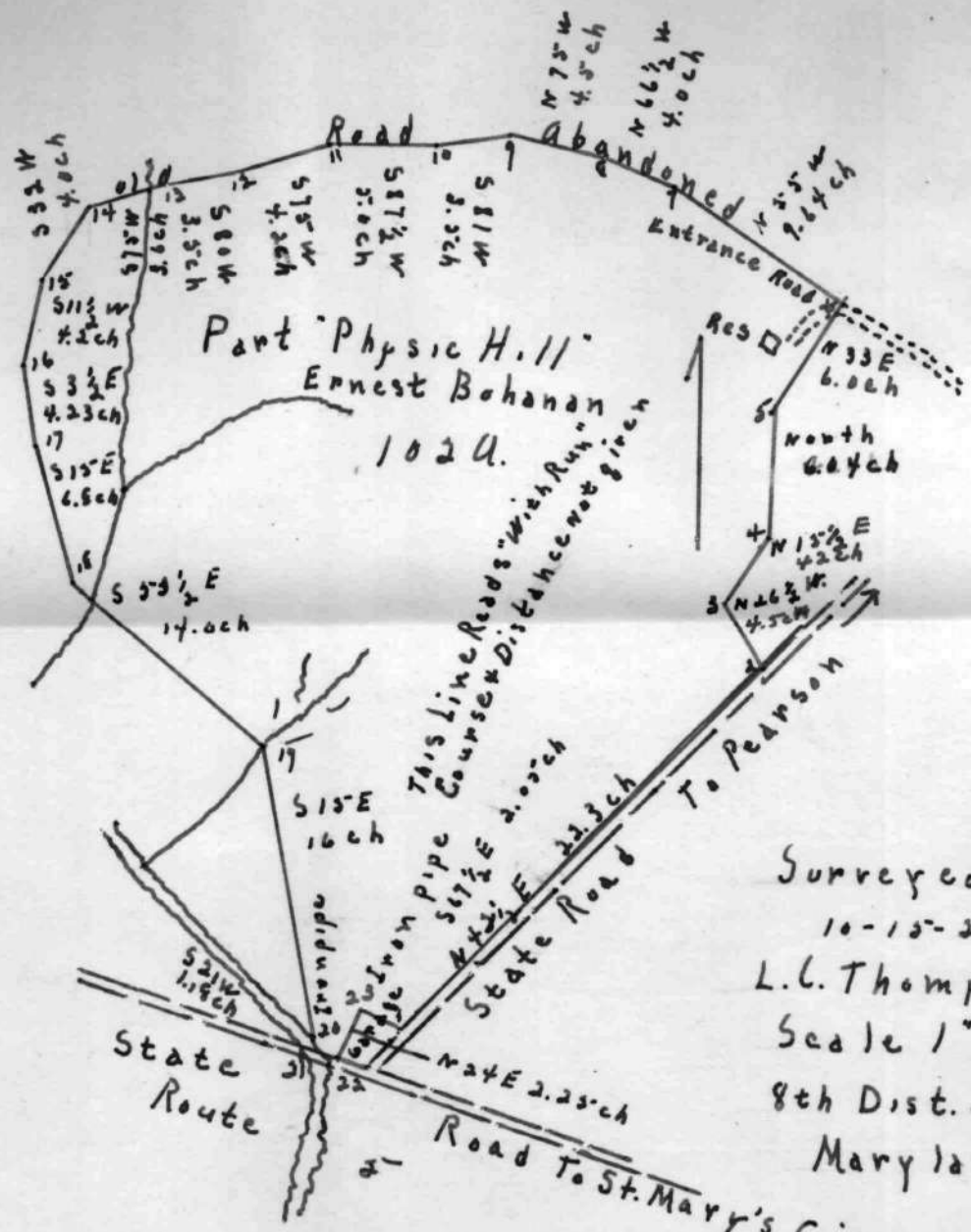
Now Therefore, in consideration of the premises and of $1.00, said Mortgagor hereby grants and conveys unto said Commissioners, his successors and assigns,

All that certain tract or parcel of land situate in the Eighth Election District, St. Mary's County, State of Maryland, known as "Part of Poplar Hill" containing one hundred two (102) acres, as laid out and shown on a plat, a copy of which is attached hereto and made a part hereof.

Saving and excepting therefrom all that certain tract or parcel of land containing thirty-eight hundredths (0.38) of an acre which was conveyed to G. Herman Coppage and Clementine Coppage, his wife, by deed from Ernest Bahanow and Bertha F. Bahanow, his wife, dated January 16, 1921, and recorded among the Land Records of said County in Liber J. M. M. No. 7, folio 364.

Also saving and excepting therefrom all that certain tract or parcel of land containing four thousand nine hundred twenty-five (4,925) square yards which was conveyed to Benjamin D. Uhle and Marion N. Uhle, his wife, by deed from Ernest Bahanow and Bertha Bahanow, his wife, dated January 18, 1922, and recorded as aforesaid in Liber J. M. M. No. 7, folio 479.

Being the same land which was conveyed to said Ernest Bahanau, in the name of Ernest Bahannan, by deed from Susan M. Richardson and Henry Richardson, her husband, dated June 18, 1909, and recorded as aforesaid in Liber E. B. 4. No. 8, folio 25.


Road
Abandoned
Entrance Road
Res
Part "Physic Hill"
Ernest Bohanan
102 A.
This Line Reads "With Run" Course & Distance not given
To Pearson
State Road
State Route
Road To St. Mary's City
Surveyed
10-15-26
L.C. Thompson
Scale 1" = 5 Chains
8th Dist. St. Mary's Co.
Maryland.

386 1877 N. C.

Together with the buildings and improvements thereon and all the rights, privileges and appurtenances thereto belonging or in any way appertaining. This mortgage is subject to all conveyances and reservations of sub-surface rights and all easements of record affecting the above conveyed property.

PROVIDED, that if said Mortgagor, his heirs, personal representatives and assigns shall well and truly pay or cause to be paid said principal sum and all interest thereon at the times and in the manner herein set out and shall perform all the covenants herein set out, then this mortgage shall be void, otherwise it is to remain in full force and effect; and it is hereby provided that the Mortgagor may at any time have the privilege of paying one or more instalments of principal of the aforesaid debt, or the entire unpaid balance of said principal sum, but any such payments on principal, in addition to those contracted to be made under the terms of the note hereby secured, shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any instalment of principal provided for by the terms of said note.

This mortgage is made to said Commissioner under the provisions of Part 3 of an Act of Congress of the United States of America, entitled the "Emergency Farm Mortgage Act of 1933" and is to be in all respects subject to and governed by the terms and provisions of said Part 3 of said Act and any amendments thereto.

This mortgage is subject to a prior.....dated the.....day of....., 19....., in favor of.....

.....and on this day owned by .....

and recorded among the Land Records of.....County, Maryland, in Liber No..... ., Folio....., which said..... is a lien on the property hereby conveyed or the following described portion thereof, to wit:

No Prior Lien

Said Mortgagor hereby covenants that he will warrant generally the property hereby conveyed; that he is seised thereof in fee simple and has a right to convey the same; that he has done no act to encumber the same, except as hereinbefore set out; that he will execute such further assurances thereof as may be requisite; that he will pay or cause to be paid said principal sum of the debt hereby secured and all accrued interest thereon at the time and/or times and in the manner provided for by this mortgage and the note secured hereby; that so long as the debt hereby secured, or any portion thereof, remains unpaid, he will pay when due all taxes, levies, assessments or charges now or hereafter levied or assessed upon the property hereby conveyed, and he will pay when due all judgments and amounts, both as to principal and interest, constituting or secured by lien or mortgage upon said premises prior to this mortgage, and will exhibit to the said Commissioner receipts or certified copies of such receipts evidencing payment of such taxes, levies, assessments, or charges, and payment on account of such judgments or amounts secured by lien or mortgage upon said premises prior to this mortgage; that he will keep all buildings and improvements now, or hereafter located on the premises hereby conveyed in good repair; that he will not permit said buildings to become vacant or unoccupied; that he will maintain and work the premises hereby granted in good and husbandlike manner; that he will not remove or demolish, or permit to be removed or demolished, any of said buildings or improvements; that he will not cut or remove, or permit to be cut or removed any wood or timber from said premises except for domestic use without first obtaining the written consent of said Commissioner thereto; that he will not do or permit to be done any act in respect to said property which will reduce or impair the value of the same as security for this loan, nor will he by neglect permit any unreasonable depreciation in value of said property or the buildings thereon; that he will, during the life of this mortgage, keep insured any or all buildings now or hereafter located on said premises against loss or damage by fire, lightning, or windstorm in such amount or amounts as shall from time to time be required by said Commissioner, and with such insurer as shall be satisfactory to said Commissioner, and will cause to be attached to or endorsed on such policy, or policies, of insurance a New York standard mortgagee clause providing that loss, if any, be payable to said Commissioner as his interest under this mortgage may appear at time of loss and that he will deliver, or cause to be delivered to said Commissioner such policy, or policies, and will pay promptly when due all premiums or assessments under such policy, or policies, and that any sum or sums paid to said Commissioner under the provisions of such policy, or policies may be applied, at the option of said Commissioner to the discharge of any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the building, or buildings, so destroyed or damaged, under such terms and conditions as said Commissioner may prescribe for that purpose; that upon the failure or refusal of said Mortgagor to pay when due any taxes, levies, assessments, or charges or to pay when due judgments or liens, both as to principal and interest, constituting a lien upon said premises prior to this mortgage, or to effect or maintain such insurance as is required by said Commissioner, said Commissioner may pay such taxes, levies, assessments, judgments or other amounts and/or may effect and/or maintain such insurance and pay the premiums or assessments therefor; and the amounts so paid by the said Commissioner shall be and become a part of the debt secured hereby, payable immediately by the said Mortgagor and shall bear interest at the rate of five per centum per annum until paid, but the said Commissioner shall be under no obligation or duty to pay such taxes, levies, assessments, judgments or other amounts or to effect and/or maintain such insurance; that the representations made to said Commissioner by said Mortgagor in his application for this loan, as to the purpose or purposes for which the money lent on the security of this mortgage was borrowed, are true, and that he will apply the money so secured to such purpose or purposes; that all checks or drafts delivered to the said Commissioner for the purpose of paying any sum or sums hereby secured will be paid upon presentment, and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the said Commisssioner, shall be considered agents of the Mortgagor; that if he is now or shall hereafter at any time become entitled to the rents, profits, royalties or revenues from any option, lease, right or privilege for any coal, oil, gas, or other mineral or other sub-surface or surface rights or for any right or privilege other than for agricultural purposes in anyway affecting or appertaining to the property hereby conveyed, whether such option, lease, right, or privilege be at present or later granted, operated, or exercised, he will pay to, or cause to be paid to, and he hereby assigns to said Commissioner all such rents, profits, royalties and revenues, and such sum or sums, when received by said Commissioner in an amount sufficient to cover any full instalment payment, shall be applied by said Commissioner to the retirement of such instalment payment in the same manner and with the same effect as if the payment had been made by the Mortgagor in the case of anticipated payments above provided for, and that he will not grant any option, lease, right or privilege for any coal, oil, gas, or other mineral, or other sub-surface or surface rights, or for any right or privilege other than for agricultural purposes in any way affecting or appertaining to the property hereby conveyed without having first obtained in writing the consent thereto of said Commissioner; that he will not alien by deed, mortgage, or otherwise the property hereby conveyed without first having notified said Commissioner in writing and received his written consent thereto; that if in the opinion of said Commissioner this mortgage has not been so executed and recorded as to constitute a valid lien on the property hereby conveyed, said Mortgagor will immediately, and at his own expense, have the same re-executed and re-recorded to the satisfaction of said Commissioner and, upon his failure so to do, said Commissioner may have the same done and any expense so incurred shall become a part of the debt hereby secured and be due immediately upon payment by said Commissioner, with interest from the date of payment.

It is further covenanted and agreed between the parties hereto that, so long as there is no default on the part of said Mortgagor in any of the terms, conditions, or covenants of this mortgage and the note secured hereby, said Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed but, that should the Mortgagor, his heirs, personal representatives and assigns default in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of the breach of any of the terms and conditions of the note evidencing said debt, or of the covenants hereby entered into or imposed upon said Mortgagor, or in the event of default in the performance of any of the terms, provisions, covenants, or agreements contained in any prior mortgage, deed of trust, or other lien that may be a superior lien on the real property hereby conveyed, the entire debt secured by this mortgage shall, at the option of said Commissioner, his successors, or assigns, become forthwith due and payable and it shall be lawful for said Commissioner, his successors, or assigns, after the exercise of such option, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest and all costs incurred in making such sale, including a collection, or attorney's fee of five per centum of the face of the note hereby secured, and to convey said property to the purchaser, his heirs, or assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the county wherein said land, or a part thereof, lies, or if there be no such newspaper published in said county, then in some newspaper having circulation in such county and by such other advertisement, if any, as the person making the sale may deem expedient; and that the proceeds arising from such sale shall be applied, first, to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five per centum of the purchase price; second, to the balance of principal and interest unpaid on the mortgage debt and also said collection or attorney's fee of five per centum of the face of said note and the balance, if any, shall go to the Mortgagor, his personal representatives, or assigns, or to whoever may be entitled thereto; or the said Commissioner, his successors, or assigns may apply to a court of competent jurisdiction for the appointment of a receiver for the property hereby conveyed to take charge of, manage, and/or rent said property under order of the court; or, without notice or without regard to the adequacy of any security for such debt, the said Commissioner, his successors, or assigns, or his or their agents or servants may forthwith enter upon and take possession of the property and operate and manage and/or let or lease the same and collect and receive all the rents, issues and profits thereof and therefrom, due or to become due, and after deducting all necessary charges and expenses incident to the operation and management of said property, or premises, during the time that said Commissioner shall have possession of the same, apply the balance thereof as a credit on account of the debt hereby secured, and it is covenanted and agreed between the parties hereto that said Commissioner, his successors, or assigns may make any reasonable and proper advances for the operation, maintenance and management of the premises and property hereby conveyed, and any sum, or sums, so advanced shall become part of the debt hereby secured to be paid and due immediately, and the aforsaid rents, issues and profits are hereby assigned to said Commissioner, his successors, or assigns, as further security for the payment of any indebtedness secured to be paid under this mortgage.

Said Mortgagor further covenants that if, after such election by the Commissioner to call said loan and declare the whole mortgage debt due, arrangement satisfactory to said Commissioner is made whereby the contract evidenced by this mortgage and the note which it secures is reinstated, he will as a condition precedent to such reinstatement pay the sum or sums agreed on under such arrangement and all costs and other expenses which up to the date of such reinstatement have been or will be incurred; that in case this mortgage contract is so reinstated the entire contract as evidenced by this mortgage and said note shall be accepted and regarded by all parties as being and remaining in full force and effect just as if there had been no such default on the part of the Mortgagor and no exercise of such election on the part of the Commissioner; and that if after the exercise by said Commissioner of such election and before sale, the Mortgagor should tender the principal and interest then unpaid on said mortgage debt, the Commissioner shall not be required to accept the same, unless and until with such principal and interest there is also paid all such costs and other expenses as may have then been incurred or contracted for, including the collection or attorney's fee above provided for, and also a fee of $50.00 to compensate the person designated to make sale for his services in the premises, but such sale may be proceeded with on the advertisement, if any, already begun and the foreclosure completed, and that in the event that said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon and not severed from the land at the time the Commissioner makes his election to call the loan as above provided shall pass with the said mortgaged property to the purchaser at any such sale.

Witness the hand..s.....and seal..s.....of the said Mortgagor..s..

TESTE:

M. Catharine Greenwell as to both

Ernest Bahaman (SEAL)

Bertha Freeman Bahaman (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, St. Mary's County, to wit:

I hereby certify that on this 12 day of February, in the year one thousand nine hundred and thirty four, before me, the subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally appeared Ernest Bahaman and Bertha Freeman Bahaman, his wife, and acknowledge the foregoing mortgage to be their act; and that at the same time appeared Richard N. Pembrake 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.

WITNESS MY HAND AND NOTARIAL SEAL the day and year first above written.

(N. P.) (Seal)

M. Catharine Greenwell
Notary Public.

My commission expires 5/6/35

Left for record at 1:30 o'clock P.M. on the 13th day of February 1934. Recorded in Mortgage Bk. J. M. M. # 5 P. 88 & 89 Recording fees, etc., $2.25 paid.

Jos. M. Mattingly, Clerk.

Filed Feby. 12, 1939.

Assignment of Mortgage

This Assignment of Mortgage, made this 27th day of January, 1939, by Federal Farm Mortgage Corporation, a body corporate, party of the first part, and John H. O. Briscoe, Assignee for the purpose of foreclosure and collection, part of the second part.

Whereas, by mortgage dated February 7, 1934, and recorded among the Land Records of St. Mary's County, Maryland, in Mortgage Book J. M. M. No. 5, Page 91, Ernest Bahanan and Bertha Freeman Bahanan, his wife, granted and conveyed to the Land Bank Commissioner, acting pursuant to and by virtue of the authority vested by an Act of Congress of the United States known as the "Emergency Farm Mortgage Act of 1933." that certain tract of land situate in the Eighth Election District, St. Mary's County Maryland, containing 100.61 acres, more or less, to secure said Land Bank Commissioner the payment of a debt for the sum of $4100.00.

Whereas, the mortgage and amortization note secured thereby were executed and delivered to the Land Bank Commissioner, an official of the United States, acting pursuant to the provisions of Part 2 of the Emergency Farm Mortgage Act of 1933, as Amended, (U.S.C. Title 12, Sections 1016-1019), said mortgage and amortization note secured being taken in the name of R. L. Goss, the present incumbent of said office, for and on behalf of the Federal Farm Mortgage Corporation, a body corporate.

Whereas, under and by virtue of the provisions of Section 3 of the Federal Farm Mortgage Corporation Act (U.S.C. Title 12, Section 1020-B), said amortization note and mortgage, standing of record in the name of the Land Bank Commissioner, as aforesaid, are the property of the Federal Farm Mortgage Corporation, a corporation, and said corporation is now the owner of the amortization note and mortgage herein described, and

Whereas, the said Ernest Bahanan and Bertha Freeman Bahanan, his wife, have defaulted under the terms and conditions of the said mortgage and the said Federal Farm Mortgage Corporation

has elected to avail itself of the remedies provided in such case by the said mortgage by assigning the same to John H. T. Briscoe, Assignee for the purpose of foreclosure and collection.

Now, Therefore, in consideration of the premises the said Federal Farm Mortgage Corporation doth grant and assign unto the said John H. T. Briscoe, Assignee for the purpose of foreclosure and collection, all that mortgage hereinbefore described as being executed by Ernest Bahanda and Bertha Freeman Bahanda, his wife, to said Land Bank Commissioner, title to which mortgage became vested in the Federal Farm Mortgage Corporation in the manner aforesaid.

In Witness Whereof, the Federal Farm Mortgage Corporation has caused these presents to be executed on its behalf by Luther E. Rogers, its Vice-President, and its corporate seal to be hereunto affixed by C. H. Held, its Assistant-Secretary.

Attest: (Corp.) Federal Farm Mortgage
L. R. Ritchie (Seal) Corporation, a body corporate,
Assistant-Secretary By Luther E. Rogers
Vice-President.

State of Maryland, City of Baltimore, to wit:

I Hereby certify that on this 6th day of February, 1939, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Luther E. Rogers, Vice-President of the Federal Farm Mortgage Corporation, a body corporate, and acknowledged the aforegoing Assignment of Mortgage to be the act of said Corporation.

In Witness Whereof, I hereunto set my hand and affix my notarial seal the day and year first above written.

My commission expires May 1, 1939. (N. P.) Mary F. Hause
(Seal) Notary Public

Received this 13th day of February, 1939 at 10:10 o'clock A. M., for record, and same day recorded in Liber J. M. M. No. 5 folio 50 one of the Mortgage records of St. Mary's County and examined per me.

C. Benedict Greenwell,
Clerk

Recdg. $1,75 Paid

Filed Feby. 13, 1939.

Statement of Mortgage Claim

Statement of Mortgage Claim of the Federal Farm Mortgage Corporation, a body corporate, under a mortgage owned by it and executed by Ernest Bahanan and Bertha Freeman Bahanan, his wife, dated February 7, 1934, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 5, page 11:

Unpaid balance as of 8/16/37	$339.00
Interest at 4% to 1/12/39	19.25
Total	$358.25

Less:

Partial payment 2/18/38	$3.72	
Partial payment 4/11/38	5.00	90.72

Total debt as of 1/12/39	$249.53
Interest at 5% to 4/8/39	4.55
Insurance advanced 1/11/39	13.06
Interest at 5% to 4/8/39	.16
Total debt as of 4/8/39	$267.29

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 4th day of April, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared L. R. Richie, Assistant Treasurer of the Federal Land Bank of Baltimore, a body corporate, Agent and Attorney-in-Fact of said Federal Farm Mortgage Corporation under power of Attorney dated June 28, 1934, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 9 folio 394, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due said Federal Farm Mortgage Corporation on its mortgage claim described above, and that it has not received any security or satisfaction thereof, other than above noted.

As Witness, my hand and notarial seal the day and year first above written.

(N. P.) Nellie Eisinger
(Seal) Notary Public.

My commission expires May 1, 1939.

Filed April 8, 1939.

Order prescribing Penalty in Bond.

Whereas under and by virtue of a mortgage from Ernest Bahanan and Bertha Freeman Bahanan, his wife, to the Federal Farm Mortgage Corporation, recorded in Liber J. M. M. No 5, Folio 11, one of the Land Mortgage Records

of Saint Mary's County, Maryland, the mortgagee or assigns was empowered to sell the property therein mentioned and described, and
Whereas the said John H. T. Briscoe, assignee of said mortgage, has expressed an intention to foreclose said mortgage, the contingency for the sale of same having occurred, and has requested the undersigned the Clerk of the Circuit Court for St. Mary's County, Maryland, to prescribe the penalty in the Attorney's bond; under and by virtue of the Act of Assembly, made and provided in such cases, and conformity therewith, I do, therefore, hereby prescribe the penalty in said bond shall be four thousand dollars.

C. Benedict Greenwell
Clerk.

Filed April 8, 1939.

Bond of Assignee

Know All Men By These Presents, That We, John H. T. Briscoe, Assignee, as Principal, and American Bonding Company of Baltimore, a body corporate, as Surety, are held and firmly bound unto the State of Maryland in the full sum of Four Thousand ($4,000.00) 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this Eighth day of April, in the year nineteen hundred and thirty-nine.

Whereas, the above bounden John H. T. Briscoe, Assignee, by virtue of a power of sale contained in a Mortgage from Ernest Bahanan and Bertha Freeman Bahanan, his wife, to the Federal Farm Mortgage Corporation dated February 7th, 1934, and recorded in Liber J. M. M. No. 5, folio 11, et seq., one of ~~Land~~ Mortgage Records of Saint Mary's County, Maryland, and assigned to the said John H. T. Briscoe for the purpose of foreclosure, was given power to sell the property mentioned in said Mortgage in case of default, and default having occurred said Assignee has caused suit to be docketed entitled "John H. T. Briscoe, Assignee Federal Farm Mortgage Corporation, a body corporate, holder of Mortgage from Ernest Bahanan and Bertha Freeman Bahanan, his wife, ex parte," being No. 1877 New Equity, in the Circuit Court for St. Mary's County, Maryland, now pending in said Court.

Now If the condition of the above obligation is such, That if the above bounden John H. T. Briscoe,

Assignee, do and shall well and faithfully perform the trust reposed in him by said Mortgage, or that may be reposed in him by any 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.

Witness as to Principal and Surety:
Alay. F. King

John N. P. Briscoe (Real)
(Corp.) American Bonding Company of Baltimore
(Real) By Louis F. Abell
Attorney-in-Fact.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 100

Within Bond, with surety, hereby approved, this 8th day of April, 1939, at 11:50 A. M.

C. Benedict Greenwell,
Clerk.

Filed April 8th, 1939.

Report of Sale of Real Estate

To the Honorable the Judges of said Court:-

The report of John N. P. Briscoe, assignee in the above entitled case, respectfully shows:-

That under and by virtue of the power of sale contained in a mortgage from Ernest Bahaman and Bertha Freeman Bahaman, his wife, dated February 7th, 1934, and recorded among the Land Records of Saint Mary's County, Maryland, in Liber J. M. M. No. 5, Folio 11, said mortgage having been duly assigned to the said John N. P. Briscoe, for the purpose of foreclosure, default having occurred, and both the Federal Farm Mortgage Corporation, holder of said mortgage and the debts secured thereby, and the said John N. P. Briscoe, assignee thereof as aforesaid, having elected that the whole indebtedness shall be immediately due, the said John N. P. Briscoe, assignee thereof as aforesaid, after having given bond with approved security as required by law, which was duly approved, and after having complied with all the prerequisites as required by law and by said mortgage, did, after twenty days notice in St. Mary's Beacon, a newspaper published in St. Mary's County, Maryland, pursuant to said notice, on Saturday, April 8th, 1939, at 1 o'clock P. M., attend at the Courthouse in Leonardtown, St. Mary's County, Maryland, and then and there sold at public auction unto Federal Farm Mortgage Corporation, a body corporate, at and for the sum of two thousand dollars ($2,000), it being at that figure the highest bidder therefor, the following described property:-

All that certain tract or parcel of land situate

in the Eighth Election District of Saint Marys County, State of Maryland, known as "Part of Thrpsle Hill", containing one hundred and two acres, more and excepting therefrom all that certain tract or parcel of land containing thirty-eighth hundredths (0.38) of an acre, which was conveyed to E. Herman Coppage and Clementine Coppage, his wife, by deed from Ernest Bahanan and Bertha F. Bahanan, his wife, dated January 16th., 1931, and recorded among the Land Records of said County in Liber J. M. M. No. 7, Folio 364. Also saving and excepting therefrom all that certain tract or parcel of land containing four thousand nine hundred twenty-five (4,925) square yards which was conveyed to Benjamin D. Uhrle and Marian N. Uhrle, his wife, dated January 18th, 1932, and recorded as aforesaid in Liber J. M. M. No. 7, Folio 479. Also saving and excepting therefrom all that portion thereof containing 6.62 acres of land, more or less, which was described in deed of release dated November 29th., 1932, and recorded in Liber J. M. M. No. 7, Folio 420, one of the Land Records of Saint Marys County, Maryland, being conveyed to Ernest Bahanan, and the name of Ernest Bahanan, by deed from Susan M. Richardson and Henry Richardson, her husband, dated June 18th., 1909, and recorded in Liber E. B. A. No. 8, Folio 22, one of the Land Records of Saint Marys County, Maryland.

The property above described being all and the same land covered by the mortgage first herein mentioned.

Your assignee further reports that the purchaser has complied with the terms of sale to the satisfaction of your assignee, and is satisfied that the remaining terms of sale will be complied with upon the ratification thereof by this Court.

All of which is respectfully submitted.

John N. P. Briscoe
Assignee

State of Maryland, St. Marys County: to wit:-

I Hereby certify that on this 8th. day of April, in the year 1939 before me the subscriber, Clerk of the Circuit Court for St. Marys County Maryland, personally appeared John N. P. Briscoe, Assignee, who made oath in due form of law that the matters and things stated in the aforegoing report of sale are true and bona fide as therein set forth, and that said sale was fairly made.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court for
St. Marys County, Maryland.

Filed Apr. 8, 1939.

Certificate of Publication of Notice of Sale of Real Estate
In the Circuit Court for St. Mary's County, Maryland.
This is to certify that the appended Notice of Assignee's Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for 2 0 days prior to the 8 th day of April, 1939 and that the first publication appeared in the issue of March 17th 1939.

A. H. King,
Publisher

(Thomas M. Harrington and John N. T. Briscoe, Solicitors)
Assignee's Sale of Valuable Farm Property

Under and by virtue of the Power of Sale contained in a mortgage from Ernest Bahanan and Bertha Freeman Bahanan, his wife, dated February 7, 1934, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 5, folio 11, which said mortgage was duly assigned to the undersigned Assignee for the purpose of foreclosure and collection, default having occurred thereon, the said undersigned Assignee will offer for sale at public auction to the highest bidder in front of the Court House in Leonardtown, St. Mary's County, Maryland, on Sat. April 8th., 1939 (1 o'clock P. M.)

All that farm containing 100. 61 acres, more or less, situate in the Eighth Election District of St. Mary's County, Maryland, on the improved highway leading from Great Mills to Charlotte, eight miles south from Leonardtown. Being all and the same property which was conveyed to the said Ernest Bahanan, in the name of Ernest Bahanan, by deed from Susan M. Richardson and Henry Richardson, her husband, dated June 18, 1909, and recorded in Liber E. B. G. No. 8, folio 22. Being also all and the same property covered by the mortgage first herein mentioned, to which deed and mortgage reference is hereby made for a more particular description of this land.

This farm is suitable for cultivation with crops raised in this County and locality. There are by estimation 6 0 acres suitable for cultivation, and the balance woodland. The property is improved by a frame dwelling, barn and other outbuildings.

Terms of Sale — $ 5-00. 00 cash at the time and place of sale, balance upon final ratification of sale by the Circuit Court of said County. Taxes and other charges adjusted to day of sale. Deed and title papers at costs of purchaser.

John N. T. Briscoe,
Assignee.

Filed April 8, 1939.

394 1877 N. E.

Order Nisi on Sale of Real Estate

Ordered by the Circuit Court for St. Marys County, Maryland, in Equity, this 8th. day of April, in the year nineteen hundred and thirty-nine, that the report of sale of real estate made this 8th. day of April, in the year nineteen hundred and thirty-nine, by John N. T. Briscoe, assignee of mortgage in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday in May, 1939. provided a copy of this order be published in some newspaper printed in St. Marys County, Maryland, once in each of four successive weeks prior to the said second Monday in May, 1939. The report of sales shows that the Real estate sold for the sum of two thousand dollars ($2.000.00).

C. Benedict Greenwell
Clerk of the Circuit Court for
St. Marys County, Maryland.

Filed Apr. 8, 1939

Bill: St. Marys Beacon
Thomas M. Harrington & John N. T. Briscoe, Solicitors
Leonardtown, Maryland.

1939
April 8 To publishing Assignee's Sale of Valuable
Farm Property 8" 54t.
Mar. 17, 24, 31 April 7. 30.00
Nisi on Sale $7.50
Nisi on Audit $7.50 15.00
$45.00

Filed April 8, 1939.

Bill, Ro Md. Sur. Agency
Leonardtown, Maryland
April 8, 1939.

John N. T. Briscoe, Assignee, 1877 N. E.
Ernest Bahenan and wife, Mortgagors
To The Southern Maryland Insurance Agency Dr.

1939
Apr. 8 To Premium on Assignee's Bond, 16.00

Filed April 8, 1939.

Certificate of Publication of Order Nisi on Sale of Real Estate
In The Circuit Court for St. Marys County, Maryland
This is to certify that the appended Order Nisi
1877 N. E. has been published in the Saint Marys Beacon,
a newspaper published in St. Marys County, Maryland,
once a week for four successive weeks, prior to the
second Monday in May, 1939 and that the first

publication appeared in the issue of April 14th, 1939.

G. F. King,
Publisher

Ordered by the Circuit Court for St. Marys County, Maryland, in Equity, this 8th day of April, in the year nineteen hundred and thirty-nine, that the report of sale of real estate made this 8th day of April, in the year nineteen hundred and thirty-nine, by John H. T. Briscoe, assignee of mortgage in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the second Monday in May, 1939, provided a copy of this order be published in some newspaper printed in St. Marys County, Maryland, once in each of four successive weeks prior to the said second Monday in May, 1939. The report of sales shows that the real estate sold for the sum of two thousand dollars ($2,000).

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Marys County,
Maryland.

True Copy - Test:
C. Benedict Greenwell,
Clerk.

Filed May 8, 1939.

Auctioneer's Certificate

To the Honorable the Judges of said Court:-

I hereby certify that I acted as auctioneer for the sale of all that farm, containing one hundred and two acres, more or less, situate, lying and being in the Eighth Election District of Saint Marys County, Maryland, which was sold by John H. T. Briscoe, Assignee of mortgage, on Saturday, January 22d., 1939, at 1 o'clock P. M., at Public auction, and sold said real estate to Federal Farm Mortgage Corporation, a body corporate, at and for the sum of two thousand dollars ($2,000) it being at that sum the highest bidder therefor. I further certify that said sale was fairly made to the best of my knowledge and belief.

Chas P. Abell
Auctioneer.

Filed May 10, 1939.

Order of Final Ratification of Sale and Reference to Auditor.

Ordered by the Circuit Court for St. Marys County, Maryland, in Equity, this 9th day of May, in the year, 1939, by the Circuit Court for St. Marys County, Maryland, in Equity, that the sale of real estate made and reported by

1877 N. E.

John N. P. Briscoe, assignee of mortgage in the above entitled case, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice of appears to have been given, as shown by the certificate of publication of the order nisi heretofore filed in this case. And the papers in this case are hereby referred to the Auditor of this Court, in order that he may state and ascertain between the said assignee of mortgage and those interested in the proceeds of said sale.

Wm. Mearell Loker
Judge of the Circuit Court
for St. Mary's County,
Maryland.

Filed May 10, 1939.

Agreement as to fees

I hereby agree to accept five per cent (5%) on the first three hundred dollars of sale price, and two per cent on the excess as fee, minimum fee being $50.00, including attorney and appr. fee, based upon the schedule in force between Federal Land Bank and attorneys acting for said institution.

John N. P. Briscoe
Solicitor

Filed June 13, 1939.

Auditor's Report.

In account with John N. P. Briscoe, Attorney-Assignee.

By proceeds from sale of real estate, per his report $2000.00

To amount due C. Benedict Swann, Clerk,

	his fee	$ 28.50
" " "	Thos. M. Harrington & John N. P. Briscoe, Attys.	25.00
" " "	John N. P. Briscoe, Assignee, Comm. per agreem.	25.00
" " "	St. Mary's Beacon, Advertising	45.00
" " "	Co. Md. Ins. Agency, Prem. on Bond	16.00
" " "	Charles P. Abell, Auctioneer	5.00
" " "	Clayton F. King, Auditor	9.00
" " "	William P. Hide, Co. Treas., Taxes 1939 to date of sale (Est.)	11.37
" "	distributable to Mortgagee	1,825.13
		$2,000.00 $2,000.00

By amount distributable to Mortgagee, supra $1,825.13

To amount due Federal Farm Mortgage Corporation, holder of Mortgage, to apply on principal and interest due to date of sale in the amount of $3549.29 (including Advances) $1,825.13

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Assignee with the proceeds from sale, per his report, and, after crediting him with his costs and expenses of suit and taxes due and in arrears, the net balance is distributed to Federal Farm Mortgage Corporation, holder of Mortgage, to apply on its principal and interest, together with advances to cover insurance, due in the amount of $ 32-49.29, leaving a deficiency to pay said amount of $ 1714.16.

All of which is Respectfully submitted.

Alay. F. King.
Auditor.

Filed June 22, 1929.

Order Nisi on Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 22d day of June, in the year 1929 that the report of the Auditor, made, stated and filed in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the fourth Monday in July, 1929, provided a copy of this notice be published in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks before the said fourth Monday in July, 1929.

C. Benedict Greenwell,
Clerk.

Filed June 22, 1929.

Certificate of Publication of Order Nisi on Auditor's Report

In the Circuit Court for St. Mary's County, Maryland

This is to certify that the appended Order Nisi #1877 N.E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County Maryland once a week for four successive weeks, prior to the fourth Monday in July, 1929 and that the first published appeared in the issue of June 20th 1929.

A. F. King,
Publisher

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 22nd day of June, in the year 1929, that the report of the Auditor, made, stated and filed in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the fourth Monday in July, 1929, provided a copy of this notice be published in St. Mary's County, Maryland, once in each of four successive weeks before the said fourth

Monday in July, 1939.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

True Copy - Test:
C. Benedict Greenwell,
Clerk.

Filed July 29, 1939.

Order of Final Ratification of Auditor's Report

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 29th day of July, in the year 1939, that the report of the Auditor, filed, stated and filed in the above entitled case, 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 shown by certificate of publication of Order Nisi on said report heretofore filed in this Court.

Wm. Mennell Laker,
Judge.

Filed July 29, 1939.

Motion for Decree in Personam and Order of Court thereon.

To The Honorable, The Judges Of This Court:-

The motion of the Federal Farm Mortgage Corporation, holder of mortgage in the above entitled cause, respectfully represents unto your Honors:

1. That your Petitioner assigned unto John N. T. Briscoe for the purpose of foreclosure and collection the certain mortgage executed by Ernest Bahanan and Bertha Freeman Bahanan, his wife, heretofore filed in these proceedings.

2. That the above entitled cause has been instituted by the said John N. T. Briscoe, Assignee, in performing the legal requirements pursuant to the foreclosure of the aforesaid mortgage.

3. That there is still remaining due and unsatisfied to your Petitioner upon the said mortgage claim in this cause the sum of $1714.16 as of April 8, 1939, as was found and determined by the Auditor's Account herein, which said Account was by this Honorable Court finally ratified on the 29th day of July, 1939, as will appear by reference to said Account, which Account and all other papers in the above entitled cause are hereby prayed to be taken as part hereof.

4. That under the provisions of Section 24, Article 66 of the Code P. G. L. Md. (1924) your Petitioner

is entitled to a decree in personam for the sum of $1714.16 with interest from April 8, 1929, against the said Ernest Bahanan and Bertha Freeman Bahanan, his wife, being entitled to maintain an action at law against the said mortgagors upon the covenants in the mortgage filed in this case for the balance of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

Wherefore, your Petitioners pray and move for a decree in personam for the said sum of $1714.16 with interest from April 8, 1929, against the said Ernest Bahanan and Bertha Freeman Bahanan, his wife, upon due notice being given by summons or otherwise as your Honorable Court may direct to the said Ernest Bahanan and Bertha Freeman Bahanan, his wife.

And, &c. &c. &c. Duty Bound, etc.

Thomas M. Harrington
John H. T. Briscoe
Solicitors for Mortgagee
and Petitioner.

The aforegoing Petition having been read and considered, it is thereupon ordered by the Circuit Court for St. Mary's County, this 10th day of August, 1939, that the Clerk of this Court be and he is hereby directed to issue a writ of subpoena directed to the said Ernest Bahanan and Bertha Freeman Bahanan, his wife, commanding them to be and appear in this Court on the First Monday of September, 1939, to answer the aforegoing matter and show cause, if any there be, within fifteen days from the return of said writ why a decree ought not to be entered as prayed.

Wm. Merrell Loker,
Judge.

Filed August 10, 1939.

Subpoena to Answer Bill of Complaint
St. Mary's County, to-wit:
The State of Maryland
To Ernest Bahanan Bertha Freeman Bahanan
of Saint Mary's County, Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of September, 1939 to answer the Petition of Federal Farm Mortgage Corporation for Decree in Personam for the sum of $1714.16 against you in said Court exhibited. Hereof Fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 10 th. day of August, 1929.

Issued 10 th. day of August, 1929.

(Court Seal) C. Benedict Greenwell, Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland within fifteen days after the return day.

Summoned Mrs. and copy of Petition and Order of Court left with them, this 12 th Day of August, 1929.

W. E. Clarke, Sheriff.

Filed Aug. 18, 1929.

Answer & Motion for Decree in Personam

To The Honorable, The Judges Of Said Court:

The answer of Ernest Bohanan and Bertha Freeman Bohanan, his wife, to the motion filed in these proceedings for a decree in personam, respectfully states:

1. That they admit the allegations of the first paragraph of the petitioners motion.
2. That they admit the allegations contained in the second paragraph of the petitioners motion.
3. Answering the third paragraph of the Petitioners motion the mortgagors aver that said sale was made without competitive bid and was sold to the mortgagee for the sum of $2000.00 was less than one-half of the original mortgage.
4. Answering paragraph four of the petitioners motion the mortgagors aver that the property purchase by the mortgagee is well worth out todays market a sufficient sum to pay said mortgage and all cost incurred and to permit the petitioner to secure a decree in personam would be unfair and unjust and against all principles of equity.

Philip N. Harvey Jr. Solicitor for mortgagors

Filed Sept. 2, 1929.

Reply of Federal Farm Mortgage Corporation to answer of Bertha Freeman Bohanan and Ernest Bohanan to petition of Federal Farm Mortgage Corporation for decree in personam against said Ernest Bohanan and Bertha Freeman Bohanan.

To the Honorable the Judges of said Court:—

The reply of Federal Farm Mortgage Corporation, a body corporate, to the answer of Ernest Bahanan and Bertha Freeman Bahanan to the petition of the said Federal Farm Mortgage Corporation for decree in personam against the said Ernest Bahanan and Bertha Freeman Bahanan.

Replying to paragraph (3) of said answer, petitioner alleges that the sale of the mortgaged property in this case was duly and legally advertised, as required by the terms of the mortgage, fairly conducted and legally ratified, and that no exceptions to the ratification of said sale because of inadequacy of price or for other reasons were filed by mortgagors or by any other interested parties, as will appear from the proceedings in this case;- that since the execution of the mortgage in this case, a part of the real estate covered by said mortgage as originally executed, was not sold at this sale.

Replying to paragraph (4) of said answer, petitioner states that it has been unable to sell said real estate at a figure sufficient to pay off amount of mortgage debt and costs of foreclosure proceedings, although diligent efforts have been made to do so; and petitioner further avers and insists that even if said real estate is of a value equal to amount of mortgage debt and foreclosure costs, petitioner still has a right to insist upon a judgment in personam for the difference between the sale price of said real estate and the amount of mortgage debt and foreclosure costs.

Petitioner therefore prays that said answer be dismissed and that decree in personam be entered as prayed in petition heretofore filed in this case.

John H. T. Briscoe,
Solicitor for petitioner, Federal
Farm Mortgage Corporation.

Filed February 8, 1940.

Agreement to set down matter of petition for decree in personam against said Ernest Bahanan and Bertha Freeman Bahanan.

It is hereby agreed that the matter of the petition of the Federal Farm Mortgage Corporation, a body corporate, for a decree in personam against Ernest Bahanan and Bertha Freeman Bahanan, his wife, mortgagors, be set down for hearing at once on petition, answer and reply to said answer.

John H. T. Briscoe
Solicitor for Federal Farm
Mortgage Corporation
Philip H. Harvey Jr.
Solicitor for Ernest Bahanan
and Bertha Freeman Bahanan

Filed Feby. 19, 1940.

Decree

Ernest Bahanan and Bertha Freeman Bahanan, his wife, mortgagors in the above entitled cause, having been duly summoned to appear in accordance with the Order of this Court, passed on the, 10th day of August, 1939, as appears from the return of the Sheriff to the writ of subpoena, and the answer of the mortgagors filed herein and the reply thereto having been considered no sufficient cause having been shown under the terms of the said Order, it is this 19th day of February, 1940. by the Circuit Court for St. Mary's County Md. judged and ordered that the Decree of this Court be and it is hereby entered in favor of the Federal Farm Mortgage Corporation, holder of mortgage in the above entitled cause, for the sum of $1914.16 with interest until paid from April 8, 1939, against the said Ernest Bahanah and Bertha Freeman Bahanan, his wife, and all costs of suit accruing since the ratification of said account.

Wm. Mennell Laber
Judge.

Filed August 10, 1939.

In the matter of the sale of the mortgaged premises John B. Redman, mortgagor, by Wm. Aleck Loker, attorney-assignee	In the Circuit Court for St. Mary's County, Maryland, In Equity. No. 1894 M. E.

Order to docket suit etc.

Mr. Clerk:

Please docket suit suit in the above entitled cause. file the mortgage and the assignment thereof and enter the appearance of Wm. Aleck Loker as Solicitor for the Assignee.

Wm. Aleck Loker.

Filed Sept. 13, 1939.

Mortgage

This Mortgage, Made this first day of June in the year nineteen Hundred and twenty-one, by John B. Redman, widower, of Saint Mary's County, State of Maryland.

Witness, the said John B. Redman is now justly indebted unto The First National Bank of St. Mary's at Leonardtown, a body corporate, duly incorporated under the National Banking Laws of the United States of America, in the full sum of Thirty-two hundred and fifty dollars for money loaned, and has given therefor to the said The First National Bank of St. Mary's at Leonardtown, his mortgage note for the said principal sum of $3250.00 of even date herewith, drawn in its favor and payable three years after date, and also his six interest notes of even date herewith, drawn to same order for the sum of Ninety-seven dollars and fifty cents ($97.50) each, payable respectively in six, twelve, eighteen, twenty-four, thirty, and thirty-six months after date, to secure the payment of all of which said notes as they severally fall due, these presents are executed.

Now, therefore, this mortgage witnesseth that, in consideration of the premises and of the sum of one dollar, the said John B. Redman does hereby grant and convey unto the said The First National Bank of St. Mary's at Leonardtown, a body corporate as aforesaid, its successors and assigns, the two following tracts or parcels of land, both of which are situated in the Second Election District of Saint Mary's County, State of Maryland, that is to say:

First: All that tract or parcel of land called and known as "Mitchell Fancy" and part of a tract called "Bennetts Delight" containing by estimation ninety acres of land, more or less, located not far from Great Mills in said District of said County, and,

Second: All that tract or parcel of land called and known as "Parish Beadle" or "Home Farm" "Bean Purchase" or "Lawrence Lot", containing seventy-three acres, more or

less. The above mentioned tracts or parcels of land are the same now in the possession of the said John B. Redman and constitute the same and all the land conveyed to the said John B. Redman by which (to which reference is hereby especially made) dated April 27" 1916 from Thomas W. Redman and others, recorded among the Land Records of said County in Liber E. B. G. No. 15 Folio 109 et seq., Except thereout three and thirty nine-hundredths 3 39/100 acres particularly described in a deed dated April 27" 1918 from John B. Redman and Sarah N. Redman, his wife, to John F. Lawrence, and recorded in Liber E. B. G. No. 17 Folio 106 et seq.

Together with the buildings and improvements thereon and the rights, roads, ways, water privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

To Have And To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said The First National Bank of St. Marys at Leonardtown, a body corporate, its successors and assigns forever.

Provided, that if the said John B. Redman, his heirs, personal representatives and assigns, shall well and truly pay or cause to be paid the aforesaid sums of Thirty-Two hundred and Fifty Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said John B. Redman shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said John B. Redman, for himself, his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or the any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said The First National Bank of St. Marys at Leonardtown, a body corporate, its successors or assigns, or Wm. Mennell Loker, its or their Attorney or Agent, at any time after such default, to sell the property hereby

mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in ~~Carroll~~ Saint Marys County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty dollars and a commission to the party making sale of said property equal to the commissions allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives 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 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 order or decree of the Circuit Court for Saint Marys County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Wm. Mennell Loker, its or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal ~~tender~~ tender be made of said principal, costs, expenses and commission.

And the said John B. Redman for himself, his personal representatives and assigns, does further covenant to insure and pending the existence of this Mortgage to keep insured

in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand 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 its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hand and seal of the said Mortgagor.

Test:
Kenneth B. Hluke.

John B. Redman (Seal)

State of Maryland, Saint Marys County, to wit:

I Hereby Certify, that on this first day of June in the year nineteen hundred and twenty-one before me, the Subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared John B. Redman the Mortgagor named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be his act: At the same time also appeared Lynwood J. Sterling, Cashier of the said The First National Bank of St. Marys at Leonardtown, a corporation, and the Mortgagee named in the aforegoing Mortgage 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 Cashier of the said corporation and authorized to make this affidavit.

Kenneth B. Hluke J.P.

The First National Bank of St. Marys at Leonardtown, a body corporate, hereby assigns the within mortgage to Wm. Hleek Loker for the purpose of foreclosure.

Witness the hand of Hamil T. Hixon, Vice-President of the First National Bank of St. Marys at Leonardtown, a body corporate, its corporate seal and the attestation of R. Bascom Braun, Jr., its Cashier, this 11th day of September, 1929.

Attest: (Corp.)
R. Bascom Braun, Jr. (Seal)
Cashier

The First National Bank of St. Marys at Leonardtown, By:
Hamil T. Hixon

R. Bascom Braun, Jr. (Typed).

Received for Record June 1, 1921 at 3:30 o'clock P. M. Same day recorded in Liber E. B. H. No. 20 Folio 89 &c., one of the Land Records of examined per.

Enoch B. Abell
Clerk.

Cost of Record $4.00 Paid.

Filed Sept. 13, 1939.

Statement of mortgage indebtedness

Statement of Mortgage Claim of The First National Bank of St. Mary's at Leonardtown, a body corporate, under the mortgage filed in the above entitled cause.

Principal due under the mortgage	$2720.00
Interest @ 6% from 12/1/38 to 9/14/39	$ 120.62
	$2880.62

Filed Sept. 13, 1939.

Order prescribing Penalty in Bond.

Whereas, under and by virtue of a mortgage from John B. Redman to The First National Bank of St. Mary's at Leonardtown, a body corporate, filed in the above entitled cause, and assigned to Wm. Aleck Loker, attorney, for the purpose of foreclosure, by assignments appearing upon said mortgage, the said attorney-assignee was empowered to sell the property therein mentioned and described, and whereas the said attorney-assignee of the said mortgage has expressed his intention to sell the said property, the contingence for the sale of the same having occured, and has requested the undersigned, the Clerk of the Circuit Court for St. Mary's County, Maryland, to prescribe the penalty in the said attorney-assignee's bond, and under and by virtue of the Acts of Assembly of Maryland in such cases made and provided and in conformity therewith I do therefore prescribe that the penalty in said bond shall be in the sum of Five Thousand Dollars. ($5,000.00).

C. Benedict Greenwell,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

Filed Sept. 13, 1939.

Bond.

Know All Men By These Presents, That we, Wm. Aleck Loker, attorney-assignee, as principal, and Maryland Casualty Company, a corporation of the State of Maryland, Baltimore, Maryland, as surety, are held and firmly bound unto the State of Maryland in the full sum of Five thousand ($5000.00) Dollars, to be paid to the said State or its certain attorney: to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators, representatives, successors and assigns, jointly, severally and firmly by these presents, sealed with our seals and signed by our hands and dated this 16th day of September, 1939.

Whereas, the above bounden Wm. Aleck Loker, attorney-

assignee, by virtue of the power contained in a mortgage from John B. Redman to the First National Bank of St. Mary's at Leonardtown, a body corporate, dated June 1st, 1921, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. G. folio 89, and duly assigned to the said Wm. Aleck Loker for the purpose of foreclosure, was given power to sell the property mentioned and described in the said mortgage in case of default, which default having occured the said attorney-assignee has caused suit to be docketed under title "In the matter of the sale of the mortgaged premises of John B. Redman, mortgagor, by Wm. Aleck Loker, attorney-assignee," being No. 1894 N. E., in the Circuit Court for St. Mary's County, Maryland, now pending in said Court.

Now The Condition Of The Above Obligation Is Such That If The above bounden Wm. Aleck Loker, attorney-assignee, shall well and faithfully perform the trust reposed in him by the said mortgage or that may be reposed in him by any decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and effect in law.

Test: John R. Drury
John R. Drury (Typed)
L. M. Augustine (Corp.)
L. M. Augustine (Typed) (Seal)

Wm. Aleck Loker (Seal)
Wm. Aleck Loker (Typed)
Maryland Casualty Company
By M. Stewart Anderson
Attorney-in-fact
M. Stewart Anderson (Typed)

State of Maryland, Baltimore City, set:

Know All Men By These Presents: That Maryland Casualty Company, a corporation of the State of Maryland, does hereby constitute and appoint M. Stewart Anderson its Attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

Witness the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 31st day of May, 1932.

Attest: Wm. Snyder, Jr.
Assistant Secretary

Maryland Casualty Company
By: Edward J. Bond, Jr.
Vice-President

I Hereby Certify that the above is a correct and true copy of the original Power of Attorney, and that the same is in this September 16, 1939, in full force and effect.

Edwin C. Ireland
Assistant Secretary

Recorded in Bond Record Liber J. M. M. No. 1, Folio 109.

Within Bond with Surety thereby approved this 25th day of September, 1939.

C. Benedict Greenwell,
Clerk.

Filed Sept. 25, 1939.

Certificate of Publication of Notice of Sale

In The Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Notice of Public Sale of Real Estate has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 7th day of October, 1939 and that the first publication appeared in the issue of Sept. 15th, 1939.

A. F. King,
Publisher

(Wm. Aleck Loker, Solicitor)

Public Sale of Valuable Real Estate in the Second Election District of Saint Mary's County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from John B. Redman, widower at the execution of the same, to The First National Bank of St. Mary's at Leonardtown, a body corporate, dated June 1st, 1921, and recorded among the Mortgage Records of St. Mary's County, Maryland, in Liber E. B. A. No. 20, Folio 89, and assigned to Wm. Aleck Loker, attorney, for the purpose of foreclosure, by assignment dated September 11th, 1939, the said mortgagor being in default under the terms and conditions of the said mortgage, the undersigned attorney, assignee of said mortgage, will sell at public auction at the Court House door in Leonardtown, Maryland, at the hour of One o'clock P. M., on Saturday, October 7th., 1939 all the following described tracts, pieces or parcels of land in the said mortgage described, that is to say:

First: All that tract or parcel of land situated as aforesaid and called and known as "Mitchell's Fancy" and a part of a tract called "Bennetts Delight" containing by estimation ninety acres of land, more or less.

Second: All that tract or parcel of land situated as aforesaid and called and known as "Parish Beadle, or "Home Farm", "Beans Purchase" or "Lawrence Lot," containing

renty-three acres, more or less. They being the same that were conveyed to John B. Redman by Deed dated April 27th, 1916, from Thomas N. Redman and others recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 12, folio 100 et seq., except about three and thirty-nine hundredths acres particularly described in a deed dated April 27th, 1918, from John B. Redman et ux. to John P. Lawrence, and recorded in Liber E. B. A. No. 17, folio 106 et seq., except also a right of way to State Roads Commission of Maryland from John B. Redman et al., dated December 12, 1922 and recorded Liber J. M. M. No. 8 folio 182, all the aforesaid Land Records.

The improvements on said property consist of a new seven room dwelling, two tobacco barns, one stable and other out-buildings, all in good repair. The property adjoins the State Road that leads to Valley Lee and is convenient to schools, churches, stores, etc. The land is well suited to the growth of staple crops.

Terms of Sale: A deposit of $5-00.00 will be required of the purchaser on the day of sale and the balance in cash at the time of the final ratification of the sale. Conveyancing, stamps, recording, etc., at the cost of purchaser.

Wm. Aleck Loker
Attorney-Assignee

Filed Oct. 13, 1939.

Assignee's Report of Sale

To the Honorable Judges of the said Court:

The report of Wm. Aleck Loker, attorney-assignee of the mortgage by the above entitled case and empowered by the said mortgage to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with surety for the faithful performance of the trust and power reposed in him by the said mortgage and after having complied with all the other prerequisites as required by law and the said mortgage and giving notice of the time, place, manner and terms of sale by advertisement in the St. Mary's Beacon, a newspaper printed and published in St. Mary's County, Maryland, for at least twenty days prior to the said sale, he did, pursuant to the said notice, attend at the Court House door in Leonardtown, St. Mary's County, Maryland, on Saturday, October 7th, 1939, at the hour of One o'clock P. M., and then and there proceed to sell said property in manner following, that is to say:

Said attorney-assignee of the said mortgage offered at public auction to the highest bidder the real estate de-

cribed in the said mortgage and sold the same to Benjamin F. Redman at and for the sum of Four thousand three hundred and fifty dollars ($4350.00), he being then and there and for that sum the highest bidder therefor, and said attorney-assignee of the said mortgage further reports that the purchaser of the said real estate has complied with the terms of sale to the satisfaction of the said attorney-assignee by securing the deposit required and the said attorney-assignee feels reasonably sure that the said purchaser will fully comply with the terms of the sale at the final ratification of the same.
Respectfully submitted:

Wm. Aleck Laker.
Wm. Aleck Laker (Typed)
Attorney-assignee

State of Maryland, St. Mary's County, to wit:
I hereby certify that on this 13th day of October, 1939, before the subscriber, personally appeared Wm. Aleck Laker, attorney-assignee, as set forth in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief and that the said sale reported was fairly made.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Oct. 13, 1939.

Auctioneer's Certificate

I hereby certify that I acted as auctioneer for the sale of the property described in a mortgage from John B. Redman to The First National Bank of St. Mary's at Leonardtown, a body corporate, the same having been assigned to Wm. Aleck Laker for the purpose of foreclosure, all of which will appear by reference to No. 1894 M. E., and that the said property was sold at public auction at the Court House door in Leonardtown, St. Mary's County, Maryland, on Saturday, October 7th, 1939, at the hour of One o'clock P. M., to Benjamin F. Redman at and for the sum of $4350.00, he being then and there and for that sum the highest bidder therefor, and I further certify that the said sale was fairly made.

Chas. P. Abell,
Auctioneer.

Filed Oct. 13, 1939.

1894 N. E.

Order Nisi on Sale

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 13th day of October, 1939, that the report of the sale of the real estate made by Wm. Allen Loker, attorney-assignee of a mortgage filed in the above entitled cause, and duly reported to this Court on October 13th, 1939, be ratified and confirmed unless cause to the contrary be shown on or before this 13th day of November, 1939, provided a copy of this order be published in some newspaper published in St. Mary's County, Maryland, for four successive weeks prior to the said 13th day of November, 1939. The report of sale states that the property sold for $4330.00.

L. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Oct. 13, 1939.

Certificate of Publication of Order Nisi on Sale

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi in #1894 N. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 13th day of November, 1939, and that the first publication appeared in the issue of October 20th 1939.

A. F. King,
Publisher

For "Order Nisi on Sale" see "Order Nisi on Sale" recorded on page 412 just immediately prior to the recording of the "Certificate of Publication."

Filed Nov. 18, 1939.

Order of Final Ratification and Reference to Auditor.

Ordered this 18th day of November, 1939, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause, and the attorney-assignee is to be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor, to whom this cause

is hereby refused.

Wm. Merrell Laker
Judge.

Filed Nov. 18, 1939.

Tax Bill - 1939.

No. 417
Mr. Jno. B. Redman 2 District
To Wm. P. Price, County Treasurer, Dr.
Taxes for year 1939 & due September 1, 1939.

To County Tax on $3824 rate $1.07 on $100.	$41.24
To State Tax on $ rate 22 3/10c on $100.	9.01
	50.25
To interest on County Tax from Sept. 1, 1939	1.05
To interest on State Tax from Sept. 1, 1939	.23
	$51.53

Filed Nov. 21, 1939.

Bill - St. Mary's Beacon.

Wm. Aleck Laker
1894 N. E.
John B. Redman

1939

Sep. 12-	To publishing	Notice of Sale of Real Estate 12 in 4 t.	$40.00
Oct. 2-	"	Nisi on Sale	7.50
	"	Nisi on Audit	7.50
			60.00

Filed Nov. 21, 1939.

Short Copy of Judgment.
In the Circuit Court for St. Mary's County
Jas. M. Mattingly, Clerk.
No. 1 Docket Vol. Appr. F
Term December, 1930 Page 10

The First National Bank of St. Mary's at Leonardtown, a Corporation.
Plaintiff
vs.
John B. Redman and Eva G. Redman
Defendants

Plaintiff's Costs $8.00-
December 2, 1930 Judgment in favor of Plaintiff for $800.00 with interest from December 1, 1930 and costs; with right of exemption waived and 10% Attorney's fee.

Received payment of $3.00-
Clerk's Costs 12) 5) 30
Wm G. Fenwick, Deputy
Paid by B. H. Camalier, atty.

True Copy Test:
(Court) Jas. M. Mattingly,
(Seal) Clerk.

Filed Nov. 21, 1939.

414 1894 N. E.

Auditor's Report

In account with Wm. Aleck Loker, Attorney-Assignee.

By proceeds from sale per his report		$4320.00	
To amount due C. Benedict Greenwell, Clerk,			$ 18.50
" " "	Wm. Aleck Loker, Attorney		30.00
" " "	Wm. Aleck Loker, Atty.-Assignee, Commis.		261.00
" " "	Maryland Casualty Co., premium on Bond		20.00
" " "	St. Mary's Beacon, Advertising		60.00
" " "	Charles P. Abell, Auctioneer		5.00
" " "	Wm. P. Nice, Co. Treas., Taxes, 1939		51.53
" " "	Aloysius King, Auditor		9.00
"	balance distributable to Mortgage and Judgment		3,894.97
		$4320.00	$4,250.00

By amount distributable, ut supra $3,894.97

To amount due The First National Bank of St. Mary's, Mortgage principal and interest in full		$2,919.92
" " " The First National Bank of St. Mary's, Judgment principal interest and costs in full		859.49
" " " Wm. Aleck Loker, Atty. Com. in Judg.		82.92
" " " Wm. Ernest Clarke, Sheriff's fee on Judgment		27.12
" " " C. Benedict Greenwell, Clerk, Fi Fa & Venditi		2.42
		$3,894.97 $3,894.97

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court, that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first, charging the Attorney-Assignee with the proceeds from sale per his report, and, after crediting him with his costs and expenses and taxes, the net balance is distributed to the Mortgagee and Judgment Holder, together with costs attending the collection of the Judgment.

All of which is respectfully submitted,

Aloy. J. King
Auditor

November 29, 1939

Filed Nov. 30, 1939.

Order Nisi on Audit

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 2nd day of December, 1939, that the report of the Auditor, made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the 2nd day of January, 1940, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said 2nd day of January, 1940.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed Dec. 2, 1939.

Premium on Bond.

9/29/39

Mr. Wm. Aleck Loker
1939
Sept. 16 Bond $20.00

Filed Dec. 2, 1939.

Certificate of Publication of Order Nisi on Audit.

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi on Auditor's Report has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 2nd day of January, 1940 and that the first publication appeared in the issue of December 8th, 1939.

G. T. King
G. T. King 12/40
Publisher.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 2nd. day of December, 1939, that the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the 2nd. day of January, 1940, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland once in each of four successive weeks before the said 2nd. day of January, 1940.

C. Benedict Greenwell,
Clerk of the Circuit Court for
St. Mary's County, Maryland.

1894 M.E.

Filed Janu. 3, 1940.

Final Ratification of Audit

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this Third day of January in the year Nineteen Hundred and Forty, that the Report of the Auditor made, stated and filed in the above entitled case 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 shown by the certificate of publication of the Order Nisi on said account heretofore filed in this case.

Wm. Mennell Lakey,
Judge.

Filed Janu. 3, 1940.

George E. Mattingly & Mary O. Mattingly, his wife, Daniel T. Morgan & Mary C. Morgan, his wife, Thomas W. Mattingly & Mary E. Mattingly, his wife, Margaret T. Mattingly Eleanora Mattingly Plaintiffs

vs.

Ignatius E. Mattingly & Susan B. Mattingly, his wife, J. Walter Carpenter Francis C. King Defendants

In the Circuit Court for St. Mary's County, Maryland.

Bill for partition of Real Estate.

To the Honorable, the Judges of the Circuit Court for St. Mary's County, in Equity.

The Bill of Complaint of George E. Mattingly & Mary O. Mattingly, his wife, Daniel T. Morgan & Mary C. Morgan, his wife, Thomas W. Mattingly and Mary E. Mattingly, his wife, Margaret T. Mattingly and Eleanora Mattingly, to your Honors, humbly shows:

1st: That the aforesaid George E. Mattingly, Mary C. Morgan, Thomas W. Mattingly, Margaret T. Mattingly, Eleanora Mattingly and Ignatius E. Mattingly are the heirs at law of a certain George T. Mattingly late of St. Mary's County deceased, who, was, in his life time, seized and possessed of the following described real estate- "Mattingly's Hope & St. Johns", 238 acres, "Cutters Rest", 132 acres, "Cutters Rest", 63 acres, "Bart Chase & Hayden's Discovery" 131 acres "Blackman's Delight" 32 acres & Fenwick's Gain" 50 acres, lying and being in the Fourth election district of St. Mary's County, and being so thereof possessed, sometime in the year departed this life, leaving a last will and testament, in which the said real estate was devised to his wife, Mary Mattingly, for and during the term of her natural life and after her death to be divided equally between the aforesaid children and heirs at law; and that the said Mary Mattingly is now deceased.

2nd. That the said Mary C. Morgan has intermarried with Daniel T. Morgan, the said George E. Mattingly with Mary O. Willaday, the said Thomas W. Mattingly & with Mary E. Johnson and the said Ignatius E. Mattingly with Susan B. Blair, all of whom, under their proper names have been made parties to this cause.

3rd:- That on the 13th day of June 1888, Ignatius E. Mattingly, one of the Defendants and heirs at law by a certain Deed of Mortgage, conveyed his one-sixth undivided interest in and to the said real

estate, to his wife Susan B. Mattingly, in consideration of the sum of Six Hundred and twenty six Dollars. which said Deed of Mortgage was duly executed and recorded.
4th:- That the said Ignatius E. Mattingly aforesaid entered or caused to be entered against himself a confession of Judgment to a certain J. Walter Carpenter, at December Term 1882. for the sum of Three Hundred and eighty-five Dollars, with interest from Nov. 22d 1882 & costs.
That the said George E. Mattingly entered or caused to be entered against him at Dec. Term, 1887. a Judgment in favor of a certain J. Walter Carpenter for $211.57 with interest from March 1st 1888 & costs $8.05- which said Judgment is still due & unpaid.
5th: That a certain Carroll Adams & Co. at December Term 1878, obtained a Judgment against Thomas M. Mattingly and George E. Mattingly, which was renewed by fieri facias at March Term 1882 for the sum of Four Hundred and fifteen 59/100 dollars, with interest from date & costs, which said judgment and fiat has now been entered to the use of a certain Francis C. King.
6th That on the 24 day of May 1888, Thomas M. Mattingly, one of the Plaintiffs and heirs at law, by a certain deed of mortgage, conveyed his undivided interest in and to the said real estate to Ignatius E. Mattingly, in consideration of the sum of Seven Hundred and fifty dollars, which said Deed of Mortgage was duly executed and recorded.
7th: That on the 4 day of May 1889, Margaret T. Mattingly and Eleanora Mattingly, two of the Plaintiffs and heirs at law, by a certain deed of Mortgage, conveyed each their one-sixth undivided interests in and to the said real estate to the said Francis C. King, at and for the consideration of Four Hundred and fifty three 50/100 Dollars, which said deed of Mortgage has been duly executed and recorded.
8th: That the said real estate is susceptible of partition amongst the parties aforesaid, the children and heirs at law of the said Geo. E. Mattingly; and that if it cannot be divided between them with advantage to all the parties then that the Plaintiffs, the aforesaid heirs at law, will be entitled to have the same sold and the proceeds distributed amongst them in proportion to their respective interests.
To the end therefore that the said Ignatius E. Mattingly

and Susan B. Mattingly, his wife, J. Walter Carpenter and Francis C. King may answer the premises; and that a decree may be passed for a partition of the aforesaid real estate, among the parties aforesaid, the aforesaid children and heirs at law; or in case a partition thereof cannot be effected, then that the same may be sold under the direction of this Court and the proceeds thereof distributed amongst the said parties in proportion to their respective interests, and that the Plaintiffs may have such further and other relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena against the said Ignatius C. Mattingly and Susan B. Mattingly, his wife, J. Walter Carpenter and Francis C. King of St. Mary's County, commanding them to appear in this Court at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein, and as is duty bound, &c.

Jo. J. Morgan
Atty for Plaintiffs

Filed May 24, 1889.

Subpoena to Answer Bill of Complaint
St. Mary's County, to wit:

The State of Maryland.

To J. Walter Carpenter of Balto City Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County, at the Court House in said County, on the 1st Monday in July next to answer the Bill of Complaint of George C. Mattingly & others against you in said Court exhibited. Hereof fail not as you will answer the contrary at your peril.

Witness, the Honorable Frederick Stone, Chief Judge of the 7th Judicial Circuit, the 6th day of June, 1889.

Issued 6th day of June 1889.

(Court) (Seal) J. Frank Ford, Clerk

J. Walter Carpenter, one of the firm of Hurley & Carpenter, Light St. Summoned.

George May
Sheriff.

Filed June 25, 1889.

Answer of J. Walter Carpenter

To the Hon! the Judges of the said Court.
The answer of J. Walter Carpenter, to the Bill of Complaint of George E. Mattingly and others, in this Court exhibited against him,
This defendant, if he is a proper party to the proceedings in this case, and required by law to answer the said Bill of Complaint, this for for answer to so much of said bill, as he is advised it is material for him to answer, answering, Says! that he admits he holds a judgment agst the said George E. Mattingly and also a judgment against Ignatius E. Mattingly, as stated in the said Bill of Complaint, and consents to a partition, or division, of the Real Estate Mentioned therein,- as therein prayed.

Saml C. Hammett
Atty. for J. Walter Carpenter.

Filed Aug-22/89.

Answer of Francis V. King

The answer of Francis V. King to the Bill of Complaint filed against him in the above cause by the law he is required to answer.
He admits the matters & things alleged against him in said Bill and consents that a decree for Partition may passed as therein prayed.

Francis V. King

Filed Aug. 27, 1889.

Decree and Order to issue Commission missing from the files.

Commission

State of Maryland, St. Mary's County to wit:
The State of Maryland to John R. D. Reeves, Daniel J. Payne, Thomas C. Edwards, George H. Goddard, and James J. Abell Esquires Greeting:
Know ye that we have pursuant to an order of the Circuit Court for Saint Mary's County, sitting as a Court of Equity, passed on the 28th day of August, 1889, in a cause therein between George E. Mattingly and others Plaintiffs and Ignatius E. Mattingly and others Defendants, fully authorized and empowered you or a majority of you to go to, enter upon, walk over, and survey the real estate in the proceedings in said cause mentioned, called Mattingly's Hope & St. Johns" cont. 238 acres "Rattlin Rest" cont. 133 acres, "Fathers Rest" cont. 63 acres "Part Chance & Hayden's Discovery" cont. 131

acres. "Blackman's Delight" cont. 22 acres and "Fenwick's Gain" cont. 50 acres, being the real estate of which the late George L. Mattingly died seized and possessed, and divide the same into six equal parts, having regard to quantity and quality, (if in your opinion the the said real estate be susceptible of such division with advantage to all the parties interested therein) and to allot one part thereof to each of the Plaintiffs Mary C. Morgan, George E. Mattingly, Thomas H. Mattingly, Margaret T. Mattingly and Eleanora Mattingly and one part to the Defendant Ignatius E. Mattingly, and if, in your opinion, the said real estate be not susceptible of such division, with advantage to all the parties interested therein then that you proceed to divide the same into such lesser number of parts as you may deem most to the advantage of all the parties interested therein and ascertain the value of each part thereof, subject to any incumbrance thereon, having regard as aforesaid to quantity and quality.

And if, in your opinion the said real estate will not admit of division without loss or injury to the parties, then that you make return of your said judgment and the reasons upon which the same was formed, with the real value of said estate, subject to any incumbrance thereon.

And that you make out or cause to be made and a plat and certificate of the said real estate and of the division thereof, with the beginning and courses and an account description of the said estate, and of the several parts thereof.

Provided, however that before you many of you shall act in the premises, you or each of you so shall act, shall each take the oath hereunto annexed, and we do give full power and authority to any one of you to administer such oath on the Holy Evangels of Almighty God.

Witness the Hon. Fredrick Stone, Chief Judge of the Seventh Judicial Circuit this 31st day of August 1889.

Issued this 31st day of August A. D. 1889.

(Court) (Seal) J. Frank Ford, Clk.

Commissioners Oath

You shall according to the best of your skill and judgment make the partition as directed by the aforegoing Commission and in all things truly and faithfully execute the powers given and perform the duties required of you by the said Commission without favor or partiality to or prejudice or ill-will

Liber No 8.

against any person or persons interested therein.
Sworn before me as to T. C. E. W. G. O., J. J. A. & Geo. N. G.

Jo. F. Morgan J. P.

Mr. J. A. J. Reeves, sworn before me.

T. C. Edwards
One of the Commissioners

Filed March 21st, 1890.

Commissioners' Return.

To the Honorable, the Judges of the Circuit Court for St. Mary's County, in Equity.
The Report of J. A. J. Reeves, Daniel J. Payne, Thomas C. Edwards, George N. Goddard and James J. Abell, Commissioners to divide the Real estate of the late George A. Mattingly, held by Mary C. Madgan, George E. Mattingly, Thomas M. Mattingly, Margaret D. Mattingly, Eleanora C. Mattingly and Ignatius E. Mattingly as Co-parceners, to your Honors respectfully represents, that in obedience to the commissions issued to them, they first qualified as said Commissioners by taking the oath thereto annexed. The said commission is herewith returned. They then gave the notice required by law and met on the premises on the 28th day of November 1889 and proceeded to execute their duties as said Commissioners. They first valued the whole land at the sum of Forty five Hundred Dollars. They then divided the said land into six equal parts as follows and allotted to each heir the portion hereafter designated. They employed John A. Chesm a competent surveyor, who has surveyed each part as will be seen by said survey herewith returned. The divisions made are as follows.
Lot No. 1. to George E. Mattingly - begins at B. where the Cedar Lane intersects the road leading from St. Joseph's Church to Chaptico, thence with the courses of the whole tract to D 2, a post, thence with the courses of Lot No 2 to Bay Oak "C", thence with Cedar Lane to the beginning, containing 180½ acres.
Lot No 2 to Ignatius E. Mattingly, begins at "C" a Bay Oak, running thence S. 29½ W. 33½ prs. S. 1¼° E. 27½ prs. N. 80° W. 87 prs. S. 86° W. 25-¾ prs. S. 31° E. 112 prs to an Elm tree, thence S. 10° E. 81¾ prs. to a cedar post at 22, thence with the whole tract to "2", thence N 16¼° E 15-3 prs to "E" a cedar tree standing by the West side of Cedar Lane, thence with Cedar Lane N 40½° W 18½ prs N 10¼° W 5-6½ prs to "1" a stob, thence with Cedar Lane to the

beginning to hop oak "C", containing 191½ acres.
Lot No 3, to Thomas D. Mattingly, begins at "E", a
boundary of Lot no 2 and runs N. 16¼° E, 2-2 prs
to "G", thence with the whole track to "H", a found
Post of Lot No. 6, 12 prs from "2-2" thence with Lot No. 6
N 2-3 & W. 8 2-½ prs. to "7" a cedar stob by the East side
of Cedar Lane, thence with Cedar Land N 78° W 41⅜-
prs N 47¼° W. 2 2-½- prs, N 40½° W 10 2-½- prs. to the beginn-
ing, containing 186 acres. We have also allotted to Lot
No 3, the small Barn across the road where the
buildings are with right of way to and around the
same, but if Barn is removed, the land upon which
it stands shall belong to Lot No 6.
Lot No 4, to Mary C. Madgan, begins at "A" and runs
with the whole track to "B" thence with Lot No 1
to "C" thence at 64½° E 162½ prs to "M", a pack,
thence at 1½° E. 91 prs to the beginning, containing
66⅔ acres. We have also allotted to Lot No 4, one
third of large Barn and one third of stable and
one-third of Corn House.
Lot No 5, to Eleanora Mattingly, begins at "C" a hop
oak by the West side of Cedar Lane and runs with
Lot No 2 to "L" thence N. 84½ E. 21½- prs to the front
of the Dwelling House, thence at 8¼° W. 4 prs.
through the House, thence East 72 prs to "L", a pack,
thence N 1½° E. 138 prs to "M", thence to the beginning,
containing 66⅔ acres. We have also allotted to Lot No 5-
one half of Dwelling House, One half of Kitchen, One half
of Meat House, One half of Dairy, One third of large
Barn, One third of Stable and One-third of Corn House.
Lot No 6, to Margaret T. Mattingly, begins at "L" and
runs with Lots No 2 to "H" thence with the whole
track to "L" thence with Lot 5- to the beginning, con-
taining 66⅔ acres. We have also allotted to Lot No 6-
One half of Dwelling House, One half of Kitchen, One
half of Meat House, one half of Dairy & One third of large
Barn, One third of Stable and one third of Corn
House, with reservation of the land upon which Barn
stands allotted to Lot No 3, in the event of the
removal of said Barn.
All of which is respectfully submitted.
All of which is respectfully submitted.

E. J. Abell
E. R. T. Reines
E. C. Edwards
Geo. W. Gaddard
Daniel J. Payne
Commissioners.

Nov. 30 - 1889.
Filed March 21st 1890.

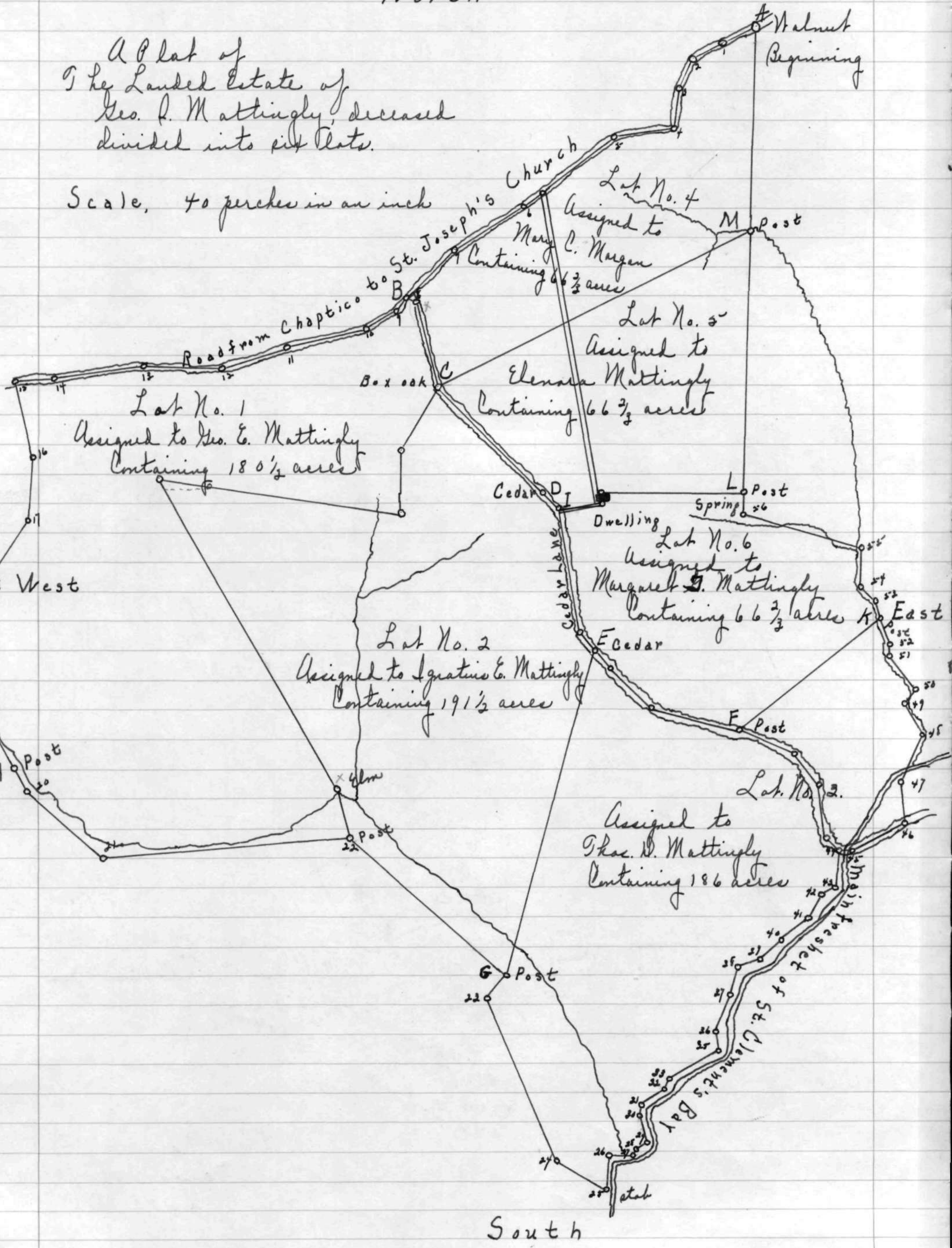
424 709 M.C.

Plat

North

A Plat of
The Landed Estate of
Geo. R. Mattingly, deceased
divided into six Plats.

Scale, 40 perches in an inch



Filed March 21, 1890.

By virtue of a request from Mr. John R. T. Reeves, Daniel Payne, Thomas C. Edwards, George H. Goddard, and James J. Alvey, Commissioners on the Real Estate of George L. Mattingly deceased, I have carefully surveyed to said Estate and divided the same into six lots as by the Commissioners directed. Beginning for the aut lines of the whole track at a walnut tree standing by the south side of the public road that leads from St. Joseph's Church to Chaptico. And Running thence with said road the following fifteen courses: S 62-½° W 16 perches to 1, S 60° W 14½- perches to 2 S 26¾° W. 14⅓ pre to 3, S 8¾° W 17½- pre. to 4, S 8¾° W 29¾- pre. to 5; S 5-3¾° W 5-2 pre to 6. S. 60½° W. 37⅔- pre. to 7 S. 42¼° 29½- pre. to 8. S 37° W 7½ pre. to 9. S 5-9° W 16 pre. to 10, S 77¾° W 38 pre to 11 S 71¾ W. 31¼ pre. to 12, N 88¾° W 36 pre. to 13, S 83° W 41½ pre. to 14, S 86¼ W 17½₀ pre. 15; thence S 14° E 36 pre. to 16, S 5-0° W 28 pre to 17, S 32¾° W 36 pre to 18, S 1½° W 5-5 pre. to 19, S 29° E 42 pre. to 20, S 21° E 46¾ pre. to 21, N 85-E 114 pre. to 22, S 5-1° E 95-½ pre. to 22 a pack, S 42° W 14 pre. to 23, S 24° E 82 pre. to 24, S 62½° E 28⅔ pre. to 25 a stak by the north side of the main fresket that emptied into the Head of St. Clements bay, thence up and with said fresket the following eighteen courses to wit: N 2½° E. 14¼ pre. to 26, N 87¼° E 11½- pre. to 27, N 17¼° E 3½ pre. to 28, N 5-7¼° E 5-½ pre. 29, N 21° W 12 pre. to 30, N 16¼° E 4¾ pre. to 31, N 5-0½° E 12¾- pre. to 32, N 22½° E 5-¾ pre. to 33 N 5-7¾° E 95-¾- pre. to 34, N 8¼° W 6⁷/₁₀ pre. to 36, N 18¼° E 16¾ pre. to 37, N 15-° E 12½- pre. to 38, N 68½° E. 10½- pre. to 39, N 42-½° E. 12⅞ pre. to 40, N 48° E 16 pre. to 41, N 22-° E 12 pre. to 42, N 68¾° E 7 pre. to 43, N 10° E 17½- pre. to 44 a stak by the south side of the public road called Cedar Lane, thence with said Road crossing the main fresket of St. Clements bay N 86¾° E 9½- pre. to 45, N 62° E 26½- pre to 46, thence N 7½° W 18⅛ pre. to 47, N 24½° E. 24 pre. to 48 by a small branch, thence up said branch N 31¾° W 15-½ pre. to 49, N 37¼° E 8⁷/₁₀ pre. to 50, N 40° W 18¾ pre. to 51, N 2¾° E 5-½ pre. to 52, N 17½° W 21½ pre to 53, N 36° W 10 pre. to 54, N 2¾° E 15-½- pre. to 55, N 75-½ W 5-7½ pre. to 56, N 1½° E 222 pre. to A the beginning. Containing 75-8 acres.

Lot No. 1 Begins at B where the Cedar Lane intersects the road leading from St. Joseph's Church to Chaptico and runs, thence with the courses of the whole track to 22 a pack, thence with Cedar Lane, N 14¾° W 40 pre. N 70¾ W 43½- pre. to the beginning. Containing 186 acres.

Lot No. 2 Begins at C a tree named in the description of Lot No. 1 and runs thence with Lot to 22 a pack in the aut line of the whole track, thence with the

709 N.E.

whole track to G. thence N 16¼° E 12-3 prs. to E a cedar tree standing by the west side of Cedar Lane, thence with Cedar Lane N 40½ W 10 2/2 prs. N 10¼° W 5-6 4/5 prs. to L a stake, thence N 45-¼° W 10 prs. to the Beginning. Containing 186 acres.

Lot No. 2 Begins at E a boundary of Lot No. 2 and runs E 16¼° E 15-2 prs. to H, thence with the whole tract to K a hound post of Lot No. 6, 12 prs. from 5-2, thence with Lot No 6 E 5-3° W 8 5-½ prs. to J a cedar stake by the east side of Cedar Lane, thence with Cedar Lane N 78° W 41 3/2 prs. N 47¼° W 2 5-4/2 prs. N 40½° W 10 2/2 prs. to the beginning. Containing 186 acres.

Lot No. 4 Begins at A and runs with the whole tract to B, thence with Lot No. 1 to C, thence N 6 4½ E 162½ prs. to M a post, thence N 1½° E 91 prs. to the beginning containing 66⅔ acres.

Lot No. 5- Begins at D a hop oak by the west side of Cedar Lane and runs with Lots No. 1 & 2 to L, thence N 84½ E 21½ prs. to the front of the Dwelling House, thence N 8¼° W 4 prs. through the house, thence East 72 prs. to L, a post, thence N 1½° E 128 prs. to M, thence to the beginning. Containing 66⅔ acres.

Lot No. 6 Begins at L and runs with Lots 2 & 3 to H, thence with the whole track to L, thence with Lot No. 5- to the beginning. Containing 66⅔ acres.

Surveyed November 18th, 1889 by
Jno. W. Crane Jr.

Revised Line between Lot No. 1 and Lot No. 2.

Beginning at C, a hop oak, the same being a boundary ~~[illegible]~~ of Lot No. 4 and Lot No. 5: Running thence E 49½° W 33½ prs. E 1¼° E 27½ prs. N 80° W 87 prs. E 86° W 22-¾ prs. E 31° E 113 prs. to an Elm thence E 10° E 21¾ prs. to a cedar post at 22. Lot No. 1 now contains 180½ acres. Lot No. 2, 191½ acres.

Revised March 13th, 1890,

Filed March 29th 1890.

Confirm of Commissioners Report
Absolute.

It is hereby ordered this 28 day of April, 1893, that the report of Commissioners dividing the land in the above case be ratified absolutely no cause having been shown to the contrary, although the same has laid in this Court for two terms & more

J. Parran Crane
Associate Judge

Filed Apl. 28, 1893.

In the Matter of the Sale of the Mortgaged Premises of Samuel Tripp Williams, unmarried, Mortgagor, by Wm. Aleck Baker, attorney-assignee	In the Circuit Court for St. Mary's County, Maryland. In Equity No. 1904 M. E.

Order to Docket Suit etc.

Mr. Clerk:

Please docket suit in the above entitled cause, file the mortgage and assignment thereof, fix the penalty in the bond to be filed by the above named attorney-assignee, and enter the appearance of Wm. Aleck Baker as Solicitor for the Assignee.

Wm. Aleck Baker
Solicitor for Assignee.

Filed January 18, 1940.

Mortgage

This Mortgage, Made this 2d day of May in the year nineteen hundred and thirty-seven by Samuel Tripp Williams, unmarried.

Whereas, the said Samuel Tripp Williams is justly indebted unto Griffith D. Dunbar in the full and just sum of five hundred dollars ($500.00) to be repaid with interest at the rate of six per centum per annum payable semi-annually and has given therefor to the said Griffith D. Dunbar his promissory note of even date herewith for the sum of $500.00 drawn to the order of the said Griffith D. Dunbar and payable one year after date and also his two interest notes each for the sum of $15.00 of even date herewith, drawn to the same order and payable respectively six months and twelve months after date and wishing to better secure the prompt and punctual payment of said notes as the same shall become due, these presents are executed.

Now This Indenture, This mortgage witnesseth that in consideration of the premises and the sum of one dollar the said Samuel Tripp Williams doe- hereby grant and convey unto the said Griffith D. Dunbar, his heirs and assigns all those lots, tracts or parcels of land situate, lying and being in the Seventh Election District of St. Mary's County and State of Maryland and described as follows, that is to say: Beginning for the same at a stake set on the shore of St. Clements Bay, thence with said bay shore in a north easterly direction 200 feet to a stake set at the boundary of the lot which formerly belonged to Robert Robinson thence in a north westerly direction with the line of said

lot to the dwelling house road thence with said road 250 feet to a stob set at the boundary of the land formerly belonging to Anna E. White thence in an easterly direction into said land to the place of beginning. The above described land is designated as Lots No. 2 and 3 on a revised plat of Breezie Point Beach recorded among the Land Records of St. Mary's County Maryland, in Liber J. W. W. No. 7 Folio 250. And being all and the same land conveyed by Gertrude Grant to the said Samuel Tripp Williams by deed dated April 16 1926 and recorded among the Land Records of St. Mary's County aforesaid.

And it is mutually agreed that the said Samuel Tripp Williams shall have the privilege of paying the principal and accrued interest at any time before said mortgage shall become due.

Together with the buildings and improvements thereon and the rights, roads, ways, water privileges, appurtenance 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 Griffith D. Dursler his heirs and assigns forever.

Provided, that if the said Samuel Tripp Williams his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five Hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said Samuel Tripp Williams shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Samuel Tripp Williams for himself, his heirs, personal representatives and assigns, does hereby agree and covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same,

or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Griffith D. Dursler his personal representatives or assigns, or Philip H. Harvey Jr. his Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, Their or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives 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 commission to trustees making sale under the orders or decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagor for his heirs, personal representatives and assigns, do hereby agree and covenant

to pay, and the said Mortgagee, his personal representatives or assigns, or Philip N. Marsey Jr. his said Attorney, shall not be required to release 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said for personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured, in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Dollars, and to cause the policy to be effected thereon, to be so framed as endorsed, and in case of fire, to inure to the benefit of said Mortgagee personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test:
Geo. P. Miles.

Samuel Tripp Williams (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby Certify, that on this 3d day of May in the year nineteen hundred and thirty-seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel Tripp Williams the Mortgagor named in the aforegoing Mortgage and did acknowledge the aforegoing Mortgage to be his act. At the same time also appeared Philip N. Marsey Jr. attorney and agent for the said Griffith D. Chesser 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.

(N. P.)
(Seal)

Geo. P. Miles
Notary Public.

Received for Record May 1, 1937, at 12:45 o'clock P. M. Same day recorded in Liber J. M. M. No. 6 Folio 125 &c., one of the Mortgage Records of St. Mary's County, Md., and examined per

Jas. M. Mattingly,
Clerk.

Cost of Record $3.75 Pd.

I hereby assign the within mortgage to William Aleck Loker for the purpose of foreclosure.
Witness my hand and seal this 10th day of January 1940.

Griffith P. Dursler (Seal)

Received this 18th day of January, 1940 at 2:30 o'clock P. M., for record, and same day recorded in Liber J. M. M. No. 6 folio 156, one of the Mortgage records of St. Mary's County and examined per me.

C. Benedict Greenwell,
Clerk.

Filed January 18, 1940.

Statement of Mortgage debt.

Statement of the Mortgage Claim of Griffith P. Dursler under the Mortgage filed in the above entitled case:

Principal amount of Mortgage	$3-00.00
Interest at 6 per cent from 11/2/37 to 1/3/40	62.00
To taxes paid and costs of redemption	17.00
	$3-82.00

Filed January 18, 1940.

Order prescribing penalty of bond.

Whereas, understand by virtue of a mortgage from Samuel Tripp Williams, unmarried, to Griffith P. Dursler, filed in the above entitled cause, and assigned to Wm. Aleck Loker, attorney, for the purpose of foreclosure, by assignment appearing upon the said mortgage, the said attorney-assignee was empowered to sell the property mentioned and described in said mortgage, and whereas the said attorney-assignee has expressed his intention of selling the said property, the contingency for the sale having occured, and has requested the undersigned, the Clerk of Circuit Court for St. Mary's County, Maryland, to prescribe the penalty in the said attorney-assignee's bond, and under and by virtue of the Acts of Assembly of Maryland made and provided in such cases and in conformity thereunto I do therefore prescribe that the penalty in said bond shall be in the sum of One thousand Dollars.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

 1904 N. E.

Filed January 18, 1940.

Bond.

Bond No. Q 162601

Know All Men By These Presents, That we, Wm. Uhler Laker, Attorney-Assignee, as Principal and the Royal Indemnity Company of New York, as Surety, are held and firmly bound unto the State of Maryland in the full sum of One Thousand ($1000.00) Dollars, to be paid to the said State or its certain attorney; to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators, representatives, successors and assigns, jointly, severally and firmly by these presents, sealed with our seals and signed by our hands and dated this 14th day of February, 1940.

Whereas, the above bounden Wm. Uhler Laker, Attorney-assignee, by virtue of the power contained in a mortgage from Samuel Tripp Williams, unmarried, to Griffith P. Worsley, dated May 3rd, 1937, and recorded among the Mortgage Records of St. Mary's County, Maryland, in Liber J. M. M. No. 6, Folio 12-27, and duly assigned to Wm. Uhler Laker for the purpose of foreclosure, was given power to sell the property mentioned in said mortgage in case of default; and default having occured, said Attorney-assignee has caused suit to be docketed under title "In the matter of the sale of the mortgaged premises of Samuel Tripp Williams, mortgagor, by Wm. Uhler Laker, Attorney-assignee," being No. 1904 N. E. Equity, in the Circuit Court for St. Mary's County, Maryland, now pending in said Court.

Now If The Condition Of The Above Obligation Is Such that if the above bounden Wm. Uhler Laker, attorney-assignee, shall well and faithfully perform the trust reposed in him by the said mortgage or that may be reposed in him by any decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and effect in law.

Test as to Principal and Surety
Wm. G. Fenwick.
Wm. G. Fenwick (Typed)

(Corp.) (Seal)

Royal Indemnity Company of New York
By: John R. Henry (Seal)
Attorney-in-fact.
John R. Henry (Typed)
Wm. Uhler Laker (Seal)
Wm. Uhler Laker (Typed)
Attorney-Assignee.

Recorded in Bond Record Liber J. M. M. No. 1, Folio 111.

Within Bond with Surety hereby approved this 14th day of February, 1940.

C. Benedict Greenwell
Clerk.

Filed February 14, 1940.

Bill
Premium on Bond

2/14/40

Wm. Aleck Laker
1940
2/14 A 162601 Royal Indemnity Co. $10.00.

Filed February 14, 1940.

Report of Sale.

To the Honorable Judges of the said Court:

The report of Wm. Aleck Laker, attorney-assignee of the mortgage in the above entitled case, empowered by the said mortgage to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with surety for the faithful performance of the trust and power deposed in him by the said mortgage and after having complied with all other prerequisites required by law and the terms of the mortgage, by publication in the St. Mary's Beacon, a newspaper printed and published in St. Mary's County, Maryland, he did, pursuant to the said notice, attend at the Court House door in Leonardtown, St. Mary's County, Maryland, on February 17th, 1940, at the hour of Eleven o'clock A. M., and then and there proceed to sell the said property in manner following, that is to say:

Said Attorney-assignee offered at public auction to the highest bidder the real estate described in and conveyed by the said mortgage and sold the same to Griffith P. Dyson at and for the sum of $625.00, he being then and there and for that sum the highest bidder therefore, and said attorney-assignee further reports that the said purchaser has complied with the terms of sale to his satisfaction by making a deposit required on the day of sale, and he is satisfied that the purchaser will fully comply with the terms of sale at the time of the final ratification of the same.

Respectfully submitted:

Wm. Aleck Laker
Wm. Aleck Laker (Typed)
Attorney-Assignee.

State of Maryland, St. Mary's County, to-wit:

I hereby certify that on this 21st day of February, 1940, before me, the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared Wm. Aleck Laker, assignee of the mortgage mentioned in the above report of sale, and made oath in due form of law that the matters and facts stated in the aforegoing report are true to the best of his knowledge and belief and that the said sale was fairly made.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of Circuit Court for
St. Mary's County,
Maryland.

Filed Feby. 21, 1940.

Certificate of Publication of Notice of Sale.

In the Circuit Court for St. Mary's County, Maryland

This is to certify that the appended Assignee's Sale has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for 4 successive weeks, prior to the 17th day of February, 1940 and that the first publication appeared in the issue of Jan 26, 1940.

A. F. King
Publisher
St. Mary's Beacon
per L. M. King

(Wm. Aleck Laker, Attorney)

Assignee's Sale of Waterfronts Lots situate on St. Clements Bay in the Seventh Election District of St. Mary's County, Md.

Under and by virtue of the power of sale contained in a mortgage from Samuel Tripp Williams, unmarried, to Griffith L. Thrasher, dated May 3rd, 1937, and recorded among the Mortgage Records of St. Mary's County, Maryland, in Liber J. M. M. No. 6, folio 152, the same having been duly assigned to Wm. Aleck Laker attorney for the purpose of foreclosure, default in the terms of the said mortgage having occured, the said attorney-assignee will offer at public sale at the Court House door in Leonardtown, Maryland, on the 17th day of February, 1940 at 11 o'clock A. M. the real estate in said mortgage described, that is to say:

Lots No. 2 and No. 3 as designated on a revised plat of the subdivision known as "Breezy Point Beach" recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 7, folio 350.

The above mentioned lots have a frontage on

on St. Clements's Bay of 200 feet, are unimproved, are ideal building lots and they are beautifully and conveniently situated.

Terms Of Sale: A deposit of $150.00 will be required of purchaser on the day of sale and the balance in cash, at final ratification of sale. All costs of conveyancing and recording including stamps and taxes, to be borne by purchaser.

Wm. Alvin Loker
Attorney-Assignee.

Filed Feby. 21, 1940.

Auctioneer's Certificate

This is to certify that I acted as auctioneer for the sale of the land described in Lots No. Two and No. Three in Breezy Point Subdivision, situate in the Seventh Election District of St. Mary's County, Maryland, and more particularly described in a mortgage from Samuel Tippe Williams to Griffith D. Dunkley, dated May 3rd, 1937, and recorded among the Mortgage Records of St. Mary's County, Maryland, in Liber J. M. M. No. 6, folio 12-14 and filed in Equity No. 1904 N. E., in the Circuit Court for St. Mary's County, Maryland, and I sold the said land at public auction at the Court House door in Leonardtown, Maryland, on Saturday, February 17th, 1940, at Eleven o'clock A. M., to Griffith D. Dunkley for the sum of $625.00, he being there and there and for that sum the highest bidder therefore. I do further certify that the said sale was fairly made.

J. Gerald Abell
J. Gerald Abell (Typed)
Auctioneer.

Filed Feby. 21, 1940.

Order Nisi

Ordered by the Circuit Court for St. Mary's County, Maryland, this 21st day of February, 1940, that the report of the sales of the real estate made by Wm. Alvin Loker, Attorney-assignee of the mortgage filed in the above entitled case, on February 21st, 1940, and duly reported to this Court, be ratified and confirmed unless cause to the contrary be shown on or before the 18th day of March, 1940, provided a copy of this Order Nisi be published in some newspaper published in St. Mary's County, Maryland, for four successive weeks prior to the said 18th day of March, 1940.

The report of sale states that the property sold for $625.00.

C. Benedict Greenwell,
Clerk.

Filed Feby. 21, 1940.

Order of final ratification of Sale and Reference to Auditor
Ordered, this 28th day of March, 1940, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the aforegoing entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, altho due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause, and the Attorney-Assignee is to be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor, to whom this cause is hereby referred.

Wm Mowell Loker
Judge.

Filed Mar. 28, 1940.

Certificate of Publication

In the Circuit Court for St. Mary's County, Maryland
This is to certify that the annexed Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 18th day of March, 1940 and that the first publication appeared in the issue of Feb. 23rd 1940.

A. F. King
Publisher
A. F. King

Ordered by the Circuit Court for St. Mary's County, Maryland, this 21st day of February, 1940, that the report of the sale of the real estate made by Wm. Mowell Loker, attorney-assignee of the mortgage filed in the above entitled case, on February 21st 1940, and duly reported to this Court, be ratified and confirmed unless cause to the contrary be shown on or before the 18th day of March, 1940, provided a copy of this Order Nisi be published in some newspaper published in St. Mary's County, Maryland, for four successive weeks prior to the said 18th day of March, 1940.

The report of sale states that the property sold for $6 $2.00.

C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Mar. 28, 1940.

Bill: St. Mary's Beacon
To William Aleck Laker, Assignee
Leonardtown, Md.
in re: Case 1904 N. E.

1904		
Jan 26	To publishing Assignee's Sale	
Feb. 2-9-16	Waterfronts Lots at St. Clements Shore	
	3 in 4 T	$24.50
Feb. 23	To publishing Order Nisi on Sale	7.50
Mar. 1-8-15	" " " " " Audit	7.50
		$39.50

Paid 4/11/40
A. F. King

Filed Apr. 1, 1940.

Auditor's Report.

In account with Wm. Aleck Laker, Attorney-Assignee.

By proceeds from sale of real estate, per his report.		$632.00
To amount due C. Benedict Greenwell, Clerk, his fee		$ 16.00
" " " Wm. Aleck Laker, Attorney, his fee.		$ 30.00
" " " Wm. Aleck Laker, Attorney-Assignee, Com.		38.10
" " " St. Mary's Beacon, Advertising		39.20
" " " John R. Drury, Agent Premium on Bond		10.00
" " " J. Gerald Abell, Auctioneer, his fee		2.00
" " " Aloysius F. King, Auditor, his fee		9.00
" " Distributable to Mortgage		487.40
	$632.00	$632.00

By amount distributable to mortgage, as above $487.40
To amount due Griffith P. Harder, mortgagee to apply on mortgage principal, interest and costs of redemption, amounting to $282.72 $487.40

$487.40 $487.40

1904 N. E.

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them, has stated the within account, first charging the Attorney-Assignee with the proceeds from sale, per his report, and, after crediting him with the costs and commissions, the net balance is distributed to the mortgagee in part payment of his principal, interest and expense, leaving a deficiency of $98.32.

All of which is respectfully submitted,

Alan J. King
Auditor.

Filed April 8, 1940.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of April, 1940, that the report of the Auditor made, stated and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the 6th day of May, 1940, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said 6th day of May, 1940.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed April 8, 1940.

Receipt.

April 15, 1940.

Received of William Aleck Loker, attorney-assignee, the sum of Four Hundred Eighty-five ($485.00) Dollars, being the amount due me as shown by auditor's report filed in the Circuit Court for St. Mary's County, in Equity No. 1904 N. E., for which said sum of money I do hereby release, exonerate and discharge William Aleck Loker, his personal representatives and assigns, hereby declaring myself fully paid and satisfied.

Test:
Adrian P. Fisher

Griffith P. Dunker

Filed May 14, 1940.

Certificate of Publication of Order Nisi on Auditor's Report

In the Circuit Court for St. Mary's County, Maryland.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 6th day of April, 1940 and that the first publication appeared in the issue of 12 April 1940.

A. F. King.
Publisher

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded on page 438 of this book.

Filed July 1, 1940.

1906 H. E.

Cara Clarke, individually and as next friend to Richard Clarke, Bernadette Clarke, & Harald Clarke, Infants. Plaintiffs vs. Richard Clarke, Bernardette Clarke & Harald Clarke, all infants; First National Bank of St. Mary's, & County Trust Co. of Md. Judgment Liners Defendants	In the Circuit Court for St. Mary's County, Maryland. In Equity. No 1906 H. E.

Bill for Confirmation of Private Sale of Infants Interest in Real Estate

To the Honorable, Judge of the Circuit Court:

Your Oratrix, Complaining Says:

1. That Bernard Clarke, died in the year 1925 seized and possessed of certain real estate, situate, lying and being on St. Jerome Creek, in the First Election District of St. Mary's County, State of Maryland, formerly called and known as "Etmore" but now more commonly called and known by the name of "Bea Hill" containing one hundred (100) acres, more or less, being all and the same property that was conveyed by deed, dated July 17th, 1915 to the said late Bernard Clarke by John J. Krause and Katie E. Krause, his wife, said deed is recorded in Liber E. B. H. No. 14, Folio 123, one of the land records of St. Mary's County, Md.
A certified copy of said deed is herein filed marked Plaintiffs Exhibit A.

2. That being so seized and possessed the said Bernard Clarke, departed this life intestate, leaving the following heirs at law:
A widow, Mrs. Cara Clarke.
A son, Harald Clarke, infant
A son, Richard Clarke infant
A daughter, Bernardette Clarke, infant
A daughter, Evelyn Clark Eliff who intermarried with Ryan Eliff
A daughter, Alma Clark Lynch who intermarried with Joseph Lynch, Jr.
A daughter, Bernice Clark Many who intermarried with William O. Many
A daughter, Elizabeth Clarke Fiske who intermarried with Albert H. Fiske.
A daughter, Philo Clarke, Single.

& Ann. James Clarke, single.
2. That your Oratrix, acting for the best interest and advantage of the said infants as well as for her own best interest and advantage have negotiated for the sale of said property hereinbefore mentioned and all their right, title and interest that they may have in the one acre of land excepted in said deed, to Calvert F. Long for the sum of $8000.00 of which $500.00 has been paid prior to the signing of the Contract of Sale and the balance to be paid in Cash at the time of the conveyance.
That said sale upon the terms aforesaid is a fair and advantageous sale of real estate and it will be to the best interest and advantage of the said infants defendants to consummate and which said sale will be consummated upon the approval and confirmation of the same by Your Honor.
A Copy of Contract of Sale herein filed, marked Plaintiffs Ex. B.
4. That the First National Bank of St. Mary's at Leonardtown, Md. and the County Trust Company of Md. are judgment liens.
To the end, therefore:
That the said infants residing in St. Mary's County, Md. may answer the premises and that the sale of their interest in the aforesaid real estate negotiated to be sold as aforesaid, may be approved and confirmed by this Honorable Court, and that a Trustee may be appointed to consummate said sale, and convey the said infants' interest in said real estate to the said Calvert F. Long.
That Your Oratrix may have such other and further relief as the case may require.
May it please your Honor to grant unto your Oratrix the writ of subpoena directed to the said Richard Clarke, Bernadette Clarke and Harold Clarke, all infants, First National Bank of St. Mary's at Leonardtown, Md. and the County Trust Co. of Maryland commanding them and each of them to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.
And In Duty Bound, Etc.

Philip N. Harvey Jr.
Joseph D. Weiner
Solicitors for Plaintiff.

Filed Feby. 12, 1940.

Plaintiff's Exhibit "A"

U. S. R. Stamps Eight Dollars Cancelled

This Deed, Made this 17th day of July, in the year Nineteen hundred and fifteen, by and, John J. Krause and Katie E. Krause, his wife, of Baltimore City, State of Maryland, Witnesseth:-

That in consideration of the sum of Eight Thousand Dollars, the receipt of which is acknowledged, the said John J. Krause and Katie E. Krause, his wife, do grant unto Bernard Clark, of Saint Mary's County, State of Maryland, his heirs and assigns in fee simple, all that tract or parcel of land, situate, lying and being on St. Jeromes Creek in the First Election District of St. Mary's County, State of Maryland, formerly called and known as "Etmore," but now more commonly called and known by the name of "Pea Hill" containing One Hundred Acres, more or less, including in this conveyance all oyster beds adjoining said land or which lie under the water bordering on said land and which were laid out, used and possessed by the late Charles C. Ricards. It being all the property and the rights, thereto which was conveyed to the said John J. Krause and Katie E. Krause, his wife, by deed dated July 31st 1901 from Daniel W. Dwyer, as will appear by reference to Liber E. B. A. No. 2, Folio 189 et seq., one of the land records of St. Mary's County. Except the right and title of Robert K. Pollack and James H. McAbee in the One Acre of land sold and conveyed to them by the grantors herein and particularly described in a deed dated April 29th 1902 and recorded among the Land Records of St. Mary's County in Liber E. B. A. No 3, Folio 189 et seq.

Together with the improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or appertaining, and especially and particularly all oyster rights and all oyster beds lying adjacent to or in anywise connected with or used with said land.

And the said John J. Krause and Katie E. Krause, his wife, do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

As witness our hands and seals the day and year first above written.

Test:
Walter R. Heath.

John J. Krause (Seal)
Katie E. Krause (Seal)

State of Maryland, Baltimore City, to wit:—

I Hereby Certify that on this 17th day of July in the year nineteen hundred and fifteen, before me the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John J. Krause and Katie E. Krause, his wife, and did each acknowledge the aforegoing deed to be their respective act.

As witness my Hand and Notarial Seal.

(N. P.)
(Seal)

Walter R. Heath
Notary Public

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Deed from John J. Krause and wife, to Bernard Clark, dated July 17th, 1915; as recorded in Deed Liber E. B. G. No. 14, Folio 123 et seq. one of the Land Records of Saint Mary's County, State of Maryland, on the 19th. day of July, 1915; at 3:00 o'clock P. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 12th day of February, in the year one thousand nine Hundred and forty.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed Feby. 12, 1940.

Plaintiff's Exhibit "B"

This Agreement made this day of January, 1940, in duplicate, by and between Cara Clark individually and as guardian and next friend of Richard Clark, Bernadette Clark and Harold Clark, her infant children, hereinafter referred to as the seller, and Calvert Long hereinafter referred to as the buyer.

Witnesseth: That for and in consideration of a deposit made this day by Calvert Long in the sum of Five Hundred ($ 500.00) Dollars, the receipt of which is hereby acknowledged by the said Cara Clark, the said Cara Clark on behalf of herself and on behalf of her minor children hereby agrees to sell unto Calvert Long all that property described in a deed from John J. Krause and Katie E. Krause, his wife, to Bernard Clark, deceased husband of Cara Clark, including whatever right, title and interest she or all of the heirs of Bernard Clark may have in the one acres of land excepted in

the said deed, which said deed is recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. G. No. 14, Folio 123.
And the said Calvert Long hereby agrees to buy the said land subject to the following conditions:
First: Title to said property shall be in fee simple in the Heirs of the said Bernard Clark, deceased, and title must be passed to the satisfaction of the attorney of the said Calvert Long.
Second: The Circuit Court for St. Mary's County, Maryland, in Equity, must confirm the sale of the said infants' interest in the said property and said proceedings must be conducted in accordance with the usual procedure in such case made and provided by law.
Third: The full purchase price to be $8,000.00, $5-00.00 of which has been deposited at the execution of this agreement.
Fourth: If, in the event, a clear title cannot be given or if the Court refuses to confirm the sale of the infants' interest the deposit shall be returned and this contract shall be declared null and void.
And the said Cara Clark for herself and for the infant defendants hereby agree to give a good and merchantable title to the said property and hereby agree that if the other adult Heirs of the said Bernard Clark refuse to sign a deed then the sale shall be declared not binding and the deposit shall be returned to the said Calvert Long.
Title examination, deed, tax and revenue stamps, both State and Federal, shall be at the expense of the buyer. The cost of the Equity proceedings necessary in this matter shall be borne by the seller.
Witness, the hands and seals of Cara Clark and Calvert Long.

Mrs. Cara Clarke (Seal)
Calvert F. Long (Seal)
Evelyn Clarke Eliff
Alma Clarke Lynch
Bernice Clarke Many
Elizabeth Clarke Fickle
Philo Clarke
James Clarke
Ryan Eliff
Joseph A. Lynch
Wm. P. Many
Albert R. Fickler

Filed Feby. 12, 1940.

Authority to use name as Next Friend

To the Honorable, Judge of the Circuit Court:

I, Cora Clarke, widow, do hereby grant unto Philip H. Harvey and Joseph D. Weiner, attorneys, authority to use my name as next friend to Harold Clarke, Bernadette Clarke, Richard Clarke.

Witness my hand and Seal, this 8th day of February, 1940.

Witness:
J. R. Henry.

Mrs. Cora Clarke (Seal)

Filed Feby. 12, 1940.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland.

To Richard Clarke, Bernadette Clarke, Harold Clarke (All Infants) of Saint Mary's County Greeting:

We Command and Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of March, 1940 to answer the Bill of Complaint of Cora Clarke, ~~in~~ individually and as next friend, for private sale of infants interest in real estate of Bernard Clark, deceased. against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland this 12th day of February, 1940.

Issued 12th day of February, 1940.

J. (Court) (Seal)

C. Benedict Greenwell, Clerk.

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned the within Infant Defendants by reading subpoena to them and copy left with each one. Copy also left with Cora Clarke, mother of said infants, and with whom said infants reside.

H. E. Clarke.
Sheriff.

Filed Feby. 23, 1940.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To The First National Bank of St. Mary's at Leonardtown, Md. a body corporate, Liener. of Saint Mary's County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of March, 1940 to answer the Bill of Complaint of Cora Clarke, individually and as next friend, for private sale of infants interest in real estate of Bernard Clark, deceased. against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland this 12th. day of February, 1940.

Issued 12th. day of February, 1940.

J. Cabell (Seal) J. Benedict Greenwell, Clerk.

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defence in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned the within body corporate by service on R. Bascom Brantz, Jr., Cashier, of said body corporate and copy left with him.

W. E. Clarke
Sheriff.

Filed Feby. 23, 1940.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To County Trust Company of Maryland, a body corporate of Saint Mary's County, Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of March, 1940 to answer the Bill of Complaint of Cora Clark, individually and as next friend

for private sale of infants interest in real estate of Bernard Clark, Deceased. against you in said Court exhibited.
Hereof fail not, as you will answer the contrary at your peril.
Witness, the Honorable Walter J. Mitchell Chief Judge of the Seventh Judicial Circuit of Maryland the 12th. day of February, 1940
Issued 13th. day of February, 1940.
(Court) J. C. Benedict Greenwell,
(Seal) Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Marys County, Maryland, within fifteen days after the return day.

Summoned the within body corporate, by service on Stephen M. Jones, Cashier of said body corporate and copy left with him.

W. E. Clarke
Sheriff.

Filed Feby. 23, 1940.

Answer of County Trust Company of Maryland, a body corporate
To the Honorable, Judge of Said Court:
The Answer of County Trust Co. of Maryland, one of the defendants in the above entitled case, to the Bill of Complaint filed in the above case, respectfully represents:
1. That they are informed that the matters and things set forth in the Bill of Complaint are true. But because they have no actual knowledge of these facts, they neither admit nor deny the allegations therein.
2. That they are judgment liengrs of Cora Clarke and the late Bernard Clarke in the amount of $700.00 with interest from October 14, 1939.
3. That they consent to the passage of any decree by this Honorable Court, which is just and proper.
And as in Duty Bound, Etc.

John N. T. Briscoe
Solicitor for Defendant.

Filed Feby. 28, 1940.

Answer of First National Bank of St. Marys at Leonardtown.

To the Honorable Judges of the said Court:

The answer of The First National Bank of St. Marys at Leonardtown, a body corporate, one of the defendants in the above entitled cause, by Wm. Ulrich Loker, its attorney, to the Bill of Complaint filed therein against it and others, respectfully represents:

1. That it is the holder of certain judgments against Cora Clarke and the late Bernard Clarke, one of which secures the sum of $717.00 and interest from the 2nd day of December, 1939, and the other secures the sum of $386.05 and interest from the 5th day of December, 1939.

2. That it is informed that the other matters and facts set forth in the said Bill of Complaint are true, but it has no actual knowledge of those facts hence it neither admits nor denies the allegations thereof.

3. That it consents to the passage of such decree as will protect the interest of this defendant and will seem just and proper to this Honorable Court.

Wm. Ulrich Loker
Attorney for The First National Bank of St. Marys at Leonardtown.

Filed Feby. 28, 1940.

Petition and Order of Court appointing Guardian Ad Litem

To the Honorable, the Judge of said Court:

The petition of the Plaintiffs in this cause respectfully represents unto your Honor:

That Richard Clarke, Bernadette Clarke and Harold Clarke, all infants defendants in this cause, have been duly summoned.

That said defendants have no legal guardian.

Wherefore your Petitioners pray this Honorable Court to appoint a Guardian Ad Litem to appear and answer for the said Infant Defendants, and suggest that William G. Fenwick who has no interests whatever in this suit, be appointed Guardian ad Litem.

And As in Duty bound, etc.

Philip H. Harvey, Jr.
Joseph D. Weisel
Solicitors for Plaintiffs

Ordered by the Circuit Court for St. Marys County,

Maryland, in Equity, this 28 day of February, 1940 upon the foregoing petition that William G. Fenwick be and he is hereby appointed Guardian ad Litem for the Infant Defendants named in the aforegoing petition to appear and file his answer in their behalf.

Wm. Meredith Loker
Judge of the Circuit Court.

Filed Feby. 28, 1940.

Answer of Infant Defendants by their Guardian Ad Litem

To the Honorable, Judge of said Court:

The answer of Richard Clarke, Bernadette Clarke & Harold Clarke, all Infant Defendants named in Plaintiffs Petition, by William G. Fenwick duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the said Defendants being Infants under the age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint, and therefore, submit their rights to the protection of this Honorable Court.

And as in duty Bound, etc.

Wm. G. Fenwick
Guardian ad Litem

Filed Feby. 28, 1940.

Petition and Leave to take Testimony and appointment of Special Examiner

To the Honorable, Judge of said Court:

The petition of the Complainants in the above entitled case, respectfully represents:

That all of the defendants have been duly summoned and have filed their answers, said answers of infants having been filed by Guardian ad Litem, submitting their rights to the protection of this court.

Your Petitioners therefore pray this Court to pass an order in the premises granting leave to take testimony before Wm. Aleck Laker, Special Examiner to support the allegations of the Bill of Complaint heretofore filed in this case.

Philip H. Harvey Jr.
Joseph H. Weister
Solicitors for Plaintiffs

Upon the aforegoing petition, it is this 28th day of February, 1940 by the Circuit Court for St. Mary's County, Md. (in Equity)

Ordered that leave be, and it is hereby granted to the Complainants, in the above entitled case to take testimony before Wm. Aleck Laker, Special Examiner, to

support the allegations of the Bill of Complaint heretofore filed in this case.

Wm. Mearell Loker,
Judge of the Circuit Court.

Filed Feby. 28, 1940.

Examiner's Return of testimony with three (3) exhibits

To the Honorable Judges of the said Court:

Leave of Court first having been obtained and notice of a desire to take testimony having been given me by the Solicitors for the Plaintiffs, I, Wm. Albert Loker, Special Examiner, in the above entitled case, having first been appointed, duly qualified and sworn, met on the 6th day of March, 1940, and appointed the 6th day of March, 1940, at Ten o'clock A. M., as the day and time, and the office of Wm. Albert Loker as the place, at which last mentioned day, time and place I attended and in the presence of the Plaintiff and the Solicitors for the Plaintiff and their witnesses proceeded to take the following interrogatories and the answers thereto:

Messrs. Philip H. Dorsey, Jr., and Joseph H. Heiner, Solicitors for the Plaintiff called the following witness and propounded the questions.

Mrs. Cora Clarke, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.

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

A. Cora Clarke, age 44, Ridge, St. Mary's County, Maryland, housewife.

Q. If who was Bernard Clarke and state if he is living or ded.

A. Bernard Clarke was my husband. He is dead.

Q. Was he seized and possessed of any real estate at the time of his death; if so, please describe the same.

A. He owned property at the time of his death that was called "Elmfarm" and it is located at Ridge, St. Mary's County, Maryland, and contains 100 acres, more or less.

Q. State whether he died testate or intestate and who are his heirs at law to take the above mentioned property.

A. He left no will and his heirs at law are the following: Cora Clarke, his widow, Harold Clarke an infant son, Richard Clarke an infant son, Bernadette Clarke and infant daughter, a daughter Evelyn Clarke Cliff who married Ryon Cliff, a daughter,

Alma Clarke Lynch who married Joseph Lynch, Jr. a daughter Bernice Clarke Many who married William P. Many, a daughter, Elizabeth Clarke Fisher who married Albert H. Fisher, a daughter Philo Clarke who is single and a son James Clarke who is single.

Solicitors for Plaintiff, herewith file certified copy of a deed from John J. Krause and Katie E. Krause, his wife, to Bernard Clarke, dated July 17th, 1912; and recorded among the Land Records of St. Mary's County, Maryland in Liber E. B. L. No. 14, folio 123, marked "Plaintiff's Examiner's Exhibit A"

Q. Have you entered into a contract of sale with Calvert F. Long for the sale of the above mentioned property for $8000.00, less any expenses incident to the sale of the property which is to be paid pro rata, and do you consider the aforesaid terms a fair and adequate sale of the said real estate and would it be to the best interest and advantage of the said infant defendants for the said sale to be consummated upon the approval and confirmation of the same by the Court? If so give your reasons for your answer.

A. I have entered into a contract of sale with Calvert F. Long for a sale of the property for $8000.00 and any expenses incident to the sale will be taken proportionately from the share of the heirs. I consider the price fair and reasonable and to the best interest of the infants interest and advantage because it is better to sell the property than to let the farm get away from us. The property is depreciating. We owe money on the farm.

Q. Has any deposit been made to you by the purchaser.

A. Yes, a deposit of $500.00.

Q. I show you a paper purting to be a contract between you and Calvert F. Long by the terms of which Calvert F. Long is to purchase the property described therein for the sum of $8000.00 dated January — 1940, marked "Contract of Sale" and filed in No. 1906 N. E. and ask if that is the contract with Calvert F. Long that you have referred to in your testimony.

A. (Witness examined the paper proffered). It is the contract.

Solicitors for the Plaintiff herewith file original Contract of Sale between Cala Clarke and Calvert Long, dated January —, 1940, filed in No. 1906 N. E., on February 12th, 1940, marked "Plaintiff's Examiner's Exhibit B."

Q. Are there any improvements upon the property.

A. There is a dwelling in fair repair, and house and buildings which are practically gone.

In answer to the general interrogatory propounded by the examiner, the witness answered "No Sir."

Test:
Wm. Aleck Laker
Special Examiner.

Cara Clarke
Cara Clarke (Typed)

J. Frank Raley, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.

Q. State your name, age, residence and occupation.
A. J. Frank Raley, aged 36, residence Ridge, St. Mary's County, Maryland, my occupation is that of a merchant.
Q. Do you know the parties to this suit.
A. Yes.
Q. Are you familiar with the property known as "Elmore" located at Ridge, St. Mary's County, Maryland, which the late Bernard Clarke was seized and possessed of at the time of his death. If so, please describe the same.
A. I am familiar with the property. The improvements consist of a dwelling which is in fair repair; a small shed and garage in bad condition, one barn that is practically down -- all the outside buildings are not good at all.
Q. Mrs. Clarke has entered into a contract of sale with Calvert F. Long for the sale of the property for $8000.00 which is to be paid in cash at the time of conveyance, from which the costs incident to the sale will be deducted pro rata from the share of each of the heirs; do you consider the said sale upon the terms aforesaid to be a fair and advantageous one and would it be to the best interest and advantage of the said infant defendants to consummate and which said sale will be consummated upon the approval and confirmation by the Court.
A. I certainly do. The sooner they dispose of the property the better, it will be because it is depreciating fast. There is no one to manage the farm and most of the buildings are gone. Most of the children live in Washington.

In answer to the general interrogatory propounded by the examiner the witness answered "I think if Mrs. Clarke keeps holding the property that all of the buildings will soon be gone, including the dwelling."

Test:
Wm. Aleck Laker
Special Examiner

J. Frank Raley
J. Frank Raley (Typed)

Theadore L. Khury, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.
Q. State your name, age, Residence and occupation.
A. Theadore L. Khury. 5-2, Ridge, St. Marys County, Maryland, sea-faring.
Q. Do you know the parties to this suit.
A. I do.
Q. Are you familiar with the property known as "Etmore" located at Ridge, St. Marys County, Maryland, which the late Bernard Clarke was seized and possessed of at the time of his death. If so, please describe the same.
A. I know the property. There is a dwelling in fair shape-- the rest of it is in very bad shape-- there is only one other building that could be repaired.
Q. Mrs. Clarke has entered into a contract of sale with Calvert T. Long for the sale of the property for $8000.00 which is to be paid in cash at the time of conveyance. From which the costs incident to the sale will be deducted pro rata from the share of each of the heirs; do you consider the said sale upon the terms aforesaid to be a fair and advantageous one and would it be to the best interest and advantage of the said infant defendants to consummate and which said sale will be consummated upon the approval and confirmation by the Court.
A. I think so. For the last two or three years I understand that Mrs. Clarke has had to borrow money to pay taxes and interest. The property has been steddily going back. The only little help she had was from oysters and they are gone. Mrs. Clarke has no help, no team, no buildings to do any thing with.

In answer to the general interrogatory propounded by the examiner the witness answered: That in my opinion, if she does not get rid of the property soon it will be sold under the hammer and it won't bring the contract price.

Test:
Wm. Aleck Loker
Special Examiner

Theadore L. Khury
Theadore L. Khury (Typed)

Joseph W. Weiner herewith filed copy of judgment of Harrison Hobbs Vs. Robert Eliff and Mary E. Eliff, Dkt. Appls. No 2, September Term 1929, same being marked "Examiner's Exhibit 'C'."

No other witnesses being named or produced before me, I then at the request of the Solicitors for the Plaintiff closed the depositions taken and now return them

Dated under my hand and seal this 7th day of March, 1940, to this Honorable Court together with the examiner's exhibits filed by the Solicitors for the Plaintiff.
Witness my hand and seal:

Wm. Ulrich Loker (Seal)
Special Examiner.

Costs and expenses of the above commission on the part of Plaintiff:

Wm. Ulrich Loker, Special Examiner	$8.00
J. Frank Raley, witness	.75
Theodore L. Maury, witness	.75
	$9.50

Filed March 6, 1940.

Plaintiff's Examiner's Exhibit "A"

For "Plaintiff's Examiner's Exhibit A" see "Plaintiff's Exhibit 'A'" recorded on page 442 of this book.

Re-filed March 6, 1940.

Plaintiff's Examiner's Exhibit "B"

For "Plaintiff's Examiner's Exhibit B" see "Plaintiff's Exhibit 'B'" recorded on page 443 of this book.

Re-filed March 6, 1940.

Plaintiff's Examiner's Exhibit "C"

In the Circuit Court
For St. Mary's County
C. Benedict Greenwell, Clerk.

No. 2 Docket Vol. Appts.
Term September, 1929 Page 10

Harrison Hobbs
Plaintiff

Vs.

Robert R. Cliff
Mary E. Cliff
Defendants

Plaintiff's Costs $8.00
Defendant's Costs
September 23, 1929. Judgment in favor of Plaintiff for $1,500.00 with interest from September 21, 1929 and costs; with rights of exemption waived and 10 per cent Attorney's fee for collection

True Copy Test:
C. Benedict Greenwell,
(Court) (Seal) Clerk.

Received payment of $3.00
Clerk's Costs 9-23-29

Wm. G. Fenwick, Deputy
Paid by John H. T. Briscoe, Atty.

Filed March 6, 1940.

Order Nisi

Ordered this 7th day of March in the year one thousand nine hundred & forty by the Circuit Court for St. Mary's County, Maryland, In Equity, that the interest of Richard Clarke, Bernadette Clarke and Harald Clarke, all infants, the same being a three-eighths (3/8) of a two-thirds (2/3) undivided interest, in and to all that part of the land called and known as "Etmare" but now more commonly called and known by the name of "Sea Kill" containing one hundred Acres of land, more or less sold at a private sale to Calvert F. Long at and for the sum of $8000.00, as stated in the Bill of Complaint filed in the above entitled cause be ratified and confirmed, unless cause to the contrary be shown on or before 4th day of April, 1940 provided a copy of this order be published in some newspaper published in St. Mary's County, Maryland once each week for three successive weeks before the said 4th day of April, 1940.

Wm. Mennell Loker
Judge of the Circuit Court.

Filed March 7, 1940.

Certif. of Publication of Order Nisi

In the Orphans' Court for St. Mary's County, Maryland.

This is to certify that the appended Notice to Creditors has been published in the Saint Mary's Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks, prior to the 4 day of April 1940, and that the first publication appeared in the issue of March 7, 1940

Philip N. Harvey, Jr.
Publisher
per J. Freeman Wallace.

For "Order Nisi" see "Order Nisi" recorded on page 455 of this book, just immediately prior to the recording of the Certificate of Publication.

Filed Apr. 5, 1940.

Final Decree and Appointment of Trustees.

The above cause standing ready and being submitted without argument the proceedings were read and considered.

It is thereupon, this 6th day of April, 1940 by the Circuit Court for St. Mary's County, Maryland in Equity, adjudged, Ordered and Decreed that the

sale of the infants interest in and to the real estate mentioned and described in these proceedings, called and known as "Pea Hill" containing one hundred acres of land, more or less, which sale was made by the heirs at law of the late Bernard Clarke, to Calvert F. Long, be ratified and confirmed absolute the Order Nisi passed by this Honorable Court on the 7th day of March, 1940 having been duly published four successive weeks before the said 4th day of April, 1940 as shown by the Certificate of Publication filed therein and no cause to the contrary appearing.

And it is further adjudged, Ordered and Decreed that Philip H. Harvey, Jr. and Joseph D. Steiner be and they are hereby appointed Trustees to convey to the said Calvert F. Long, by a good and sufficient deed, the interest of the said infants in and to the real estate above mentioned and described, free and clear of and discharged from all claims of the said parties hereto, Complainants and Defendants and those claiming by, from and under them, upon the payment of the sum of $1777.71 that being the interest of the said infants in the proceeds from the sale of the aforesaid real estate. And the manner of the proceedings of the Trustees shall be as follows: they shall first file with the Clerk of the Circuit Court for St. Mary's County, Md. a bond to the State executed by themselves and surety to be approved by this Court, or by the Clerk thereof, in the penalty of $2000.00 for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any further order or decree in the premises. And the said Trustees shall bring into this Court the money arising from said sale to be distributed under direction of this Court, after deducting the pro-rated costs and expenses of this suit, including the usual commission allowed Trustees and the remaining costs and expenses to be paid by the parties in equal amounts.

Wm. Mennell Laker
Judge of the Circuit Court.

Filed April 6, 1940.

Bond

Know all Men By These Presents, That we, Joseph D. Steiner and Philip H. Harvey, Jr., as Principal and

Hartford Accident & Indemnity Company, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, as Surety are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars ($2000.00) to be paid to the said State or its certain attorney to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of April in the year one thousand nine hundred & forty.

Whereas the above bounden Joseph H. Heiner and Philip H. Harvey, Jr. by virtue of a decree of the Circuit Court for St. Mary's County, Maryland in Equity passed April 6th, 1940 in a cause entitled wherein Mrs. Cora Clarke and others are Complainants and Richard Clarke and others are Defendants, being number 1906 M. E. were appointed Trustees to sell real estate of the infants mentioned in the proceedings above referred to.

Now the Condition of the above obligation is such, That if the above bounden Joseph H. Heiner and Philip H. Harvey, Jr. Trustees as aforesaid do and shall well and faithfully perform the trust reposed in them, by said decree or that may be reposed in them by any further decree or order in the premises, then the above obligation to be void otherwise to remain in full force and virtue in law.

Witness as to all:
Harry Heiner
Harry Heiner (Typed)

Philip H. Harvey Jr. (Seal)
Philip H. Harvey Jr. (Typed)
Joseph H. Heiner (Seal)
Joseph H. Heiner (Typed)
Ike Heiner (Seal)
Ike Heiner (Typed)
Attorney in fact of
Hartford Accident &
Indemnity Co.

(Corp.)
(Seal)

Recorded in Bond Record Liber J. M. M. No. 1 Folio 113.

Within Bond with Surety approved this 9th day of April, 1940.

C. Benedict Greenwell,
Clerk.

Filed April 9, 1940.

Administratrix's Account - Estate of Bernard Clarke

In the Orphan's Court for St. Mary's County, State of Maryland Mrs. Cara Clarke, administratrix of the estate of Bernard Clarke, late of St. Mary's County, deceased, charges herself with the amount of inventary of the personal estate:

Appraised Value $412.00

And she craves an allowance for the following payments and disbursements, to wit:

1% inheritance tax on appraised value of real estate, less judgments liens - $5000.00 less $1800.00 $32.00

Funeral Bill - Receipt within filed 200.00

Notice to Creditors - Receipt within filed 12.00

Amount due Orphan's Court - Register 18.50

Amount due Administratrix - 9% Commission 37.25

1% tax on Administratrix Commission 3.72

Amount due George C. Roach - money borrowed to pay taxes. 220.00

Total Disbursements $522.58

Overpayments $108.58

True Copy, Test:
J. Warren Guy.
Register of Wills

(Reg. of Wills) (Seal)

Filed Apr. 9, 1940.

Tax Bill - 1939.

No. 117

Mr. Bernard Clarke, Est. 1 District
P. O. Ridge

To Wm. P. Vice, County Treasurer, Dr.

Taxes for year 1939 Due September 1, 1939

To County Tax on $500 @ rate $1.07 on $100		$23.55
To State Tax on $	rate 22 35/100c on $100	11.69
		65.24
To interest on County Tax from Sept. 1, 1939		2.68
To interest on State Tax from Sept. 1, 1939		.58
		$68.50

Filed Apr. 10, 1940.

Auditor's Report

In account with Joseph M. Steiner and Philip N. Marsey, Jr., Trustees.

By proceeds of sale of infants interest in real estate $1,777.77

To amount due C. Benedict Greenwell, Clerk, his fee		$ 31.50
" " "	Jos. M. Steiner & Philip N. Marsey, Jr. Attys.	30.00

To amount due John N. T. Briscoe, Dep't. Atty.
his fee. $5.00
" " " Wm. Aleck Loker, Dep't. Atty.,
his fee 5.00
" " " J. W. Weiner & P. N. Harvey, Jr.,
Trustees, Com. 186.67
" " " Wm. Ernest Clarke, Sheriff,
his fee 5.00
" " " Wm. Aleck Loker, Special
Examiner, his fee 8.00
" " " J. Frank Raley, Witness,
his fee .75
" " " Theodore L. Drury, Witness,
his fee .75
" " " St. Mary's Enterprise, Advertising 10.00
" " " Wm. P. Price, Co. Treas., Taxes,
1939 68.50
" " " Ike Weiner, Agent, Prem. on
Bond 10.00
" " " Cora Clarke, Admx., overpay-
ment on estate 108.55
" " " Alapius F. King, Auditor,
his fee 9.00
$386.75

Infants interest in costs, taxes, etc. 2/9 $86.39
Balance distributable to infants 1691.38
$1,777.77 $1,777.77

By amount distributable to infants, as supra $1,691.38
To amount due The First National Bank
of St. Mary's at Leonardtown,
2/9 of Judg. Prin. & Int. $87.67
" " " The First National Bank of
St. Mary's at Leonardtown,
2/9 of Judg. Prin. & Int. 164.78
" " " County Trust Company of
Md., 2/9 of Judg. Prin.
Int. & Costs. 164.98
" " " Richard Clarke, Infant,
2/27 of balance 424.65
" " " Bernadette Clarke, Infant,
2/27 of balance 424.65
" " " Harold Clarke, Infant,
2/27 of balance 424.67
$1,691.38 $1,691.38

To the Honorable, the Judges of said Court:
Your Auditor reports to the Court that he has examined the papers and proceedings in the

above entitled cause, and from them has stated the within account, first, charging the Trustees with the infants' interest in the sale of the real estate, and, after crediting them with their commissions, costs, and expenses of suit, taxes, and overpayment made by administratrix, the net balance due the infants, after deducting their 2/9 part of costs, is distributed to the infants, after deducting the amount necessary for them to pay their portion of the judgments due by them.

All of which is respectfully submitted.

Alay. F. King.
Auditor

April 17, 1940.

Filed April 18, 1940.

Order Nisi on Auditor's Account

Ordered this 22 nd day of April in the year one thousand nine hundred and forty, by the Circuit Court for St. Mary's County, Maryland in Equity, that the Account stated by Auditor in the above entitled case, be ratified and confirmed unless cause to the contrary be shown on or before 3rd Monday May, 1940. Providing a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of four successive weeks before the said 3rd Monday in May next.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County, Md.

Filed April 22, 1940.

Certificate of Publication of Order Nisi on Auditor's Report

This is to certify that the appended notice in The News, a newspaper printed and published in St. Mary's County, Md. once a week for 4 successive weeks, the first appearing in the issue of April 26 th and the last in the issue of May 17, 1940.

Joseph D. Heiner,
Editor

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Account" recorded on page 460 just immediately prior to the recording of the Certificate of Publication.

Filed May 24, 1940

Final Order of Ratification of Auditor's Report.

Ordered, by the Circuit Court for St. Mary's County, Maryland in Equity this 29th day of May, 1940 that the report of the Auditor filed in the above entitled case 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 heretofore passed and published as evidenced by the Certificate of Publication herewith filed.

Wm. Mennell Loker
Judge of the Circuit Court
for St. Mary's County, Md.

Filed May 29, 1940.

1902. N. E.

The Upper Ashburton Realty Company, a body corporate, and J. Brooks Mellar. Vs. Uriel Beagley	In the Circuit Court for St. Marys County, Maryland. In Equity. No. 1902 N. E.

Bill of Complaint and Two Exhibits

To the Honorable Judges of the said Court:—

Your orator, The Upper Ashburton Realty Company, a body corporate of the State of Maryland, and J. Brooks Mellar, by Wm. Aleck Loker, their attorney, complaining say:

First: That The Upper Ashburton Realty Company, a body corporate, is the legal owner of the fee simple title to a certain tract or parcel of land situate, lying and being in the First Election District of St. Marys County, Maryland, called and known as "Part of Crast's Manor" and containing 1 a. 1 rd. and 17.5 square perches of land, more or less, having acquired the same by a deed to The Upper Ashburton Realty Company from the J. Brooks Mellar Company, Incorporated, dated December 9th, 1920, and recorded among the Land Records of St. Marys County, Maryland, in Liber J. M. M. No. 7, folio 180, a certified copy of which is herewith filed as part hereof, marked "Complainant's Exhibit 'A'."

Second: That heretofore, to wit, on or about the 27th day of October, 1928, a certain Uriel Beagley of Washington, District of Columbia, agreed, by instrument in writing duly executed and recorded among the aforesaid Land Records in Liber J. M. M. No. 11, folio 295, to purchase the aforesaid property at and for the sum of four thousand dollars, of which the sum of five hundred dollars was paid at the time of executing the said agreement, and by the terms of the said agreement the balance of the purchase price was to be paid, with interest thereon payable semi-annually, in certain installments as set forth therein; and by the terms of the said agreement your orators agreed to sell and convey the said land unto the said Uriel Beagley upon the terms and conditions set forth in said agreement, wherein it is mutually agreed that time should be of the essence of the contract, a duly certified copy of said agreement is herewith filed as part hereof and marked "Complainants Exhibit 'B'."

Third: That after the execution of the said agreement the said Uriel Beagley entered upon the said

property and occupied the same until on or about the 15th day of October, 1939, at which time she abandoned the said property.
Fourth: That since November 1st, 1939, the said Uel Beagley has failed to make the payments due, as of that time and prior thereto, as provided under the terms of the aforesaid agreement, namely: One interest payment (6% on $2500.00) due October 27th, 1939; State and County taxes levied against the said property for the year 1939 and for the year 1938; and a payment of $200.00 on the balance of the purchase price, due November 1st, 1939.
Fourth: That your orator have frequently demanded said payments of the said Uel Beagley but the latter has failed to pay them and refuses to pay the same and your orator have been greatly inconvenienced, and put to considerable expence, thereby.
Fifth: That prior to her abandonment of the said property and since that time, the said Uel Beagley, or her agent, servants, employees or representatives, have injured the permanent buildings and improvements upon the said property and your orator has reason to believe, and does believe, that they will continue to injure the said property and harass and annoy your orator's possession of the same.
Sixth: That after the aforesaid default occurred, your orator, by its duly authorized agents and representatives, entered upon the said property and took possession of the same and now has possession of the same.
Seventh: That having possession of the said property and considering the default of the said Uel Beagley, your orator has recently negotiated for a sale of the sale of the said property but the prospective purchaser refuses to accept title unless and until the aforesaid agreement with Uel Beagley, (which he considers, upon advice of his attorney, a cloud upon the title,) has been duly and legally declared forfeited, null and void.
Eighth: That unless the said agreement with the said Uel Beagley is declared forfeited, null and void, and the cloud on title, thereby created, is removed by appropriate decree of this Honorable Court, your orator will be continually annoyed and harassed in its ownership and possession of the said property and seriously hampered in its ability to dispose of the same.

To The End Therefore:
1. That the said agreement with Vael Beagley may be declared forfeited, null and void, and of no effect and that the cloud on your orator's title to the aforesaid land, thereby created, be removed.
2. That the said Vael Beagley, her agents, servants, representatives and assigns, may be immediately enjoined from entering upon the said property and from removing, or otherwise injuring or molesting, the said property or the buildings or improvements thereon.
3. That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the Order of Publication giving notice to Vael Beagley, a non-resident of the State of Maryland, (whose last known address is 6 & St. Street, N. W., Washington, D. C.,) of the object and substance of this Bill and warning her to be and appear in this Court on some certain day to be named therein to show cause, if any she has, why a decree should not be passed as prayed.

And as in duty bound, etc.

Wm. Aleck Loker,
Attorney for Complainant.

State of Maryland, Anne Arundel County, to-wit:
I hereby certify that on this 2nd day of January, 1940 before me, a Notary Public of the State and aforesaid County aforesaid, personally appeared J. Brooks Mellor, Vice-President of The Upper Ashburton Realty Company, a body corporate, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge and belief and also that he is duly authorized to make this affidavit on behalf of the said body corporate.
Witness my hand and Notarial Seal:

(N.P.)
(Seal) J. McCauley Brenan
Notary Public

Filed Janu. 4, 1940.

Plaintiff's Exhibit "A."

This Deed, made this 9th. day of December in the year One Thousand Nine Hundred and Thirty by The J. Brooks Mellor Company Inc. and The Upper Ashburton Realty Company Inc. both

of Baltimore City, State of Maryland:

Witnesseth, that for and in consideration of the sum of Five Dollars and other valuable consideration the receipt of which is hereby acknowledged, the said J. Brooks Millar Co. Inc. does grant and convey to The Upper Cashburton Realty Co. Inc. all that tract or parcel of land lying in the first district of Saint Mary's County, commonly called and known by the name of Path of Cross Manor and containing 15-4 acres 1 rod 17. 5-4 square perches of land more or less according to a survey made by Charles A. Heard on the 17th. and 18th. days of June 1921 more particularly described in a deed from Mrs. A. E. Thomas Lilburn on June 22, 1927 to The J. Brooks Millar Co. Inc. for reference see J. M. M. Liber # 5, Folio 216 etc.

Being a part of a tract of land which was conveyed to Mrs. A. E. Thomas Lilburn by Robert C. Combs and Ellen Combs his wife, dtd. on about November "0 Twentieth, in the year One Thousand Eight Hundred and Ninety Nine. (1899) and recorded in the office of the Circuit Court for Saint Marys County on the 4th. day of December, One Thousand Eight Hundred and Ninety Nine, for reference thereto see Liber E. B. A. #1 Folio 182 Etc.

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

To Have and to Hold the said tract of land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileg appurtenances and advantages, and particularly the reparian rights, thereto belonging or appertaining unto and to the proper use and benefit of The Upper Cashburton Realty Company Inc. of Baltimore City, its heirs and assigns in fee simple.

And the said J. Brooks Millar Company Inc. hereby covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said property as may be requisite.

In testimony whereof it has this day placed its corporate seal and caused its President to sign same.

Test:
Clara Ruth Johnson.

(Corp.)
(Seal)

The J. Brooks Millar Company Incorporated
By J. Brooks Millar
President

 1903 N. E.

State of Maryland, Baltimore City to wit:

I Hereby Certify that on this 9th day of December One Thousand Nine Hundred and Thirty, before me a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared J. Brooks Miller, president of The J. Brooks Miller Company Incorporated and acknowledged the foregoing deed to be his act.

(N. P.) Clara Ruth Johnson
(Seal) Notary Public

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from The J. Brooks Miller Company Incorporated to The Upper Ashburton Realty Company Inc. dated December 9, 1930 as recorded in Deed Liber J. M. M. No. 7, 7 folio 180 one of the Land Records of St. Mary's County, State of Maryland, on the 20th day of December, 1930, at 10:30 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Mary's County, State of Maryland, this 4th. Day of January, in the year one thousand nine hundred and forty.

(Court) C. Benedict Greenwell,
(Seal) Clerk of the Circuit Court
for Saint Mary's County
Maryland.

Filed Jany. 4, 1940.

Complainant's Exhibit "B"

Contract of Sale

This Agreement, made this 27th. day of October, 1938 between J. Brooks Miller and The Upper Ashburton Realty Company parties of the first part and Ruel Bagley Part of the second part

Witnesseth that the first parties do hereby bargain and sell unto the said party of the second part and the latter doth hereby purchase from the former, the following described property situate, lying and being in the first district of Saint Mary's County Maryland described as follows.

Being all of the farm known as "Part of Cross Manor" bordering on Smith's Creek between the villages of Saint Inigoes and Beachville, which farm contains 1 3/4 acres 1 rood and 17.5 square perches of land more or less and described by metes and

bounds in a survey made by Charles G. Heard, surveyor on 17th. & 18th. of June 1921, which description is contained in a deed from Mrs. A. E. Thomas Lilburn to J. Brooks Miller Co. for reference see Liber J. M. M. # 5, Folio 216.

Whereas for the price of Four Thousand Dollars ($4000) of which sum Five Hundred Dollars has been paid prior to the signing hereof and the balance is to be paid as follows. Five Hundred Dollars each November 1st., 1939 Five Hundred Dollars November 1st, 1940 Five Hundred dollars November 1st., 1941 at which date a deed shall be executed conveyed the property by a good and merchantable title to the party of the second part subject to a 3 year mortgage for the sum of Two Thousand Dollars.

Taxes for beginning November 1st., 1938 shall be paid by party of second part.

It is agreed by the party of the second part that at any time after the signing of this contract, if the first party is able to secure a mortgage for balance funded from some Federal or private firm or individual, that she will take title and execute said mortgage paying off the first party in full.

Time is the essence of this contract and the second party hereby agrees to fulfill the tenancy agreement existing between the first party and William T. Ahell.

Witness. (Corp.) (Seal)

Signed The Upper Ashburton Realty Co.
By J. Brooks Miller
V. P.

Signed J. Brooks Miller (Seal)
Signed Emel Beasley (Seal)

State of Maryland Anne Arundel County to wit.

I Hereby certify that on this 27 day of October 1938 before me the subscriber a Notary Public of the State of Maryland for and in Anne Arundel County aforesaid personally appeared J. Brooks Miller Vice President of The Upper Ashburton Realty Company and also as an individual and Emel Beasley the parties to the above contract and acknowledged the foregoing contract to be their respective acts.

Witness my hand and notarial seal.

(N. P.) (Seal)

J. McCaurey Brennan
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the Agreement between The Upper Ashburton Realty Co. and J. Brooks Miller,

individually, and Uriel Beagley, dated Oct. 27, 1928, as recorded in Liber J. M. M. No. 11, Folio 298, one of the Land Records of St. Mary's County, State of Maryland, on the 29th day of December, 1928, at 11:20 o'clock A. M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for St. Mary's County, State of Maryland, this 4th day of January, in the year one thousand nine hundred and forty.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court for
Saint Mary's County,
Maryland.

Filed January 4, 1940.

Order of Publication

The object of this suit is to have a contract between The Upper Cedarhurst Realty Company, J. Brooks Millar, and Uriel Beagley, dated October 27th, 1928, and recorded among the Land Records of St. Mary's County Maryland, in Liber J. M. M. No. 11, folio 298, declared forfeited, null and void and to remove the cloud on title, thereby created, from the Complainant's land therein described and also to have the said Uriel Beagley, her agents, servants, representatives and assigns, immediately enjoined from entering upon the said land and from removing, or otherwise injuring or molesting, the same or the buildings or improvements thereon.

The Bill in substance states:

That the Complainant, The Upper Cedarhurst Realty Company, is the legal owner of the fee simple title to the land described in said contract and being a tract or parcel of land situate, lying and being in the First Election District of St. Mary's County, Maryland, called and known as "Part of Broad Manor", containing 1 5-4 acres, 1 rod and 17.5-4 square perches, of land, more or less, and being the same that was conveyed to the Complainant, The Upper Cedarhurst Realty Company, by deed from The J. Brooks Millar Company, Incorporated, dated December 9th, 1930, and recorded among the aforesaid Land Records in Liber J. M. M. No. 7, folio 180.

That under the terms of the said agreement the said Uriel Beagley agreed to purchase the above described land upon the considerations therein set forth; and after the execution of the said contract she entered upon the said property and occupied the same until on or about October

15th, 1939, when she abandoned the same.
That the said Vael Beagley has failed to make several payments due under the said contract and refused to pay the same; and she, her agents, servants, employees or representatives, have injured and damaged and will continue to injure and damage the buildings and improvements upon the said property.
That The Upper Potomac Realty Company now has possession of the said property and has negotiated a sale of the same, but the prospective purchaser refuses to accept title unless and until the said contract with Vael Beagley, (which he considers, upon advice of his attorney, a cloud upon the title) has been duly declared forfeited null and void.
That unless the relief sought by the Bill is granted, the Complainant will be continually annoyed and harassed in its ownership and possession of the said property and seriously hampered in its ability to dispose of the same.
That the said Vael Beagley, whose last known address is 68 U. Street, Northwest, Washington, District of Columbia, is a non-resident of the State of Maryland and is absent therefrom.
It is therefore ordered, this 4th day of January, 1940, by the Circuit Court for St. Marys County, Maryland, in Equity, that the Complainant, by causing a copy of this Order of Publication to be inserted in some newspaper printed and published in St. Marys County, Maryland, once in each of four successive weeks before the 5th day of February, 1940, give notice to the said absent Defendant, Vael Beagley, warning her to appear in this Court, in person or by solicitor, on or before the 21st day of February, 1940, to show cause, if any she may have, why a decree should not be passed as prayed.

C. Benedict Greenwell
C. Benedict Greenwell (Signed)
Clerk of the Circuit Court for
St. Marys County, Maryland.

Filed Jany. 4, 1940.

Certificate of Publication of Order of Publication

In the Circuit Court for St. Marys County, Maryland.
This is to certify that the appended Order of Publication has been published in the Saint Mary's Beacon, a newspaper published in St. Marys County, Maryland once a week for four successive weeks, prior to the 5th of February 1940 and that the

1903 N.E.

first publication appeared in the issue of Jun. 6; 1940.

G. F. King,
Publisher
by Sara M. King

For "Order of Publication" see "Orders of Publication" recorded on page 469 of this book, just immediately prior to the recording of the "Certificate of Publication."

Filed Mar. 12, 1940.

Decree Pro Confesso and leave to take testimony

The defendant in the above entitled case having been duly notified of the object of this suit by Order of Publication, as will appear from Certificate of Publication herewith filed, and having failed to appear in this case and answer the same within the time prescribed by Order of this Court dated January 4th, 1940. It is Therupon, this 12th day of March, 1940, by the Circuit Court for St. Marys County, Maryland, in Equity, Adjudged, Ordered and Decreed that the Plaintiff is entitled to relief in the premises and that said Bill of Complaint be taken Pro Confesso against the Defendant; and it is further ordered and decreed that leave be granted to the Plaintiff to take testimony before one of the standing examiners of this Court for the purpose of supporting the allegations of the Bill.

Wm. Mitchell Laker,
Judge.

Filed Mar. 12, 1940.

Examiner's return of testimony with two exhibits

To The Honorable, The Judges Of said Court:—
Leave of Court first having been obtained and notice having been given me by the Solicitor for the Complainants of a desire to take testimony, I, Robert E. Wiggington, the Standing Examiner of the Circuit Court for St. Marys County, Maryland, in Equity, met on the 13th day of March, 1940, and appointed the 14th day of March 1940 at 11:00 o'clock A. M. as the day and time and the office of Robert E. Wiggington as the place for the taking of said testimony, at which last mentioned day, time and place I attended and in the presence of J. Brooke Millar, and Wm. Aleck Laker, attorney for the plaintiffs, proceeded to take the following interrogatories and the

Answers thereto.

No appearance being entered for the defendant.

J. Brooke Mellar, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded by Wm. Allen Baker, Solicitor for Plaintiff.

1. State your name, age, residence and occupation.
A. J. Brooke Mellar, 59 years, Severna Park, Anne Arundel Co., Md., Real Estate.
2. What if any position do you hold with the Upper Ashburton Realty Co.
A. Vice President and manager.
3. Does the Upper Ashburton Realty Co. own any real estate in St. Mary's County Maryland.
A. Yes. They own real estate in St. Mary's Co. Md.
4. Will you briefly describe the same stating if you know how title was acquired.
A. They own, 150 acres plus located near St. Inigoes on Smith's Creek which was acquired in 1930 from The J. Brooke Mellar Co., Inc. It is know as part of Cross Manor.
5. Do you know Uriel Bagley?
A. Yes.
6. Did the Upper Ashburton Realty Co have any dealing with Uriel Bagley relative to the property known as part of Cross Manor and described in the answer to the preceding question.
A. Yes, they entered into a contract of sale with her for the above mentioned property on Oct. 27, 1938.
7. Who arranged for the sale of this property to Uriel Bagley.
A. I did as manager and Vice President.
8. Was there any terms in the contract with Uriel Bagley with regard to time of fulfillment of its terms.
A. There were. The purchaser paid $500 cash and agreed to pay $500 a year for three years with interest and taxes at the end of which time the total sum of $2000 having been paid the seller agreed to furnish title and accept a mortgage of $2000 for balance. Time was of the essence of the Contract.
9. Was this contract which the Upper Ashburton Co. had with Uriel Bagley reduced to writing.
A. Yes, it was.

Plaintiff's solicitor herewith files with Examiner a certified copy of the contract with Uriel Bagley marked Plaintiff's Examiner's exhibit B, and also certified copy of deed from J. Brooke Mellar Co., Inc. to the Upper Ashburton Realty Co., inc. dated Dec. 9, 1930, and recorded

1903 N. E.

in Liber J. M. M. No. 7. Folio 180, marked Plaintiff's examiners exhibit A. The contract is recorded in Liber J. M. M. 11, Folio 298 and dated Oct. 27, 1938.
10. What if any part of the consideration for this property has been paid?
A. $5-00 down payment.
11. Have the terms of the agreement been complied with to date.
A. No.
12. State in particular wherein Uriel Bagley has defaulted in the terms of the contract.
A. Since Nov. 1, 1939, demand having been made the said Uriel Bagley has failed to make the payment due as of that date and prior thereto which payment were six months interest on $35-00 at 6% per annum, $5-00 cash on the principal and state and County taxes to date.
13. Has the Upper Ashburton Realty Co. made demands on Uriel Bagley for the payments due under the contract.
A. They have. On Oct. 30, 1939, in answer to my demands for payment, Mr. Bagley called me on the phone and stated that he was unable to pay the entire amount due. He asked me if I would accept a payment of $300 and take their note for 90 days for the balance to which I agreed. And he promised to bring the same to my office at 12 noon on Nov. 1. At 12 noon he called me, stating that He was in Washington, D.C. at his home and would be unable to be unable to be at my office until 10 o'clock the following morning. Would I be satisfied at that. To which I consented. He did not show up at the time appointed and I have never heard from them or seen them since.
14. Have you addressed any formal demands to Uriel Bagley regarding payments or the installments of amounts due under the contract and if so with what results.
A. I have sent them various letter to which I have received no reply. One of which letters was registered and was returned without deliver. This letter was sent to 68 4. Street, N. W., Washington, which address they claimed they owned and was their Washington, D.C. Phone. The registered letter was returned marked by the post office "Out during delivery Hours".
15. As a result of the default of Uriel Bagley under the contract set forth, has the Upper Ashburton Realty Co suffered any inconvenience or been put to any expense.
A. It has. The contract having been regarded placed a cloud on the title the company is having diffi-

culty of disposing of its property, it has made various calls & sent registered letters, and its manager has made personal visits by auto to St. Marys County in an endeavor to contact the said Uriel Beagley without success.
16. If that was the last time you heard from Uriel Beagley. November 1, 1939, when her husband called me from Washington.
17. Since that time then, has Uriel Beagley or anyone on her behalf tendered payment of the sums due under the contract or any part thereof.
A. They have not.
18. Have the 1938 County and States taxes levied upon the property in question been paid, if so please state by whom they were paid.
A. They were, I was notified by the County Treasurer that the 1938 taxes were delinquent and unless paid by a certain date the property would be sold whereupon I paid them on behalf of the Upper Ashburton Realty Co.
19. Did Uriel Beagley occupy the premises in question after the execution of the contract mentioned and if so for how long a period.
A. They took possession and occupied the property the day the contract was signed and continued in their occupancy until about the middle of October, 1939. Shortly after which time I was advised by responsible residents of the neighborhood that they had abandoned the property. Shortly after their November payments were defaulted I authorized my agent to re-enter and take possession of the property and have held possession since that time.
20. Has the property been affected in any manner and if so please describe how it has been affected.
A. I have been advised by my agent that the buildings on the property were being damaged and material taken therefrom.
21. Has the Upper Ashburton Realty Co. endeavored to dispose of the property since the default by Uriel Beagley described and if so with what results.
A. It has, on the 11th day of December, 1939, has contracted with Mr. Merrell M. Dean to sell the property to him when and if the title is cleared. The prospective purchaser deems the contract with Uriel Beagley which is a matter of record a cloud on the title and is unwilling to consummate the deal unless and until the contract with Uriel Beagley has been duly declared null and void.
In answer to the general interrogatory propounded

to the witness by the examiner, he answered The company had made every possible effort to have the Bayleys consummate their contract without success and have done every thing possible to get in touch with the Bayleys without success. they are very desireous of disposing of the property. they may have an opportunity to dispose of the property and therefore are much anxious that they be in a position to sell the property.

Test:
Robert E. Wiggington.

J. Brooks Mellor

No others witnesses being named or produced before me, I then, at the request of the solicitor for the plaintiff closed the depositions taken in the same and now return them closed to this Honorable Court together with two exhibits which were originally filed in the proceedings.
Witness my hand and seal this 14th day of March, 1940.

Robert E. Wiggington (Seal)
Examiner in Equity.

Costs and expenses of above commission on part of plaintiff.
Robert E. Wiggington, Examiner $8.00

Filed Mar. 14, 1940.

Plaintiff's Examiner's Exhibit "A"
For "Plaintiff's Examiner's Exhibit "A"" see "Complainant's Exhibit "A"" recorded on page 464 of this book.

Re-filed Mar. 14, 1940.

Plaintiff's Examiner's Exhibit "B"
For "Plaintiff's Examiner's Exhibit "B"" see "Complainant's Exhibit "B"" recorded on page 466 of this book.

Re-filed Mar. 14, 1940.

Final Decree

This cause standing ready for hearing and being submitted, the bill, testimony and other proceedings were read and considered & parte, there being no answer or appearance filed by the defendant, and counsel for the plaintiff was heard.
It is thereupon, this 13th day of April, 1940, by the Circuit Court for St. Mary's County, Maryland,

in Equity, Adjudged, Ordered and Decreed that the contract in the proceedings mentioned, purporting to have been made on the 27th day of October, 1938 between the parties to this cause, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. M. M. No. 11, folio 298, and the Record thereof, be, and the same is hereby declared forfeited, null and void and of no effect whatsoever to all intents and purposes so far as the same may interfere with, or in any manner affect, the title of the plaintiffs to the real estate mentioned and described in the said contract.

And it is further adjudged, ordered and decreed that the plaintiffs pay the costs of this suit.

Wm. Mitchell Laker,
Judge.

Filed April 13, 1940.

1900 M. E.

Radie M. Penn, Ernest B. Penn
Essie B. Penn
Complainants

Vs.
Laura J. Brookshank and
Joseph Brookshank, her husband
Carrie Rawe and Thomas Rawe,
her husband Carlisle Rawe
and Catherine Rawe, his wife,
Ethel Hawson and Frank Hawson,
her husband, William Rawe
husband of Maria Rawe,
deceased, & Lucy Millard and
Orville Millard, her husband
Josephine Byer and Norman
Byer, her husband Robert T.
Penn and Elizabeth Penn, his wife,
T. Hannon Penn and Rebecca
Penn, his wife
Defendants

In the Circuit Court
for St. Mary's County,
Maryland.
In Equity.
No. 1900 M. E.

Bill of Complaint for sale of real estate with
three Exhibits &

To the Honorable, the Judges of said Court:—
Your Orators, by Robert E. Wiggington, their solicitors,
complaining say:
First: That a certain J. Linsey Penn, late of St. Mary's
County, Maryland, deceased, departed this life on or
about the 13th day of June, 1939, intestate, seized
and possessed of the hereinafter described property
and leaving surviving him as his widow and
heirs at law, his widow Radie M. Penn, a brother
Ernest B. Penn, single, a sister Essie B. Penn,
single, all of St. Mary's County, Maryland, and the
complainants herein, a sister Laura J. Brookshank
whose husband is Joseph Brookshank, a sister
Carrie Rawe whose husband is Thomas Rawe,
all of Charles County, State of Maryland, a brother
Robert T. Penn whose wife is Elizabeth Penn,
of the State of Pennsylvania, a brother T. Hannon
Penn whose wife is Rebecca Penn, of Washington,
District of Columbia, a nephew Carlisle Rawe, a son
of Maria Rawe, a deceased sister of J. Lindsey Penn,
whose husband is William Rawe, and Catherine
Rawe, wife of Carlisle Rawe, of Baltimore City, State
of Maryland, a niece Ethel Rawe Hawson, a daughter
of Maria Rawe, deceased sister of J. Lindsey Penn
as aforesaid, whose husband is Frank Hawson, of
Washington, District of Columbia, a niece Lucy Millard
a daughter of Mary R. Burroughs, a deceased sister of

J. Lindsey Penn whose husband is E. Clarence Burroughs, now deceased, and Orailly Millard, husband of Lucy Millard, of Charles County, State of Maryland, a niece Josephine Byer, a daughter of Mary R. Burroughs, a deceased sister of J. Lindsey Penn as aforesaid, whose husband is Norman Byer of Washington, District of Columbia. All being adults, above the age of 21 years.
Second: That the said J. Lindsey Penn departed this life seized and possessed of real estate, situate, lying and being in the Fourth Election District of St. Mary's County, Maryland and described as follows, that is to say: All that tract of land lying and being in St. Mary's County, Maryland, in the Fourth Election District near the village of Chaptico, called and known as "Pleasant Hill" and containing 300 acres of land, more or less and one lot of ground contiguous to the tract above described and constituting a part thereof described in a deed to Noble L. Penn from George R. Garner et ux., dated December 18, 1885, and recorded among the Land Records in St. Mary's County, Maryland, in Liber J. W. No. 8, Folio 437, as follows, that is to say: All that lot of ground in St. Mary's County which is described as follows, that is to say: Commencing at an old Cherry Stump on the North side of the road leading from Chaptico to St. Joseph's Church and near the North southeast from the house in which Samuel Neale now lives, and thence in a straight line west of and with the ravine to a red oak tree on the line of fence dividing the land of N. L. Penn and George R. Garner and thence with said line of fence to the lot sold by George R. Garner to Mr. Samuel T. Love, thence with the line of fence between Geo. R. Garner's land and the said lot of Mr. Saml. Love to the public road and thence with the public road to the place of beginning, said lot of ground being that corner of land next to the said lot sold to Mr. Saml. Love by Geo. R. Garner as far as and into the first ravine, the division line of said lot to run west of the ravine from the stump on a public road to red oak tree as before described and the lot being a portion of the real estate of the late Henry G. Garner deeded to George R. Garner by the Commissioners appointed by the Circuit Court to divide said real estate, and the said lot of land this day sold supposed to contain about 4 acres of ground, more or less.
Excepting, nevertheless, from the land hereinbefore

described, three certain parts, portions and subdivisions thereof which were conveyed by three several deeds of the said Noble L. Penn in his lifetime, and his wife, Lydia C. Penn, as follows, that is to say:
1. To William M. Welch by deed dated February 21st. 1901, recorded among said Land Records in Liber E. B. G. No. 2, folio 75; wherein this subdivision is described as a enclosed field of the said farm called "Pleasant Hill" and bounded on the south by the public road leading from Chaptico to St. Josephs Church, on the west by a public road to Mechanicsville on the north by the land of M. H. Herman, and on the East by a fence running from said Herman's land to the aforesaid road from Chaptico to St. Joseph's Church and separating said field from the woods of the said Penn, the land thereby conveyed supposed to contain about 30 acres.
2. To William M. Welch by deed dated September 23, 1902, recorded among the Land Records in Liber E. B. G. No. 2, 7 folio 2-18, wherein this subdivision is described as "All that lot or parcel of ground situated in the Fourth Election District of St. Mary's County, which is described as follows: Beginning for the same at the southwest corner of what is commonly called and known as "Long Woods" and the southeast corner of the field lately purchased by the said William M. Welch of the said Noble L. Penn, and the north side of the public road leading from Chaptico to St. Joseph's Church and opposite the lands of R. Bruce Tippett and running 312 yards to a stone thence in a straight line north about 240 yards to the division line of H. H. Harrison, thence with said line west about 246 yards to the land lately purchased by said Welch from the said Penn, then with said division line South about 405 yards to the beginning and (2) to Lucy Ann Gray by deed dated May 26, 1908, recorded among said Land Records in Liber E. B. G. No. 7 folio 189, wherein this subdivision is described as "All that lot or parcel of ground situate in the Fourth Election District of St. Mary's County which is described as follows: Beginning for the same at a stone on the corner of land between the lands of Noble L. Penn and Fred C. Davis and on the public road from Chaptico to Mechanicsville, and running thence with said road about 150 yards southwest to a sassafras tree, thence east to the main run about 30 yards,

thence north east with the run about 150 yards, then north about 75 yards to the beginning, the quantity of land of which the said Noble L. Penn died seized and possessed and which is conveyed to the said J. Lindsey Penn by this deed appears from the assessment books of said County to be 2.9 acres and the land described upon said books as "Pleasant Hill". Being the same land conveyed to J. Lindsey Penn by Lydia C. Penn, widow, et al. by deed dated July 17, 1912 and recorded among the Land Records in Liber E.B.G. No. 14, Folio 135. And also all that land situated, lying and being in the Fourth Election District of St. Mary's County Maryland described as follows: Beginning for the same at a stob on the corner of land of J. L. Penn and Fred C. Davis and on the public road from Chaptico to Mechanicsville, and running thence with said road, about 150 yards south west to a sassafras tree; thence east to the main run about 150 yards; thence north about 75 yards to the place of beginning. Being the same land conveyed to Agnes Russell Owens as Agnes Russell by deed from Bernard Russell dated June 20, 1932 and recorded among the aforesaid Land Records in Liber J. M. M. No. 8, Folio 51, and also the same land conveyed by Noble L. Penn et ux., to Lucy Ann Gray and being recorded in Liber E. B. G. No. 7, Folio 189 and being also the same land conveyed to J. Lindsey Penn by Agnes R. Owens and George N. Owens by deed dated December 7, 1932 and recorded among the Land Records in Liber J. M. M. No. 8, Folio 177. Excepting from the above described lands all that tract or parcel of land situate, lying and being in the Fourth Election District of St. Mary's County, Maryland described as follows, that is to say: Beginning at an old Cherry Tree stump on the north side of the public road leading from Chaptico to St. Joseph's Church and near the lane southeast from the house in which Samuel Neal formerly lived and thence in a straight line west of and with the ravine to a red oak tree on the line of fence dividing the lands of the late of Noble L. Penn and the late George A Garner and thence with said line of fence to the lot now owned by Emily L. Davis or the Lot known as "Mr. S. T. Long Lot" thence with the line of fence between the land formerly owned by George A. Garner and the lot formerly owned by Samuel T. Long to the public road and thence with the public road to the place of beginning supposed to contain 4 acres of land more or less. Being the same land conveyed

by J. Lindsey Penn et ux. et al. to William A. Harris and Emily L. Harris by deed dated May 10, 1920 and recorded in Liber E.B.A. No. 19, folio 145.
Certified copies of the deed from Lydia C. Penn, et al. to J. Lindsey Penn dated July 17, 1915, and recorded in Liber E.B.A. No. 147 folio 135, and the ~~dated~~ from Agnes R. Rowe et vir. to J. Lindsey Penn, dated December 7, 1932 and recorded in Liber J.M.M. No. 8, folio 177, and the deed from J. Lindsey Penn et ux. et al. to William A. Harris, et ux., dated May 10, 1920, and recorded in Liber E.B.A. No. 19, folio 145, are filed herewith as part hereof and marked Complainants Exhibits A, B, and C respectively.
Third: That the said property is improved by a dwelling, barns and other necessary outbuildings and is of the appraximately value of $6000.00.
Fourth: That there were two children born of the marriage of J. Lindsey Penn, deceased, and Sadie M. Penn and that ~~there~~ were no parents living.
Fifth: That your Orators are advised and so aver that the said real estate is now the fee simple property of the above named heirs at law of the late J. Lindsey Penn, deceased.
Sixth: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled therein as above stated, and that in order to make a fair division of said interests it will be necessary that the said real estate be sold and the proceeds divided among the parties entitled thereto, according to their several interests.
To the end therefore,
1. That a decree may be passed appointing a trustee to sell said real estate for division of the proceeds of said sale among those entitled thereto as above set forth.
2. That your Orators may have such other and further relief as their case may require.
May it please your Honors to grant unto your Orators the writ of subpoena directed to the said Laura J. Brookhauk, Joseph Brookhauk, her husband, Carrie Rowe and Thomas Rowe, her husband, Lucy Millard and Orville Millard, her husband, and William Rowe, all of Charles County, State of Maryland, commanding them and each of them to be and appear in this Court on some certain day to be named therein to answer the premises and abide by and perform such orders or decrees as may be passed therein. And also the order of publication giving

notice to the said Ethel Hanson and Frank Hanson, her husband, Josephine Byer and Norman Byer, her husband, T. Hannon Penn and Rebecca Penn, his wife, Robert T. Penn and Elizabeth Penn, his wife all of whom are non-residents of this State, of the object and substance of this Bill of Complaint and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause if any they have why a decree should not be passed as prayed.
And as in duty bound, etc.,

Robert E. Higginton
Solicitor for Complainants

Filed Nov. 10, 1939.

Complainants Exhibit "A."

U. S. I. R. Stamps
Three 50¢/100
Dollars Cancelled

This Deed, Made this Seventeenth (17th) day of July, in the year nineteen hundred and fifteen, by and between Lydia C. Penn, widow, Essie B. Penn, unmarried and Ernest B. Penn, bachelor, all of St. Mary's County, State of Maryland, Mary R. Burroughs and Clarence E. Burroughs, her husband, Maria O. Rawe and Williams E. Rawe, her husband, Laura J. Brashbank and Joseph Brashbank, her husband, and Carrie E. Rawe and Thomas T. Rawe, her husband, all of Charles County and State of Maryland, T. Hannon Penn and Rebecca Penn his wife, both of Washington City, in the District of Columbia, and Robert T. Penn and Elizabeth Penn his wife, both of Indiana County, in the State of Pennsylvania, parties of the first part, Grantors; and J. Lindsey Penn, of St. Mary's County and State of Maryland, party of the second part, Grantee.

Whereas, a certain Noble L. Penn, late of said St. Mary's County, deceased, departed this life some time during the latter part of the year nineteen hundred and fourteen, leaving surviving him, a widow, his second wife, the said Lydia C. Penn, and the following children, all by his first wife, who died some time before his marriage with his said second wife, that is to say: The said Essie B. Penn, the said Ernest B. Penn, the said Mary R. Burroughs, wife of the said E. Clarence Burroughs, the said Maria O. Rawe, misnamed in the Will hereinafter referred to as Maria O. Rawe, wife of the said William E. Rawe, the said Laura J. Brashbank, unmarried at the time of the execution of said Will, wife of the said Joseph Brashbank, the said Carrie E. Rawe, unmarried at the time of the executing of

said Hill, wife of the said Thomas T. Raine, the said T. Hannon Penn, whose wife is the said Rebecca Penn, the said Robert T. Penn, whose wife is the said Elizabeth Penn, and the said J. Lindsey Penn, whose wife is Sadie E. Penn; leaving personal property and real estate being and situate in said St. Mary's County, the real estate being the land hereinafter described and hereby conveyed, and leaving a last Will and Testament, duly executed by him on September 26th, 1902, duly admitted to probate by the Orphans' Court of St. Mary's County on November 10th, 1914 and duly recorded among the Wills Records in the Office of the Register of Wills for said St. Mary's County, whereby, after making provision for the payment of his debts and funeral expenses, the said testator disposed of his property as follows; that is to say:

"1. I give, and bequeath to my son Robert T. Penn the sum of one hundred dollars, which with the advancements heretofore made to him will make his share equal to the shares of my other children hereinafter named and provided for in this Will.

"2. I give, bequeath and devise all my personal property, and all my real estate called and known by the name of Pleasant Hill, located near Chaptico, in St. Mary's County, Maryland, and being the farm on which I now reside to my following named children, Mary R. Burroughs, Maria B. Raine, Laura J. Penn, Essie B. Penn, Carrie E. Penn, Ernest B. Penn, T. Hannon Penn and J. Lindsey Penn, in equal portions, share and share alike. And it is my will and desire and I so direct, that my wife Lydia C. Penn shall have a home and support in the mansion house on the said land during the term of her natural life, should she so long continue my widow; and that my three single daughters, viz. Laura J. Penn, Essie B. Penn, and Carrie E. Penn shall have a home and support in said house and on the said land, so long as they shall remain unmarried. And, after the death or marriage of my said daughters, viz: Laura J. Penn, Essie B. Penn, and Catherine E. Penn, it is my will and desire and I so direct that my aforesaid real estate be sold, and power and authority are hereby given my Executors hereinafter named to sell the same, and the proceeds arising from said sale shall be divided among the said Mary R. Burroughs, Maria B. Raine, Laura J. Penn, Essie B. Penn, Carrie E. Penn, Ernest B. Penn, T. Hannon Penn and J. Lindsey Penn, in equal portions share and share alike."

"3. It is also my will and desire, and I so direct that all my personal property of every kind and description shall remain on the aforesaid farm and premises and shall not be sold until after the sale of said real estate, under the aforesaid provisions of this Will, but full power and authority are given my Executors hereinafter named to sell or dispose of any old or surplus like stock, and to replace the same by new stock, whenever in their discretion they may deem it necessary and to the best interest of the estate to do so.

"4. All the rest and residue of my personal estate of every kind and description, I give and bequeath to my following named children, Mary B. Burroughs, Marla B. Lane, Laura L. Penn, Essie B. Penn, Carrie E. Penn, Ernest B. Penn, T. Hannum Penn, and J. Lindsay Penn: further appointing his son Ernest B. Penn and [illegible] his two sons-in-law, Edward C. Burroughs and William E. Lane, to be the executors of said Will, the first and last of whom administered the personal estate of the said Testator.

And whereas, the said Lydia C. Penn has duly renounced and quitted all claim to any devise or bequest made to her by said last Will and Testament of her said deceased husband, as his said surviving widow; and whereas, the said Essie B. Penn, still unmarried, is content, to surrender all her claim to home and support as provided in said last Will and Testament, in consideration of the payment to be made here as hereinafter stated; and whereas the said Robert T. Penn has been paid his legacy of one hundred dollars, provided for in said last will and testament, and has accepted the same in full satisfaction of any claim he might have upon the estate, real and personal, of the said Noble L. Penn; and whereas, since the change in the status of the real estate of the said Noble L. Penn, by the renunciation as aforesaid of the said Lydia C. Penn, and the complications and confusion likely to follow by the assertion of her dower rights, as well as because of some indefiniteness and uncertainty in the provisions of said last will and testament, especially in regard to responsibility for the management and preservation of the estate pending the marriage of the three single daughters of the testator, therein named, one of whom is still unmarried, and also because all the parties hereto would prefer to come into immediate possession or enjoyment of

their respective rights and interests in and to the estate of the said Noble L. Penn, in a spirit of amity and in fairness and justice to all concerned considering the objects and purposes sought to be ultimately attained and accomplished by the provisions of said last will and testament, it has been agreed by and between all the parties hereto that the entire interests of all the other parties in and to the real and personal estate of the said Noble L. Penn shall be sold, assigned, transferred and conveyed to the said J. Lindsey Penn in consideration of the payments to be made by him as hereinafter stated, based upon the present estimated value of the interest of each and every in the entire estate, real and personal, of the said Noble L. Penn, that is to say: the entire interest and estate of the said Lydia C. Penn being valued at twelve hundred dollars, and the entire interest and estate of the said Essie B. Penn, Ernest B. Penn, Mary R. Burroughs, Laura J. Brookshank, Carrie E. Raine, Maria O. Raine and T. Hannon Penn being value at five hundred dollars.

And whereas, inventories of the personal estate of the said Noble L. Penn have been returned to the Orphans Court of St. Marys County, and orders of said Court passed for the sale of the articles in said inventories mentioned, sale thereof thereof has been made accordingly and account of said sales duly returned to said Court and approved, the First and Final Administration Account of the said Executors has been made and duly approved and passed by said Court, and distribution thereupon has been duly made by the Register of Wills for St. Marys County from which it appears that the said Lydia C. Penn is entitled to receive from the said personal estate, to be paid by said Executors, the sum of Five Hundred and Sixty Dollars, and Thirty-two Cents, leaving the balance to be paid her, upon the valuation aforesaid, as the consideration for all her interest in the real estate of the said Noble L. Penn, the sum of Six Hundred and Thirty Nine Dollars and Sixty-eight Cents, and that each and every of the said Essie B. Penn, Ernest B. Penn, Mary R. Burroughs, Maria O. Raine, Laura J. Brookshank, Carrie E. Raine and T. Hannon Penn is, severally and respectively, entitled to receive from said personal estate, to be paid by said Executors, the sum of One Hundred and Twenty-one Dollars and Thirty Three Cents, leaving the balance

to be paid in each and every of them, upon the valuation aforesaid, as the consideration of all their several and respective interest in said Real estate, the sum of Three Hundred and Seventy Eight Dollars, and Sixty Seven Cents.

Now, Therefore, This Deed Witnesseth, that in consideration of the premises, and of the payment to the said Lydia C. Penn of the aforesaid sum of Six Hundred and Thirty-nine Dollars and Sixty Eight Cents ($639.68), and of the payment of each and every of the said Essie B. Penn, Ernest R. Penn, Mary R. Burroughs, Maria C. Raine, Laura J. Brookbank, Carrie E. Raine, and T. Hannon Penn, severally and respectively, of the aforesaid sum of Three Hundred and Seventy-Eight Dollars and Sixty Seven Cents ($378.67), and of the payment to the said Robert T. Penn of the sum of One Dollar, we, the said Lydia C. Penn, Essie B. Penn, Ernest R. Penn, Mary R. Burroughs, E. Clarence Burroughs, Maria C. Raine, William E. Raine, Laura J. Brookbank, Joseph Brookbank, Carrie E. Raine, Thomas T. Raine, T. Hannon Penn, Rebecca Penn, Robert T. Penn and Elizabeth Penn do hereby grant and convey, quit-claim and release to and unto the said J. Lindsey Penn, his heirs and assigns, in fee simple, all and right, title, claim, interest and estate of each and every of us, both at law and in equity, and which we or any of us, may have or be entitled to under the aforesaid last will and testament of the said Noble L. Penn, in, to and unto all that tract, piece or parcel of ground, situate, lying and being in the Fourth Election District of St. Mary's County, State of Maryland, of which the said Noble L. Penn died seized and possessed, composed of one tract of land which is described in a deed to the said Noble L. Penn from David L. Briscoe, Trustee, dated June 3rd 1874, and recorded among the Land Records of said St. Mary's County, in Liber J. T. T. No. 1, Folio 15-9, as follows; that is to say:

All that tract of land lying and being in Saint Mary's County, in the Fourth Election District thereof, near the Village of Chaptico, called and known as "Pleasant Hill" and containing Three Hundred Acres of land, more or less, and of one lot of ground contiguous to the tract above described and constituting a part thereof, which is described in a deed to the said Noble L. Penn from George R. Garner and wife, dated December 8th, 1882, and recorded among said Land Records in Liber J. T. T. No. 8, Folio 237, as follows, that is to say: All that lot

of ground in St. Mary's County, which is described as follows, that is to say:- Commencing at an old Cherry stump on the North side of the road leading from Chaptico to St. Joseph's Church, and near the barn South-East from the house in which Samuel Neale now lives, and thence in a straight line, West of and with the ravine, to a red oak tree on the line of fence dividing the lands of N. L. Penn and Geo. R. Garner, and thence with said line of fence, to the lot sold by Geo. R. Garner to Mr. Samuel T. Lone, thence with the line of fence between Geo. R. Garner's land and the said lot of Mr. Saml. Lone to the public road, and thence with the public road to the place of beginning, said lot of ground being that corner of land next to the said lot sold to Mr. Saml. Lone by George R. Garner, as far as and with the first ravine, the division line of said lot to run West of the ravine from the stump on public road to the oak tree as before described, and the lot being a portion of the real estate of the late Henry G. Garner deeded to Geo. R. Garner by the Commissioners appointed by the Circuit Court to divide said real estate, and the said lot of land this day sold supposed to contain about Four Acres of ground, more or less.

Excepting, nevertheless, from the land, herein before described, and from the operation of this deed, three certain parts, portions or subdivisions thereof which were conveyed by three several deeds of the said Noble L. Penn, as follows, that is to say:

(1) To William M. Veitch by deed dated February 21st 1901, recorded among said Land Records in Liber C. B. A. No. 2, Folio 35, wherein this sub-division is described as an enclosed field of the said farm called "Pleasant Hill and bounded on the South by the public road leading from Chaptico to St. Josephs Church, on the West by a public road to Mechanicsville, on the North by the land of M. H. Herman, and on the East by a fence running from said Herman's land to the aforesaid road from Chaptico to St. Josephs Church and separating said field from the lands of the said Penn, the land hereby conveyed supposed to contain about Thirty Acres.

(2) To William M. Veitch by deed dated September 23rd 1902, recorded among said Land Records in Liber C. B. A. No. 2, Folio 518, wherein this sub-division is described as "All that lot or parcel of ground

situated in the Fourth Election District of St. Mary's County, which is described as follows: Beginning for the same at the South-West corner of what is commonly called and known as the "Long Woods" and the South-East corner of the field lately purchased by the said William M. Welch of the said Noble L. Penn, and the North side of the public road leading from Chaptico to St. Joseph's Church, and opposite the lands of R. Bruce Tippett, and running thence East with said public road about three hundred and twelve yards to a stone, thence in a straight line North about two hundred and forty yards to the division line of H. H. Harrington, thence with said line West about two hundred and forty-six yards to the land lately purchased by the said Welch from the said Penn, thence with said division line South about four hundred and eight yards to the beginning: And

(2) to Lucy Ann Gray by deed dated May 26th 1908, recorded among said Land Records in Liber E. B. A. No. 7, Folio 189, wherein this subdivision is described as "All that lot or parcel of ground, situated in the Fourth Election District of St. Mary's County which is described as follows: Beginning for the same at a stake on the corner of land between the lands of Noble L. Penn and Fred C. Davis and on the public road from Chaptico to Mechanicsville, and running thence with said road about one hundred and fifty yards South-West to a sassafras tree, thence East to the main run about thirty yards, thence North-East with the run about one hundred and fifty yards, then North about seventy five yards to the beginning."

The quantity of land of which the said Noble L. Penn died seized and possessed, and which, therefore, is conveyed by this deed, appears from the assessment Books of said St. Mary's County to be Two Hundred and Fifty-Nine Acres, and the land is described upon said books as "Pleasant Hills"

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

To have and to hold the land and premises hereinbefore described and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, unto and

to the proper use and benefit of the said J. Lindsey Penn, his heirs and assigns, fee simple.

And the said Lydia C. Penn, Essie B. Penn, Ernest B. Penn, Mary R. Burroughs, E. Clarence Burroughs, Maria V. Raine, William E. Raine, Laura J. Brookshank, Joseph Brookshank, Carrie E. Raine, Thomas T. Raine, T. Hannon Penn, Rebecca Penn, Robert T. Penn and Elizabeth Penn hereby 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.

As witness the hands and seals of the said grantors.

Test as to Lydia C. Penn
Harry E. Graves.
Theo. B. Carpenter, test
as to Essie B. Penn
and Ernest B. Penn,
And as to Mary R. Burroughs,
E. Clarence Burroughs,
Maria V. Raine, William
E. Raine, Laura J. Brookshank
Joseph Brookshank, Carrie
E. Raine and Thomas T. Raine,
Roger D. Clement.
and as to T. Hannon Penn
and Rebecca Penn,
J. C. Rathbone.
and as to Robert T. Penn
and Elizabeth Penn,
Frank Fera.

Lydia C. Penn (Seal)
Essie B. Penn (Seal)
Ernest B. Penn (Seal)
Mary R. Burroughs (Seal)
E. Clarence Burroughs (Seal)
Maria V. Raine (Seal)
William E. Raine (Seal)
Laura J. Brookshank (Seal)
Joseph Brookshank (Seal)
Carrie E. Raine (Seal)
Thomas T. Raine (Seal)
T. Hannon Penn (Seal)
Rebecca Penn (Seal)
Robert T. Penn (Seal)
Elizabeth Penn (Seal)

State of Maryland, St. Mary's County, to wit:

I Hereby certify that on this Twelfth day of July in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace, of the State of Maryland in and for St. Mary's County aforesaid, personally appeared Essie B. Penn, and Ernest B. Penn, two of the grantors named in the aforegoing deed, and each and every of them severally acknowledged said deed to be her and his act.

Theodore B. Carpenter
Justice of the Peace.

State of Maryland, Charles County, to wit:

I Hereby certify that on this 17th day of July, in the year nineteen hundred and fifteen,

before me the subscriber, a Notary Public of the State of Maryland, in and for Charles County aforesaid, personally appeared Mary R. Burroughs, E. Clarence Burroughs, Maria O. Rawn, William C. Rawn, Laura L. Brookbank, Joseph Brookbank, Carrie E. Rawn, and Thomas T. Rawn, eight of the grantors named in the aforegoing deed, and each and every of them severally acknowledged said deed to be her and his act.

My commission expires April 30th 1918. (N. P.) (Seal) Rogers P. Clement Notary Public

District of Columbia, set:

I hereby certify that on this 19th day of July in the year nineteen hundred and fifteen, before me, the subscriber, a Notary Public in, for and of the District of Columbia aforesaid, personally appeared T. Johnson Penn and Rebecca Penn, two of the grantors named in the aforegoing deed, and each acknowledged said deed to be his and her act.

As witness my hand and Notarial Seal.

My Com. expires Nov. 24th 1919. (N. P.) (Seal) J. C. Rathbone Notary Public, D.C.

State of Pennsylvania, Indiana County, to wit:

I hereby certify that on this 19th day of July, in the year nineteen hundred and fifteen, before me, the subscriber, a Notary Public in, for and of Indiana County, aforesaid, personally appeared Robert T. Penn and Elizabeth Penn, two of the grantors named in the aforegoing deed, and each acknowledged said deed to be his and her act.

As witness my hand and Notarial Seal.

Commission expires Jan. 18, 1917. (N. P.) (Seal) Frank Fera Notary Public

State of Maryland, St. Marys County, to wit:

I hereby certify that on this Fourth day of August, in the year nineteen hundred and fifteen, before me the subscriber, a Justice of the Peace, of the State of Maryland, in and for St. Marys County aforesaid, personally appeared Lydia L. Penn one of the grantors named in the foregoing deed and acknowledged said deed to be her act.

Harry E. Graves
Justice of the Peace.

1400 N. E.

State of Maryland, Saint Marys County, to-wit:

I Hereby Certify, That the aforegoing is a true and correct Copy of the Deed from Lydia C. Penn et al. to J. Lindsey Penn, dated July 17th., 1912. as recorded in Deed Liber E. B. G. No. 14 Folio 133- et seq., one of the Land Records of Saint Marys County, State of Maryland, on the 4th. day of August, 1912. at 12:00 o'clock M.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Marys County, State of Maryland, this 10th. day of November, in the year one thousand nine Hundred and thirty-nine.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Marys County
Maryland.

Filed Nov. 10, 1939.

Complainant's Exhibit "B."

U. S. I. R. Stamp $ 5.25 Cancelled

This Deed, Made this 7th day of December, in the year one thousand nine hundred and thirty-two, by Agnes Russell Owens and George Henry Owens, her husband, both of Saint Marys County, State of Maryland.

Witnesseth, that in consideration of the sum of Ten Dollars and other good and valuable considerations the said Agnes Russell Owens and George Henry Owens, her husband, do grant and convey unto J. Lindsey Penn, of Saint Marys County, State of Maryland, his heirs and assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the Fourth Election District of Saint Marys County, State of Maryland, and being the same land that was conveyed by Noble L. Penn and Lydia C. Penn, his wife, to Lucy Ann Gray, and being recorded in Liber E. B. G. No. 7, Folio 189, one of the Land Records of Saint Marys County, Maryland, being described as follows:-

Beginning for the same at a stob on the corner of land of J. L. Penn and Fred C. Davis and on the public road from Chaptico to Mechanicsville, and running thence with said road, about one hundred and fifty yards southwest to a sassafras tree; thence east to the main run, about one hundred and fifty yards; thence north about seventy-five yards to the place of beginning, and being all and the same tract or parcel of land conveyed to Agnes Russell Owens,

me of the grantors herein, as Agnes Russell, by deed from Bernard Russell, dated June 20th, 1922, and recorded in Liber J. M. M. No. 8, Folio 57, one of the Land Records of Saint Mary's County, Maryland.

Together, with the buildings and improvements thereon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise 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 J. Lindsey Penn, his heirs and assigns, forever in fee-simple.

And the said Agnes Russell Owens and George Henry Owens, her husband, hereby 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 said grantors:-

Test:
Jack M. Fowler.

Agnes Russell Owens (Seal)
Geo. Henry Owens (Seal)

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, that on this 7th day of December, in the year one thousand nine hundred and thirty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for Saint Mary's County, aforesaid, personally appeared Agnes Russell Owens and George Henry Owens, her husband, the grantors in the aforegoing deed, and did each acknowledge the foregoing deed to be their respective act.

Witness my hand and notarial seal:-

(N. P.)
(Seal)

Jack M. Fowler
Notary Public.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from Agnes Russell Owens et vir. to J. Lindsey Penn, dated December 7, 1932, as recorded in Deed Liber J. M. M. No. 8, Folio 177, one of the Land Records of Saint Mary's County, Maryland, on the 8th day of December, 1932, at 12:32 o'clock P. M.

1900 N. E.

In Testimony Whereof, I hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 10th. day of November, in the year one thousand nine hundred and thirty-nine.

(Court Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Mary's County
Maryland

Filed Nov. 10, 1939.

Complainant's Exhibit "C"

U. S. I. R. Stamps 50" Cancelled

This Deed, Made this 10th day of May in the year One thousand nine Hundred and Twenty, by J. Lindsay Penn and Sadie M. Penn, his wife, Essie B. Penn (single) all of St. Mary's County, in the State of Maryland, of the first part, and William A. Davis and Emily L. Davis, his wife, the survivor of them, of the said County and State of the second part.

Witnesseth, that in consideration of the sum of Two Hundred Dollars, the receipt of which is hereby acknowledged and other good and valuable consideration, The said J. Lindsay Penn and Sadie M. Penn, his wife, Essie B. Penn and Ernest B. Penn, do grant and convey unto William A. Davis and Emily L. Davis, his wife, the survivor of them, their heirs and assigns in fee simple, All that tract or parcel of land, situate, lying and being in the Fourth Election District of St. Mary's County Maryland and described as follows, that is to say: Beginning at an Old Cherry tree stump on the North side of the public road leading from Chaptico to St. Joseph's Church and near the State road from the house in which Samuel Neal formerly lived, and thence in a straight line direct of and with the ravine, to a red Oak tree on the line of fence dividing the lands of the late Noble L. Penn, and the late George R. Garner, and thence with said line of fence to the lot now owned by Emily L. Davis, or the Lot known as the "Mr. A. T. Love Lot," thence with the line of fence between the land formerly owned by George R. Garner and the Lot formerly owned by Samuel T. Love, to the public road, and thence with the public road to the place of beginning, supposed to contain four Acres of land, more or less. And more particularly described in a Deed from George R. Garner and wife to Noble L. Penn,

Dated Dec. 18" 1885, and recorded in Liber J. F. No. 8, folio 427 and from Lydia C. Penn and others to J. Lindsey Penn, by deed dated July 7" 1915, and recorded in Liber E. B. G. No. 14, folio 132 &c. two of the land Records of St. Mary's County, Maryland.

Together with the rights, privileges and appurtenances, to the same belonging or appertaining.

And the said grantors hereby 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 seal of said grantors.

Test:
James A. Latham

J. Lindsey Penn (Seal)
Sadie M. Penn (Seal)
Essie B. Penn (Seal)
Ernest B. Penn (Seal)

State of Maryland, St. Mary's County, to-wit:

I Hereby Certify, that on this 10" day of May, 1920, before me the subscriber a Justice of the Peace of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared J. Lindsey Penn and Sadie M. Penn, his wife, Essie B. Penn and Ernest B. Penn and they acknowledged the foregoing deed to be their act.

James A. Latham
Justice of the Peace.

State of Maryland, Saint Mary's County, to-wit:

I Hereby Certify, That the above and aforegoing is a true and correct copy of the deed from J. Lindsey Penn and others to William A. Davis et ux., dated May 10, 1920, as recorded in Deed Liber E. B. G. No. 19, Folio 142, et seq., one of the Land Records of Saint Mary's County, State of Maryland, on the 1st day of June, 1920, at 11:00 o'clock A. M.

In Testimony Whereof I Hereto set my hand and hereto affix the Seal of the Circuit Court for Saint Mary's County, State of Maryland, this 10th day of November, 1939.

(Court)
(Seal)

C. Benedict Greenwell,
Clerk of the Circuit Court
for Saint Mary's County,
Maryland.

Filed Nov. 10, 1939.

Order of Publication

The object of this suit is to procure a decree for the sale of certain real estate in the Fourth Election District of St. Mary's County, Maryland, of which the late J. Lindsey Penn died seized and possessed for the purpose of partition among the heirs. The Bill in substance states that the said J. Lindsey Penn departed this life on June 13, 1939, intestate, seized and possessed of land situated as aforesaid called and known as "Pleasant Hill" and being the same property described in the said Bill as having been conveyed to him by deeds from Lydia C. Penn, et al. dated July 17, 1915, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 14, Folio 135, and from Agnes R. Owens et vir., dated December 7, 1922, and recorded among the Land Records as aforesaid, in Liber J. M. M. No. 8, Folio 177, with the exception of 4 acres of land conveyed to William A. Davis, et ux., by J. Lindsey Penn et ux. et al. by deed dated May 19, 1920, and recorded among the Land Records as aforesaid in Liber E. B. A. No. 19, Folio 145. That the said J. Lindsey Penn left surviving him the above named plaintiffs and defendants as his only heirs at law and next of kin. That the said Ethel Hawson and Frank Hawson, her husband, Josephine Byer and Herman Byer, her husband, T. Hudson Penn and Rebecca Penn, his wife, and Robert T. Penn and Elizabeth Penn, his wife, are non-residents of the State of Maryland. That the said real estate is not susceptible of partition among the above named heirs at law of J. Lindsey Penn without material loss and injury to the parties entitled thereto as above stated and in order to make a division of said interests it will be necessary that said real estate be sold and proceeds divided among the parties entitled thereto according to their several interests.

It is thereupon, this 10th day of November, 1939, ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in St. Mary's County, Maryland, once a week for each of four successive weeks before the 18th day of December, 1939, give notice to the said absent defendants of the object and substance of this Bill, warning them to appear in this Court in person or by Solicitor on or before the 3rd day of January 1940, next to show

cause, if any they have, why a decree should not be passed as prayed.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed Nov. 10, 1939.

Subpoena to Answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

To Carlisle Raine Catherine Raine
770 Edgewood St.
Baltimore, Md. of Baltimore City

Greeting:

We Command And Enjoin You, that all excuses set aside, you be in your person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of December, 1939 to answer the Bill of Complaint of Sadie M. Penn et al for sale of real estate of J. Lindsey Penn, deceased. against you in said Court exhibited.

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

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Fourth Judicial Circuit of Maryland the 10th. day of November, 1939.

Issued 10th. day of November, 1939.

(Court) (Seal) C. Benedict Greenwell, Clerk.

Notice to the person summoned:

Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Summoned and a copy of the Process left with each Defendant.

Friedman
11/28/39

Joseph C. Heagan
Sheriff.

Fees $1.90.

Filed Nov. 30, 1939.

Subpoena to answer Bill of Complaint

St. Mary's County, to-wit:

The State of Maryland

1900 M. E.

To Laura J. Brookhank Joseph Brookhank
Carrie Raine Thomas Raine
Lucy Millard Orville Millard
William Raine
of Charles County Greeting:

We Command And Enjoin you, that all excuses set aside, you be in your Proper person before the Circuit Court of St. Mary's County sitting as a Court of Equity, at the Court House in said County, on the First Monday of December, 1939 to answer the Bill of Complaint of Sadie M. Penn et al for sale of real estate of J. Lindsey Penn, deceased. against you in said Court Exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Walter J. Mitchell, Chief Judge of the Seventh Judicial Circuit of Maryland the 10th. day of November, 1939.

Issued 10th. day of November, 1939.

(Court Seal) C. Benedict Greenwell, Clerk.

Notice to the person summoned:
Personal attendance in Court on the day named in the above subpoena is not required. The defendant is required to file his answer or other defense in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, within fifteen days after the return day.

Received 27th day of Nov. 1939 and forthwith delivered to the Sheriff of Charles County.

Test:
W. M. Albrittain,
Clerk.

All summoned and copy of within subpoena left with each.

Robt. V. Cooksey
Dec 1st 1939 Sheriff of Charles County

Filed Dec. 4, 1939.

Certificate of Pub. of Order of Publication

In the Circuit Court for St. Mary's County, Maryland

This is to certify that the appended Order of Publication #1906 W. E. has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for four successive weeks, prior to the 18th day of December 1939 and that the first publication appeared in the issue of November 24th 1939.

A. F. King,
Publisher
1/3/40 A. F. King

For "Order of Publication" see "Order of Publication" recorded on page 494 of this book

Filed Jany. 4, 1940.

Order to enter Appearance

Mr. Clerk:

You will please enter my appearance for all Defendants in the above entitled case.

Joseph A. Wilmer
Attorney for Defendants.

Filed Jany. 17, 1940.

Answer To Bill Of Complaint:

To The Honorable, The Judges Of Said Court:—

The Defendants by Joseph A. Wilmer, their Solicitor for answer to the Bill of Complaint filed in the above entitled case, state as follows:

First: Answering Paragraph I of the Bill of Complaint, the Defendants admit the allegations therein stated as to the heirs-at-law and next of kin of the said deceased, J. Lindsey Penn.

Second: The Defendants neither admit nor deny the allegations in the second paragraph of the Bill of Complaint having no exact knowledge of the extent of acreage and lines of the property of which the deceased was possessed at the time of his death, and while making no objection to the description in said Paragraph will call for strict proof thereof when testimony is taken.

Third: The Defendants, substantially, admit the allegations in the Third Paragraph of the Bill of Complaint.

Fourth: The Defendants admit the allegations in the Fourth Paragraph of the Bill of Complaint.

Fifth: The Defendants admit the allegations in the Fifth Paragraph of the Bill of Complaint.

Sixth: The Defendants demur in the Sixth Paragraph of the Bill of Complaint that the property is not susceptible to a fair division without the sale of the entire property due to the several numerous interests therein and

the defendants concur in the prayer that a decree be passed appointing trustees to sell said real estate for division of the proceeds of said sale among the several interests entitled to the proceeds thereof.

And as in duty bound, etc.

Joseph A. Wilmer
Solicitor for Defendants

Filed January 20, 1940.

Petition for leave to take testimony & Order thereon

To the Honorable, the Judges of said Court:

Your petitioners respectfully represent:

First: That the defendants in the above entitled case have appeared and answered the Bill of Complaint filed in the above entitled case through their solicitor, Joseph A. Wilmer.

Second: That your petitioners desire to take testimony in support of the allegations contained in the Bill of Complaint and the Answers filed thereto but it will be necessary that a Special Examiner be appointed for the purposes of this case due to the fact that the Standing Examiner is the Solicitor of the Complainants in the above entitled case.

To the end therefore:

1st. That your Honors will grant leave to your petitioners to take testimony in the above entitled case in support of the allegations contained therein before a Special Examiner to be appointed by this Honorable Court.

And as in duty bound, etc.,

Robert E. Higginton
Joseph A. Wilmer
Petitioners

Upon the foregoing petition it is this 20th day of January, 1940, by the Circuit Court for St. Mary's County, Maryland, in Equity, Ordered, that leave is hereby granted to take testimony in the above entitled case and that because it appears that the Standing Examiner is the Solicitor for the Complainants in the above entitled case it is Ordered that Wm. Aleck Loker be and he is hereby appointed Special Examiner for the purpose of taking testimony in the above entitled case.

Wm. Mennell Loker,
Judge.

Filed January 20, 1940.

Examiners Return of testimony with three (3) exhibits
Robert E. Wigginton for the complainants
Joseph A. Wilmer, for the defendants.

To the Honorable Judges of the Said Court:

Leave of Court first having been obtained and notice of desire to take testimony having been given me by the Solicitor for the Plaintiff, L. William Aleck Laker, Special Examiner, in the above entitled case, having first been appointed duly qualified and sworn, I met on the 13 rd. day of February, 1940, and appointed the 22 rd. day of February, 1940, at three o'clock P. M. as the day and time, and the office of William Aleck Laker as the place, at which last mentioned day, time, and place I attended and in the presence of the Plaintiff and the Solicitors for the Plaintiff and Defendant and their witnesses proceeded to take the following interrogatories and the answers thereto:

Mrs. Sadie M. Penn, a witness of lawful age, who being produced before me and duly sworn, testified as follows to the following interrogatories propounded.

Q. State your name, age, address, and occupation.
A. Sadie M. Penn; age 56; Chaptico, Maryland, housewife, and farming.
Q. Do you know J. Lindsey Penn and is he living or dead? If dead, when did he die and state whether or not he left a will.
A. I knew J. Lindsey Penn, he was my husband. He died June 13, 1939. He left no will that I know of.
Q. Were there any children born of the marriage?
A. No children.
Q. How many heirs did Mr. Penn leave?
A. Surviving him are his widow, Sadie M. Penn, a brother Ernest B. Penn, single, a sister Essie B. Penn, single, all of St. Mary's County, Maryland; a sister, Laura J. Brookshank whose husband is Joseph Brookshank; a sister, Carrie Raine whose husband is Thomas Raine, all of Charles County, State of Maryland; a brother, Robert T. Penn of the State of Pennsylvania, whose wife is Elizabeth Penn but she is dead; a brother T. Shannon Penn whose wife is Rebecca Penn, of Washington, District of Columbia; a nephew, Carlisle Raine, a son of Maria Raine, a deceased

sister of J. Lindsey Penn, whose husband is William Rawe, and Catherine Rawe, wife of Carlisle Rawe, of Baltimore City, State of Maryland; a niece, Ethel Rawe Hawkins, a daughter of Maria Rawe, deceased sister of J. Lindsey Penn, whose husband is Frank Hawkins, of Washington, District of Columbia; a niece, Lucy Millard, a daughter of Mary R. Burroughs, a deceased sister of J. Lindsey Penn whose husband was E. Clarence Burroughs, now deceased, and Oraille Millard, husband of Lucy Millard, of Charles County, State of Maryland; a niece, Josephine Byers, a daughter of Mary R. Burroughs, a deceased sister of J. Lindsey Penn as aforesaid, whose husband is Norman Byers of Washington, District of Columbia. All being adults, above the age of 21 years.

Q. Did J. Lindsey Penn leave any real estate?
A. Yes.
Q. Where is it located?
A. In the Fourth District, near Chaptico.
Q. How many acres are in the tract?
A. About 22-9 acres.
Q. Where did he get the property?
A. It was his father's property and he bought it from his sisters and brothers.

Plaintiff's Solicitor herewith files certified copy of deed from Lydia C. Penn, et al. to J. Lindsey Penn, dated July 17, 1915; Recorded in Liber C. B. A. 14, folio 132, marked "Plaintiff's Examiner's Exhibit 'A'."

Q. I believe Mr. Penn got a piece of property from Agnes Russell Owens and George Henry Owens. Is that correct?
A. Yes.
Q. How many acres?
A. About 2 acres, just a small area.

Solicitor for Plaintiff herewith files certified copy of deed from Agnes Russell Owens and George Henry Owens, her husband, to J. Lindsey Penn, dated December 7, 1932, recorded among the land records of St. Mary's County in Liber J. M. M. No. 8, folio 177, marked "Plaintiff's Examiner's Exhibit 'B'."

Q. Mrs. Penn, are you familiar with the 4 acres conveyed by Mr. Penn to William A. Harris and Emily L. Harris?
A. Yes
Q. Are you familiar with the transaction of the sale of land by Mr. Penn to Mr. Harris?
A. Yes, I remember that. That piece of property did

not belong to the estate at first but Mr. Penn bought a piece afterward and Mr. Lindsey Penn sold that same piece to Mr. and Mrs. Hattie Davis; it contained about 4 acres.

Solicitor for Plaintiff herewith files certified copy of deed from J. Lindsay Penn, et al. to William A. Hanks, et al. dated May 1st, 1920 and recorded among the land records of St. Mary's County, in Liber E. B. A. No. 19, folio 14 &c. Marked "Plaintiff's Examiner's Exhibit 'C'."

Q. Mrs. Penn, will you state how much improvements are on this property, give a description of the property in regard to your home?
A. We built on the home and repaired one part of the home.
Q. Tell what the improvements consist of?
A. The improvements on the house, a new barn and a new stable.
Q. Are there any other out buildings?
A. No more improvements.
Q. Give me an idea of how many buildings are on the place.
A. Two barns, a stable, a corn house, and a granary and a dwelling house.
Q. What do you considers would be the value of the property, Mrs. Penn, how much do you think the property is worth?
A. To my knowledge it isn't worth much.
Q. Give some figure Mrs. Penn.
A. It was appraised for $6,000.
Q. Mrs. Penn, do you feel that the property is susceptible of partition among the heirs without material loss and injury to the parties entitled to interest therein?
A. I do not think so. I do not think it could be possible divided.
Q. Why do you say that?
A. Because there will be so many heirs, how could one divide it?
It couldn't be divided that I know of and the way I understand it.

Cross Examination Waived by Mr. Wilmer.

In answer to the general interrogatory propounded to the witness she answered, "No."
Signature of witness waived by agreement of Counsel.

Mr. Brookshank, a witness of lawful age, who being produced before me and duly sworn, testified as follows to the following interrogatories propounded.

Q. State your name, age, address and occupation.
A. Thomas B. Brookbank, s-2, Chapties, Blacksmith.
Q. Did you know J. Lindsey Penn in his lifetime and state whether or not he is living or dead and also whether or not he left a will?
A. Yes; dead; I don't ~~know~~ if he left a will, but I do not think so.
Q. Mr. Brookbank, are you familiar with the real estate that he left?
A. Yes, sir.
Q. Will you describe it giving its location, the improvements on it and the number of acres?
A. In the Fourth District between Chapties and Helen. I would say that it had around 24 acres. It is improved by repairs to the dwelling house, three barns, a stable and a granary.
Q. What do you consider the value of this property?
A. About $6,000.
Q. Do you know whether or not there were any children born of this marriage between J. Lindsey Penn and Sadie M. Penn?
A. No children.
Q. Do you consider the property susceptible of partition without material loss and injury to the parties entitled to interest therein and if you consider it is not susceptible to partition state your reasons for your answer?
A. Well, I think there are too many heirs. I don't see how it could be divided. The only reason that I know of is that nobody would have anything.
Q. Would it be possible to take the property and divide it into plottins?
A. No, I don't think so.

Cross Examination by Mr. Wilmer

Q. Mr. Brookbank, is this property located on, or near, the State road leading from Chapties to Helen?
A. Part of the farm is on the State road but the dwelling house and improvements are back about one-half mile from the road.
Q. Do you mean that part of the farm lies along the improved highway from Chapties to Helen?
A. Right beside the road, of course near but a good distance off the State road to go into the house.
Q. It doesn't actually front on the State road then?
A. No.
Q. But it is reasonable accessible to the highway?
A. Yes.

Q. Mr. Brankhank, what is the general condition of the dwelling house?
A. Very good.
Q. And the outbuildings, the barns and stables?
A. There is a barn and stable, but one of the barns is not very good, standing and that is about all.
Q. Are they such that Cops could be housed in them?
A. Yes, but I do not consider them good barns.
Q. Have they been used by the late Mr. Penn to house tobacco in?
A. Yes.

In answer to the general interrogatory asked the witness answered. "No."
Signature of witness waived by agreement of Counsel.

Mr. Long, a witness for Plaintiff, who being duly sworn and produced before me, testified as follows to the following interrogatories propounded.

Direct Examination by Mr. Higginton.

Q. State your name, age, address and occupation.
A. Richard B. Long, age 41, Chaptico, Deputy Sheriff.
Q. Mr. Long, did you know J. Lindsey Penn in his lifetime?
A. Yes.
Q. Is he living or dead?
A. Dead.
Q. Do you know whether or not he left a will and testament?
A. I never heard of any, always heard he did not.
Q. Are you familiar with the property that he died seized and possessed of?
A. Right well.
Q. Will you tell how many acres are in the property?
A. Around 24 ac.
Q. Will you state also what improvements, if any, are on the property?
A. I do not know much about the improvements, except the house. I have never been around the barns much, but I do know they have a dwelling house, a new barn, and stable and granary.
Q. What is the condition of the dwelling?
A. Very good condition.
Q. At what would you place the value of the property?
A. I figure $6,000 a very good price.
Q. Where is this land located?
A. Just above Chaptico in the Fourth District of St.

Mary's County, Maryland.
Q. Do you believe that this real estate is susceptible of partition without material loss and injury to the parties entitled to interest therein, if you do not please so state and give your reasons for same?
A. I don't believe it could be divided in parts like that to be of any value to anyone.
Q. If that is your reason?
A. One thing, there are too many heirs.
Q. Do you believe it would be to the best interest of all concerned to sell the property and divide the proceeds?
A. Yes, sir.
Cross Examination waived.

In answer to the general interrogatory the witness answered, "No."
Signature of witness waived by agreement of Counsel.

Mrs. Rawe, a witness, called by Mr. Wilmer being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.

Direct Examination for Defendants by Mr. Wilmer
Q. State your name, age, residence and occupation.
A. Carrie E. Rawe, age 58, La Plata, Charles County Maryland, housewife.
Q. Did you know Mr. J. Lindsey Penn in his lifetime and is he living or dead?
A. Yes I knew him and he is dead.
Q. What relation was he to you Mrs. Rawe.
A. Brother.
Q. When he died did he leave any children?
A. No, Children
Q. Do you know whether or not he left a will?
A. I do not think he did.
Q. Will you state who the heirs at law and the nearest of kin of Mr. J. Lindsey Penn were at the time of his death?
A. Surviving him are his widow, Sadie M. Penn, a brother Ernest B. Penn, single, a sister Essie B. Penn, single, all of St. Mary's County, Maryland; a sister, Laura J. Brookbank whose husband is Joseph Brookbank; a sister, Carrie Rawe whose husband is Thomas Rawe, all of Charles County, State of Maryland. a brother, Robert T. Penn of the State of Pennsylvania, whose wife was Elizabeth Penn but she is dead; a brother T. Hannah Penn whose wife is Rebecca Penn, of

Washington, District of Columbia; a nephew, Carlisle Rawe, a son of Maria Rawe, a deceased sister of J. Lindsey Penn, whose husband is William Rawe, and Catherine Rawe, wife of Carlisle Rawe, of Baltimore City, State of Maryland; a niece, Ethel Rawe Dawson, a daughter of Maria Rawe, deceased sister of J. Lindsey Penn, whose husband is Frank Dawson, of Washington, District of Columbia; a niece, Lucy Millard, a daughter of Mary R. Burroughs, a deceased sister of J. Lindsey Penn whose husband was E. Clarence Burroughs, now deceased, and Orville Millard, husband of Lucy Millard, of Charles County, State of Maryland; a niece, Josephine Byer, a daughter of Mary R. Burroughs, a deceased sister of J. Lindsey Penn as aforesaid, whose husband is Norman Byer of Washington, District of Columbia. All being adults, above the age of 21 years.
Q. Are you familiar with the real estate left by your brother, Mr. J. Lindsey Penn?
A. Yes, sir.
Q. Do you know the location of the property?
A. Yes.
Q. Will you state where the property is located, the size of the farm, and the general condition of the buildings thereon as you know them?
A. It is located in the Fourth District near Chapties. I just don't know the number of acres myself, I thought there was more than the others said. I will say about 250 acres.
Q. This property, Mrs. Rawe, was formerly owned by your father, was it not?
A. Yes.
Q. And, after his death it was deeded to your brother, J. Lindsey Penn, by all the heirs of your father?
A. Yes.
Q. Do you know the condition of the farm and buildings at the time of the death of your brother, J. Lindsey Penn, and at the present time?
A. Well, the dwelling is in very good condition and most of the barns are good and some are old, but the dwelling is in very good condition and he built the barns himself.
Q. What is the general condition of the land?
A. Fairly good condition, it is a good farm.
Q. You live on a farm yourself, do you not?
A. Yes.
Q. What do you state is a fair value of the farm at this time?

A. Well, I think $8,000 for it is a good farm.
Q. I understand that the farm was appraised for $6,000.
A. Yes. $6,000.
Q. Do you know whether or not it would be possible or practicable to divide the farm in the number of tracts to give each person entitled a portion of the land?
A. I don't think so.
Q. In other words, a farm of 250 acres, more or less, is arranged as a farm, is it not, and if you undertake to cut it into two parts it would be difficult to have a farm on each portion thereof?
A. Yes sir.
Q. In order to divide the property among the heirs it would be necessary to sell the farm and divide the proceeds?
A. Yes.

Cross Examination by Mr. Higginton

Q. Do you know how many acres of tillable land there are on this property?
A. I do not know but I know that there are a good bit of tillable land on the property.

In answer to the general interrogatory the witness answered, "No."

Signature of witness waived by agreement of Counsel.

Mr. Brookhank was recalled by Mr. Higginton and testified as follows:

Direct Examination by Mr. Higginton

Q. Mr. Brookhank, will you state how many acres of tillable land there are on the Pitson property?
A. I should think between 90 and 100 acres.
Q. And of what do you think the rest of the land consists?
A. Woodland, swamp land, and timber; it is very poor as most of the wood is off, the farmed fields are grown up in bushes.
Q. About how many acres of land have been worked in the last two or three years as an average?
A. About 35 acres.

Cross Examination by Mr. Wilmer.

Q. Mr. Brookhank, when you stated that there are about 30 to 35 acres of land cultivated each year you mean to include the total amount of wheat, corn, tobacco and hay?

A. He never had any hay, wheat on the back land, corn and tobacco are taken off each year, makes about 8 hogsheads tobacco and 100 to 150 barrels corn.
Q. I do not understand whether or not he actually cultivated 30 to 35 acres each year or whether or not the wheat land which he worked in crops was in addition to the 30 to 35 acres or whether or not it was included.
A. It was included.
Q. You state that he worked 8 hogsheads of tobacco and between 100 and 150 barrels of corn, in addition to that he had land enough for several hundred bushels of wheat each year; would it require more than 35 acres to produce that much in growing crops and harvested crops? Would it not take a bigger acreage than that?
A. I still say that with the wheat, corn and tobacco there aren't but about 30 to 35 acres.
Q. And, of the 90 to 100 acres of tillable land, as you call it, what happened to the other land when he was cultivating 35 acres in wheat, tobacco and corn?
A. There are only three fields and he worked one every three years, and they are very small fields.
Q. When Mr. Penn cultivated one field he cultivated that entire field in corn and tobacco, as what is known as cultivated crops, at the same time he had another field in wheat which was cut in mid-summer, in the same year he cultivated one of the other fields, is that correct?
A. For years he had wheat in the same field.
Q. At that time he had wheat in the same field as the tobacco and another entire field in corn, did he not? In 1939 he had the field next to the house in corn and tobacco and what field did he have in wheat that year?
A. Just a little tobacco lot back of the barn.
Q. Then he never had corn and wheat in the same field at the same year, did he?
A. No.
Q. The acreage you have given, Mr. Brookhart, is purely estimated and to the best of your ability you have given me your definite knowledge of the size of the field.
A. Sure it is estimated.

In answer to the general interrogatory the witness answered, "No."

No other witnesses being named or produced before me, I then, at the request of the solicitors for

the respective parties closed the depositions taken in the same and now return them closed under my hand and seal this 29 day of February, 1940. to this Honorable Court together with the examiner's exhibit filed by the Solicitor for the plaintiffs.
Witness my hand and seal.

Wm. Aleck Loker (Seal)
Special Examiner

Costs and Expenses of whom Commission on Part of the Plaintiff

Wm. Aleck Loker, Special Examiner	$8.00
Thomas B. Bradshaw, witness	.75
Richard L. Long, Witness	.75
	$9.50

Costs and expenses of above commission on part of the defendants

Carrie Rowe, witness	$0.75

Filed Feby. 29, 1940.

Plaintiff's Examiner's Exhibit "A"

For "Plaintiff's Examiner's Exhibit 'A'" see "Complainant's Exhibit 'A'" recorded on page 481 of this book.

Refiled Feby. 29, 1940.

Plaintiff's Examiner's Exhibit "B"

For "Plaintiff's Examiner's Exhibit "B" see "Complainant's Exhibit B" recorded on page 490 of this book.

Re-filed Feby. 29, 1940.

Plaintiff's Examiner's Exhibit "C."

For "Plaintiff's Examiner's Exhibit "C" see "Complainant's Exhibit C" recarded on page 492 of this book.

Re-filed Feby. 29, 1940.

Agreement of counsel to set case down for immediate hearing and decree

Mr. Clerk:

Please set the above entitled case down immediately for hearing and decree without argument.

Robert E. Wiggington
Solicitor for the Plaintiffs
Joseph A. Wilmer
Solicitor for the Defendants.

Filed March 14, 1940.

Decree

The above cause standing ready for hearing and being submitted on Bill, answer and testimony the Bill, answer and testimony and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 14th day of March in the year nineteen hundred and forty by the Circuit Court for Saint Mary's County, Adjudged, Ordered and Decreed, that the real estate called & known as "Pleasant Hill" containing 2 59 acres, more or less, situated in the Fourth Election District of St. Mary's County, Maryland, and being the property mentioned in the proceedings be sold and that Robert E. Wiggington be and he 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, in the penalty of seven thousand Dollars conditioned for the faithful performance of the trusts reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Saint Mary's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon final ratification of the sale, with interest from day of sale and a cash deposit of $ 00.00 on day of sale 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, 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, 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.

Wm. Merrell Baker,
Judge.

Filed Mar. 14, 1940.

Bond

Know All Men By These Presents: That we Robert E. Wriggington, Trustee, as Principal, and Royal Indemnity Company of New York, a corporation, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand ($7,000.00) 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 the 16 th day of April, 1940.

Whereas, the above bounden Robert E. Wriggington by virtue of a decree of the Honorable, the Judge of the Circuit Court for St. Mary's County, Maryland, in Equity, has been appointed Trustee to sell the Real Estate mentioned in the proceedings in the case of Radie M. Penn, et al. vs. Laura J. Brookbank, et al. now pending in said Court, being Number 1900 N. E.

Now If the Condition Of This Obligation Is Such, that if the above bounden, Robert E. Wriggington 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
Wm. G. Fenwick
Wm. G. Fenwick (Printed)

Robert E. Wriggington (Seal)
Robert E. Wriggington (Printed)

(Corp.) The Royal Indemnity Company of
(Seal) New York.
By John R. Henry (Seal)
Marguerite E. Mattingly John R. Henry (Typed).
Marguerite E. Mattingly (Typed).

Recorded in Bond Record Liber J. M. M. No. 1. Folio 113.

Within Bond with Surety thereby approved this 16 th day of April, 1940.

L. Benedict Greenwell
Clerk.

Filed April 16, 1940.

Tax Bill

No. 180
Mr. J. Lindsey Penn 4 District
Chaptico

To Wm. P. Rice, County Treasurer, Dr.
Taxes for year 1939 & due September 1, 1939.

To County Tax on $69 2- 2 rate $1.07 on $100		$74.40
To State Tax on $ " rate 22 22-/100 C on $100		16.22-
		90.62-
To interest on County Tax from Sept. 1, 1939		3.72
To interest on State Tax from Sept. 1, 1939		.80
		50
		$95.67

Filed April 16, 1940.

Ctf. of Publication of Notice of Sale.

In the Circuit Court for St. Marys County, Maryland.

This is to certify that the appended Notice Trustee's Sale of Real Estate has been published in the Saint Marys Beacon, a newspaper published in St. Marys County, Maryland, once a week for four successive weeks, prior to the 19 th day of April, 1940 and that the first publication appeared in the issue of Mar. 28 th 1940. #1900 N. E.

A. F. King,
Publisher
King

(Robert E. Wriggington, Solicitor for Plaintiffs)
Trustee's Sale of Real Estate in St. Marys County, Maryland.

Under and by virtue of a decree of the Circuit Court for St. Marys County, Maryland, In Equity, being number 1900 N. E. in a cause in said Court depending wherein Sadie M. Penn et al. are plaintiffs and Laura J. Brookhank et al are defendants, the undersigned was appointed trustee and he will

sell at Public Auction at the Court House door at Leonardtown, Maryland, at the hour of 11 o'clock in the morning of Friday, April 19th., 1940 all that land, situate, lying and being in the Fourth Election District of St. Mary's County, Maryland, called and known as "Pleasant Hill" and originally containing 300 acres, more or less, and one lot of ground continuous to the tracts above described and constituting a part thereof described in a deed to Noble L. Penn from George R. Garner, et ux., dated December 18, 1885, and recorded among the Land Records of St. Mary's County, Maryland, in Liber J. F. F. No. 8, Folio 437, which said lot is supposed to contain 4 acres of land, more or less. Saving and excepting from the land hereinbefore described three certain parts, portions or subdivisions thereof which were conveyed by three several deeds of the said Noble L. Penn in his lifetime and his wife, Lydia C. Penn, as follows: (1) 30 acres of land to William M. Welch by deed dated February 21, 1901, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 2, Folio 32. (2) That lot of land conveyed by Noble L. Penn, et ux. to William M. Welch by deed dated September 23, 1902, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 2 Folio 518. (3) That lot of land conveyed by Noble L. Penn et ux. by deed dated May 26, 1908, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 7, Folio 189. The above described lands being the land of which the late Noble L. Penn died seized and possessed and which was conveyed to J. Lindsey Penn by deed from Lydia C. Penn, et al. by deed dated July 17, 1912, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E. B. A. No. 14, Folio 132. Said tract of land is supposed to contain 209 acres, more or less. Also all that land lying in the Fourth Election District of St. Mary's County, Maryland, which was conveyed to J. Lindsey Penn by deed from Agnes R. Owens et vir. by deed dated December 7, 1932, and recorded in Liber J. M. M. No. 8, Folio 177. Excepting from the above described lands all that tract or parcel of land situate in the Fourth Election District aforesaid, containing 4 acres of and more or less, conveyed by deed from J. Lindsey Penn et ux., to William A. Davis and Emily L. Davis, dated May 10, 1920, and recorded in Liber E. B. A. No. 19, Folio 145, one of the Land Records aforesaid. This property is very

desirable for farming being located in the Fourth District of St. Marys County, Maryland, near Chaptico, Maryland. It is improved by a main dwelling, barn and all necessary outbuildings.

Terms Of Sale. Cash on final ratification. A deposit of $ 500.00 in cash will be required of the purchaser on the day, time and place of sale.

All conveyancing costs including revenue stamps, both state and federal, and tax will be at the cost of the purchasers. Taxes will be adjusted to day of the sale.

Robert E. Wigginton
Trustee.

Filed Apr. 18, 1940.

Trustee's Report of Sale

To the Honorable, the Judges of said Court:

The report of Robert E. Wigginton, Trustee, appointed by a decree of this Court, passed in the above entitled case, dated March 14, 1940, to make sale of certain real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful performance of this trust, and after having complied with all the other prerequisites, as required by law and said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the St. Marys Beacon, a weekly newspaper published in St. Marys County, Maryland, for at least four successive weeks before the day of the sale, he did, pursuant to said notice, attend at the Court House in Leonardtown, Maryland, on April 9, 1940, at 11:00 A. M. and then and there proceeded to sell said property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree, situated in St. Marys County, Maryland, and described as follows: all that real estate called and known as "Pleasant Hill" containing 2 3/4 acres, more or less, situated in the Fourth Election District of St. Marys County, Maryland, and being all of the land of which the late J. Lindsey Perry died seized and possessed. Being the same property which is more fully described in the Bill of Complaint filed in the said cause.

And your trustee obtained a bid of $ 340.00 for the said property which your trustee alleges and avers is a fair and adequate price for the said

property and that the said property was sold to Carrie E. Raine of Charles County, Maryland, who was then and there and for that sum the highest bidder therefor, the terms of said sale being cash upon final ratification with a deposit of $ 5-00.00 on the day, time, and place of sale and your trustee reports that the said purchaser has complied with the terms of sale by making a deposit of $ 5-00.00 by giving to your trustee a check drawn to the County Trust Company of Maryland, Indian Head Branch, and your trustee believes that the purchaser will comply with the terms of sale by paying the balance upon final ratification.

Respectfully submitted.
Robert E. Wriggington
Robert E. Wriggington (Typed)
Trustee.

On this 20th day of April, 1940. before me, the subscriber, the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared Robert E. Wriggington, Trustee, and made oath in due form of law that the foregoing report of sale is true to the best of his knowledge and belief.
Witness my hand and seal of the Circuit Court for St. Mary's County, Maryland.
(N.P.)
(Seal)
C. Benedict Greenwell,
C. Benedict Greenwell (Typed)
Clerk of Circuit Court
for St. Mary's County, Md.

Filed April 20, 1940.

Auctioneer's certificate and receipt and assignment
I hereby certify that I acted as Auctioneer for the sale of certain real estate, being real estate of which the late J. Lindsay Penn died seized and possessed, sold by Robert E. Wriggington, trustee, at the Court-House Door at Public Sale in Leonardtown, St. Mary's County, Maryland, on Friday April 19, 1940, at the hour of 11:00 A.M. and sold said real estate, which is situate, lying and being in the Fourth Election District of St. Mary's County, Maryland, and is called and known as "Pleasant Hills" to Carrie E. Raine, aforesaid for the sum of $ 5-400.00. She being then and there the highest bidder therefor. And I do further certify that said sale was fairly made to the best of my know-

ledge and belief.

J. Gerald Abell
Auctioneer

Received of Robert E. Wiggington, the sum of $5.00 as my fee as auctioneer in the sale of the above property. I hereby assign to the said Robert E. Wiggington the fee that will be allotted to me by the Auditor of the Circuit Court for St. Mary's County, Maryland, In Equity, and request the said Auditor to audit said sum to the said Robert E. Wiggington.

J. Gerald Abell.

Filed April 20, 1940.

Order Nisi on Sale.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 22nd day of April, 1940, that the sale of the property mentioned in these proceedings, made and reported by Robert E. Wiggington, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the Third Monday in May, 1940, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of four successive weeks before the said third Monday in May, 1940 next.

The report states that the amount of sale was $5-400.00.

C. Benedict Greenwell,
Clerk of the Circuit Court for
St. Mary's County,
Maryland.

Filed April 22, 1940.

Petition to substitute purchaser at sale and order thereon.

To the Honorable, the Judges of said Court:-

The petition of Carrie E. Raine, by Joseph A. Wilmer, her attorney, respectfully represents:-

First: That she was the purchaser at the public sale of the property in the above proceedings mentioned at and for the price of $5-400.00.

Second: That since the sale she has made arrangements with Sadie M. Penn whereby the said Sadie M. Penn has agreed to purchase the property from the said Carrie E. Raine at and for the sum of $5-400.00

Third: That it would be more convenient for

all parties concerned if the said Radie M. Penn would be substituted for Carrie E. Rawe as purchaser because the trustee would then be in a position to convey directly to the said Radie M. Penn.
To the end therefore:
One: That this Honorable Court pass an order substituting Radie M. Penn as purchaser of the real estate in the above proceedings mentioned in place of Carrie E. Rawe.
And as in duty bound, etc.,

Joseph A. Wilmer
Attorney for Carrie E. Rawe.

It is hereby understood and agreed by Radie M. Penn, by Robert E. Wriggington, her attorney, that she consents to be substituted as purchaser in place of Carrie E. Rawe of the real estate in the proceedings mentioned and it is hereined by Robert E. Wriggington, Trustee, duly appointed by this Honorable Court, that if the substitution is made, the said Radie M. Penn will carry out the terms of the sale.

Robert E. Wriggington
Attorney for Radie M. Penn
and Trustee.

Upon the aforegoing petition and statements of Robert E. Wriggington, Trustee, it is this 23 day of May, 1940, ordered, by the Circuit Court for St. Marys County, Maryland, in Equity, that Radie M. Penn be substituted purchaser in place of Carrie E. Rawe and Robert E. Wriggington, Trustee, is hereby ordered to remit to Radie E. Rawe the deposit she made of $500.00 upon receiving from Radie M. Penn a deposit of $500.00 pending final settlement.

Wm. Mearell Loker
Judge.

Filed May 24, 1940.

Certificate of Publication of Order Nisi on Sale

In the Circuit Court for St. Mary's County, Maryland
This is to certify that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland once a week for 4 successive weeks prior to the 22nd day of April and that the first publication appeared in the issue of April 4, 1940.

A. F. King,
Publisher
King

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 22nd day of April, 1940, that the Sale of the property mentioned in these proceedings, made and reported by Robert E. Wigginton, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the Third Monday in May 1940, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of four successive weeks before the said third Monday in May, 1940 next.

The report states that the amount of sale was $6-400.00.

C. Benedict Greenwell,
Clerk of the Circuit Court
for St. Mary's County,
Maryland.

Filed May 31, 1940.

Order of final ratification and reference to auditor.
Ordered, this 3rd day of June, 1940, by the Circuit Court for St. Mary's County, Maryland, In Equity, that the sale made and reported in the above entitled cause be, and the same is, hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed and published in said cause and the Trustee is to be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor to whom this cause is hereby referred.

Wm. Merrell Loker,
Judge.

Filed June 3, 1940.

The First Administration Account of Rodie M. Penn,
Administratrix of the Estate of J. Lindsey Penn, deceased.

This Accountant charges herself with the amount of inventory returned by her on

August 2nd 1939	$1982.00
And with increase in sale of 1938 tobacco crop	209.02
And with increase in sale of two calves	1.80
And with account in the First National Bank in name of J. Lindsay Penn, deceased	28.02-

And with increase in appraised value of sale of two hogs	7.00
And with increase in sale of wheat	12.00
Total amount of personal estate	$2240.78

And this Accountant craves allowances for the following payments and disbursements made on behalf of the estate of J. Lindsey Penn, deceased.

To U. C. Welch, Inc., Funeral Bill	$265.00
To St. Marys Beacon, Notice to Creditors	12.00
To J. Warren Guy, Register of Wills, his fees	22.50
To your Accountants commission of 10% on $2240.78	224.08
Commission $224.08	
1% Tax 22.41	
Net Commission $210.67	
To T. Barber Brookhank, Appraiser @ $2.00	2.00
To J. M. Fowler, Appraiser @ $2.00	2.00
To Sadie M. Penn Money advanced to J. Lindsey Penn in his lifetime	250.00
To Gardiner-Yamaski Milling Co.	22.05
To J. M. Fowler	4.50
To Guy Brace	138.12
To T. E. Brookhank	12.55
To one lot of corn fed to stock	45.00
To Jim Baker, Farm Lahar	2.00
To Lloyd Cole, Farm Lahar	2.32
To Herman Rusk, Farm Lahar	3.75
To Ignatius Butler, Farm Lahar	137.65
To Lizzie Butler, Farm Lahar	2.00
To Henrietta Counties, Farm Lahar	5.25
To one Bowman, Farm Lahar	1.20
To Parylee Counties, Farm Lahar	50.85
To Bennie Brown, Farm Lahar	3.50
To Henry Counties, Farm Lahar	7.55
To Tommy Miles, Farm Lahar	1.50
To Francis Young, Farm Lahar	37.00
To Edward Curtis, Farm Lahar	1.50
Total deductions and allowances	$1269.92

Total Assets: $2240.78
Total deductions: $1269.92
Total amount distributable 970.85

Distribution made in accordance with Article 93, Section 127 of the Laws of Maryland, 1922 Supplement; the deceased leaving no children but leaving a widow and brothers and sisters.

To Radie M. Penn, Widow of J. Lindsey Penn, deceased, $970.85
To J. Warren Guy, Register of Wills, 1% inheritance tax 9.71
$961.14

All personal property listed in inventory distributed to Radie M. Penn, widow, to apply on the $2,000.00 allowed her by virtue of Article 93, Section 127, 1935 Supplement.
Tax on real estate to be paid out of the proceeds from the sale of real estate and to be audited to J. Warren Guy, Register of Wills, by the Auditor of the Circuit Court for St. Mary's County, Maryland, In Equity.
The balance of the $2,000.00 due Radie M. Penn, widow, from the estate of her late husband, J. Lindsey Penn, to be taken from proceeds of real estate.

True Copy of First Adm. Acct. of Radie M. Penn.
Test:
(Reg. of Wills) (Seal)
J. Warren Guy
Reg. of Wills.

Filed June 3, 1940.

Bill for Bond
John R. Henry
Leonardtown, Maryland.
2-12-40

Robert E. Wiggington, Trustee
No. 1900 N. E.

1940
4/12 12-4374 Royal Indemnity Bond $28.00

Filed June 4, 1940.

Bill: St. Mary's Beacon.
A. F. King
Leonardtown, Maryland

To Robert E. Wiggington, Trustee
1940
Jan 2 To publig Order of Publication 12.5" 4T. $6.88
Mar. 12 " Notice of Sale 14' 2T. $2.00
Apr. 2 " Order Nisi (Sale) 7.50
" Order Nisi (Audit) 7.50
$103.88

Filed June 5, 1940.

Auditor's Report

In account with Robert E. Wiggington, Trustee

By proceeds from sale of Real Estate for this report $2400.00

To amount due C. Benedict Greenwell Clerk his fee $ 25.00

" " " Robert E. Wiggington, Plff. Atty. 20.00

" " " Joseph G. Wilmer, Plff. Atty. 10.00

" " " Robert E. Wiggington, Trustee, Commis. 224.00

" " " Jas. C. Meegan, Shff. Balto. City 1.90

" " " Robert B. Cooksey, Shff. Charles Co. 7.00

" " " Wm. Aleck Laker, Special Examiner 8.00

" " " Thomas B. Brashears, Witness .75

" " " Richard B. Long, Witness .75

" " " St. Mary's Beacon, Advertising 103.88

" " " John R. Mattingly, Agent, Prem. on Bond 28.00

" " " J. Gerald Abell, Auctioneer, Use Trustee 5.00

" " " William P. Wise Co. Treas., Taxes 1939 95.67

" " " Clay. T. King, Auditor, his fee 13.50

" " distributable $ 746.55

$2400.00 $2400.00

By Amount distributable, ut supra $ 746.55

To amount due State of Maryland 1% Inh. Tax $ 22.15

" " " State of Maryland 7½% Col. Inh. Tax 186.41

" " distributable to heirs 524.99

$ 746.55 $ 746.55

By amount distributable to heirs $ 524.99

To amount due Sadie M. Penn, amount to make up $2000.00 widow's allowance. $1029.15

" " " Sadie M. Penn ½ of Bal. 1858.70

$2887.85

Less 1% Inh. Tax 35.15 $2852.70

To amount due Collateral Heirs		$1828.70	
Less 7½% Bal. Inh. Tax		186.41	
		$1672.29	
" " "	Ernest B. Penn, a brother	1/6	$ 209.04
" " "	Essie B. Penn, a brother	1/6	209.04
" " "	Laura J. Brookhand, a sister	1/6	209.04
" " "	Carrie Raine, a sister	1/6	209.02
" " "	Robert T. Penn, a brother	1/6	209.02
" " "	T. Hanson Penn, a brother	1/6	209.02
" " "	Carlisle Raine, a nephew	1/22	104.52
" " "	Ethel Raine Hanson, a niece	1/22	104.52
" " "	Lucy Millard, a niece	1/22	104.52
" " "	Josephine Ryer, a niece	1/22	104.52
		$4524.99	$4524.99

To the Honorable, the Judges of said Court:

Your Auditor reports to the Court that he has examined the papers and proceedings in the above entitled cause, and from them has stated the within account, first charging the Trustee with the proceeds from sale of real estate, and, after crediting him with his costs and expenses of suit, together with taxes and State Inheritance Taxes, the net balance is distributed to the heirs of J. Lindsey Penn. First, the amount necessary to make up the widow's allowance of $2000.00 is allowed her, then, her half is distributed to her and the balance to the collateral heirs of the said J. Lindsey Penn. Tax figured on $6,000.00 appraisal.

All of which is respectfully submitted.

Alay. F. King
Auditor.

Filed June 6, 1940.

Order Nisi on Auditor's Report.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 6th day of June, 1940, that the report of the Auditor made, stated and filed in the above entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday in July, 1940, provided a copy of this Order be inserted in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks before the said first Monday in July, 1940.

C. Bendict Greenwell,
Clerk of the Circuit Court
for St. Mary's County
Maryland.

Filed June 6, 1940.

Certificate of Publication of Order Nisi on Auditor's Report.

In the Circuit Court for St. Mary's County Maryland
This is to certify that the appended Order Nisi on Auditor's Report has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the first Monday in July, 1940 and that the first publication appeared in the issue of June 7th, 1940.

A. F. King,
Publisher.

For "Order Nisi on Auditor's Report" see "Order Nisi on Auditor's Report" recorded on page 5-21 of this book, recorded immediately prior to the recording of the "Certificate of Publication."

Filed July 2, 1940.

Final ratification of the report of the auditor.

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 2nd day of July, 1940, that the report of the Auditor, made, stated and filed in the above entitled case 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 shown by the certificate of publication of the order nisi heretofore filed in this case.

Wm. Mowell Loker,
Judge.

Filed July 2, 1940.

Receipt of Co. Treas.

No. 180
Mr. J. Lindsay Penn Fourth District
To Wm. P. Nike, County Treasurer, Dr.
Taxes for Year 1939 Due September 1, 1939.

To County Tax on $6952 rate $1.07 on $100		$74.40
To State Tax on $ 2233/100 on $100		16.25
		$90.65
To interest on County Tax from Sept. 1, 1939		3.72

To interest on State Tax from Sept. 1, 1939 .80
.50
$95.67

Paid July 5, 1940.
Received Payment,
Wm. P. Price
County Treasurer,
St. Marys County.

Filed July 5, 1940.

Receipt of Register of Wills

No. 660

Leonardtown, Md.
July 5th, 1940

Received of Robt. E. Wigginton, Trustee No. 1960 N. E. - Penn Estate.

Two Hundred twenty-one & 56/100 Dollars ($221.56)

Coll. tax on R. E. $186.41
Direct tax on widow's share 35.15

By J. Warren Guy.
Register.

Filed July 5, 1940.

526