GW 46

In the matter of the Mortgaged Real Estate of Geo. Abram Moss & wife } No 2594 Equity In the Circuit Court for Anne Arundel County.

Original Mortgage & Notes Filed 31 Dec. 1903.

This Mortgage made this Twelfth day of October, in the year A. D. Nineteen Hundred and one, by and between George Abram Moss and Elizabeth D. Moss his wife, of the first part, and the Rector, Vestry and Church Wardens of St. Margarets Parish in Anne Arundel County of the second part, Witnesseth: Whereas the said Abram Moss and Mary E. Moss his wife have this day borrowed of the said Rector Vestry and Church Wardens of St. Margarets Parish the full sum of Eight Hundred dollars, and as evidencing the same have passed unto the said Rector, Vestry and Church Wardens the promissory note of them, the said George Abram Moss and Elizabeth D. Moss of even date herewith, and payable three years after date, for said principal sum, and as well the six other promissory notes of the said parties of the first part, each for the sum of twenty-four dollars, of even date and payable, the first three of six months after date, and the other five at intervals of six months thereafter respectively, for the semi annual interest upon the sum borrowed as aforesaid. And whereas it was a condition precedent to the making of said loan that these presents should be executed in order to secure the same more effectually, and the payment of the interest thereon regularly and semi-annually.

Now This Mortgage Witnesseth, That for and in consideration of the premises and of five dollars to them in hand paid the receipt whereof they acknowledge, they the said George Abram Moss and Elizabeth D. Moss, his wife, do hereby grant and convey unto the said Rector, Vestry and Church Wardens of St. Margarets Parish, and unto its successors and assigns all that lot of ground and premises lying, being and situate in the Second Election District of Anne Arundel County aforesaid, on West Street road in said District, described as follows:

Beginning for the same at a stake on the North line of West Street road at distance of thirty feet from the centre of the Bay Ridge Railroad track, and running thence North four degrees twenty minutes West two hundred and ninety-nine and fifty-one hundredths feet to a stake set on the rear line of Lot L., mentioned in Equity Cause of Brewer vs Brewer No. 1547 Equity, in the Circuit Court for Anne Arundel County: thence following said rear line South seventy-four degrees West sixty-feet to a stake: thence South four degrees twenty minutes East two hundred and ninety-one and seventy-five one hundredths feet to a stake on the North said of the said road: thence with said road South seventy nine degrees East twenty and fifty-four one hundredths feet: to a stake at the angle of

of the said railroad: thence still on the line of said road North seventy nine degrees East forty-feet to the line of beginning.
It being the same tract of land conveyed unto the said George A. Moss by deed from Julian Brown, Trustee, dated the twenty-second day of July Nineteen Hundred and one and recorded among the Land Records of Anne Arundel County aforesaid in Liber G. W. No. 22, at folios 144 etc. and therein particularly described.
Together with the Buildings and improvements thereupon: and the rights, roads, ways, waters, privileges, 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 Mortgagee its successors and assigns forever.
Provided, that if the said George Abram Moss and Elizabeth A. Moss Moss, his wife, their heirs, personal representatives or assigns, shall pay or cause to be paid said mortgage debt at the maturity thereof, as well as the interest thereon regularly and semi-annually, and shall perform all the covenants herein on their and each of their parts to be performed, then this Mortgage shall be void.
And it is agreed, that, until default be made in the premises, the said Mortgagors 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 Mortgagors for themselves their heirs, personal representatives, and assigns, do hereby covenant to pay when legally demandable.
But if default be made in the 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 Mortgagee, its successors, and assigns or Laurie P. Randall their Agent or Attorney, 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 Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; which time, place, manner, and terms of sale may be such, as said Mortgagee, or those making such sale may determine: 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 solicitors fee and all costs which may be incurred in collecting the mortgage debt, and also 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 its successors and assigns under the mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

And the said mortgagors, for themselves their heirs, personal representatives and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least Five Hundred 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 the debt or claim hereunder.

Witness, the hands and seals of the said mortgagors.

Test:

J. Roland Brady

Geo. A. Moss. (Seal)

Elizabeth D. Moss (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, That on this twelfth day of October, in the year Nineteen hundred and one before the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared George Abram Moss and Elizabeth D. Moss, his wife, and did each acknowledge the foregoing mortgage to be their respective act: and now at the same time, before me personally appeared Daniel R. Randall Agent of the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth, and that he is the agent of the within named Mortgagee, and also made oath in due form of law, that he has not required the mortgagors their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require the same to be paid by the mortgagors, or any person for them during the existence of this mortgage.

As Witness my hand and seal notarial.

(Notary's seal)

J. Roland Brady
Notary Public

$800. Annapolis, Md., October 12-1901

Secured by mortgage of even date herewith
Three years after date we promise to pay to the order of
Rector, Vestry & Church Wardens of St. Margarets Parish
Eight Hundred ~~~~~ Dollars.
at the Farmers National Bank, Annapolis, Md.
With interest thereon at 6% payable semi annually
Value received

Geo. W. Gross
Elizabeth D. Gross

Two Interest notes each for $24.00

Bond Filed and approved, Jan 8-1904.

Know all men by these presents That we Vannie R. Randall of Annapolis, Maryland, and The Aetna Indemnity Company, a body corporate, duly incorporated under the laws of the State of Connecticut, are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Hundred ($1600.00) 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 seventh day of January in the year nineteen hundred and four.

Whereas, The above bounden Vannie R. Randall by virtue of the power contained in a mortgage from George Abram Gross and wife to the Rector Vestry and Church Wardens of St. Margarets Parish, Anne Arundel County Maryland, bearing date the 12th day of October, 1901, and recorded among the Mortgage records of Anne Arundel County in Liber G. H. No. 22, folio 413 and whereas, Vannie R. Randall is about to sell the land and premises described in said mortgage, default having been made in the payment of the money specified, and in the conditions and covenants therein contained

Now the Condition of this Obligation is such, That if the above bounden Vannie R. Randall do and shall well and truly, and faithfully perform the trust reposed in him under this mortgage aforesaid, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed sealed and
delivered in the presence
of Wm. H. Woodward
attest:
Robert A. Doblin
Asst. Secretary

Corporate Seal

Vannie R. Randall Seal
Principal
By Henry G. Penniman
Vice President

In the matter of the
Mortgaged Real Estate of
George Abram Moss and wife } No. 2594 Equity
In the Circuit Court
for Anne Arundel County.

Attorney's Report of Sale & one Exhibit - Filed 19 Jan. 1904.

To the Honorable Judges of said Court.

The Report of Sale of Daniel R. Randall, Attorney named in the mortgage filed in these proceedings, to make sale of the property named therein in the event of foreclosure thereof, respectfully represents,

(1) That after giving bond with security for the faithful discharge of the duties required of him in this proceeding and of the trust reposed in him and after giving at least three weeks previous notice of the time, place and terms of sale, by advertisement in the "Evening Capital," a daily newspaper published in Annapolis, and by numerous handbills posted in said City, he did, pursuant to such notice attend at the Court House Door, Annapolis, on the nineteenth day of January 1904, at 12 O'clock M. that being the place, day and hour mentioned in said public notice and in the presence of numerous bidders did then and there offer the said property named in the mortgage and advertisement at public sale and sold the same, as a whole, unto John H. Pellett of Annapolis, he being then and there the highest bidder for the same at and for the sum of nineteen Hundred and Fifty-five ($1955.00) dollars. And the said purchaser has complied with the terms of sale

(2) And Your Attorney has filed herewith a certificate of J. Roland Brady, auctioneer, as to said sale.

(3) And Your Attorney further reports that at the time of the said sale and in the presence of Harry Elliott and Abram P. McC. Coulbourn and with their consent he announced to the bidders that the second and third mortgages held by the said Elliott and McC. Coulbourn upon the property then being offered for sale, being also in default as recited in this proceeding, and paid out of the proceeds of sale insuring unto the purchaser a title clear, free and and discharged of said third mortgage debts.

(4) And he further reports that the price obtained for the property was a good one and that the sale was fairly made.

Daniel R. Randall
Attorney named in mortgage.

State of Maryland,
Anne Arundel County, To. wit)

I hereby certify that on this 19th day of January, 1904, before the subscriber, Deputy Clerk of Court, personally appeared Daniel R. Randall, Attorney named in the above proceeding, and made oath in due form of law the matters and facts contained in the above report are true and that the sale was fairly made.

Wm. H. Woodward
Deputy Clerk Circuit Court, A. A. County.

In the matter of the Mortgaged Real Estate of George Abram Moss and wife } No. 2594 Equity In the Circuit Court for Anne Arundel County

Order Nisi - 19th January, 1904.

Ordered this 19th day of January, nineteen hundred and four, that the sale of the property mentioned in these proceedings made and reported by Daniel R. Randall, Attorney, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of February next: Provided a copy of this order be inserted in some newspaper published and printed in Anne Arundel County, once in each of three successive weeks before the 19th day of February next. The report states the amount of sales to be $1955.00.

Geo. Weller, Clerk

Certificate Pub. Order Nisi - Filed 12 Feb. 1904.

Annapolis, Md. Feb. 11-1904.

We Hereby certify, That the annexed advertisement in matter of the mortgaged estate of George Abram Moss and wife was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County Md., once a week for 3 successive weeks before the February 11, the first insertion appearing on the 19th day of January, 1904.

Wm. H. Abbott
Publisher

Mortgaged real estate of George Abram Moss Deceased } 2595 Equity In the Circuit Court for A. A. Co.

Order 20 February - 1904.

Ordered this twentieth day of February in the year nineteen hundred and four by the Circuit Court for Anne Arundel County sitting in Equity that the sale made and reported by Daniel R. Randall, attorney, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown though due notice thereof appears to have been given as required by the order nisi passed in the said cause.

And the Attorney aforesaid is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor, to whom the papers are now referred for an account.

Jas. Revell

Exhibit

Mortgage Sale of Valuable property on West Street Extended

Two Dwellings, a Store and Coal Yard.

By virtue of the power contained in a mortgage from George Abram Moss and wife, dated October 12th 1901, and recorded in Libre G.W. No. 22, at folio 435, the undersigned, as attorney named therein to

make sale, will offer at public sale at the Court House door, Annapolis on Tuesday, January 19th 1904, at 12 o'clock noon.

All the property mentioned in said mortgage and situated on the north side of West Street extended in the 2nd District of Anne Arundel County near the city limits, consisting of a Lot of Ground fronting sixty feet on said street with a depth of 300 feet, paralled with Bay Ridge R.R. track, and improved by Two new Frame Tenk Rooms dwellings under rent

A new Frame Store Building recently occupied by the said Moss as a place of business, a Coal Yard with railroad siding from the Bay Ridge Track, well equipped for business, Bins, Scales &c.,

The property offered is one of the best business stands and a great opportunity for profitable investment. For further particulars apply to the undersigned

Terms of Sale: One Third of the purchase money cash, or upon the ratification of the sale; one third in three months and one-third in six months from day of sale; or all cash, at the option of the purchaser. A deposit of $100 will be required of the purchaser the day of sale

J. Roland Brady Auctioneer } Daniel R. Randall attorney named in Mortgage.

Auctioneer's Certificate

I hereby certify that on this 19th day of January 1904, I sold the within mentioned property to John H. White at and for the sum of one thousand nine hundred and fifty-five dollars, he being the highest bidder therefor.

J. Roland Brady
Auctioneer

In the case of the Mortgaged Real estate of George A. Moss } No. 2594 Equity
In the Circuit Court
for Anne Arundel County

Auditor's Report & Account - Filed 24 July 1904.

To the Honorable the Judges of said Court

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account in which costs commissions, taxes and expenses are first allowed after which the balance is distributed in payment of Sundry mortgage and judgment claims according to their priorities.

All of which is respectfully submitted.

James H. Norris
Auditor

Dr. The mortgaged Real Estate of Geo A. Gross in ac with Cr.

Daniel R. Randall Attorney

1904 Jan. 19.	To the Trustee for his commission			℔	92	85	1904 Jan 19	By proceeds of sale as per report filed	℔ 1955 00
" "	" Attorney " " expenses viz:								
" "	" Advertising Lemuel C Smith	℔	18 50						
" "	" Auctioneer, J. Roland Brady		11 00	℔	29	50			
" "	" The Atty for Court Costs, viz								
" "	" Solicitor	℔	10 00						
" "	" Clerk of Court		14 75						
" "	" Audited		9 00		33	75			
" "	" D. R. Randall for insurance paid by him			℔	4	20			
" "	" Taxes payable from this fund viz:								
" "	" State & County Taxes for year 1902		17 16						
" "	" " " " " 1903		13 94	℔	31	10			
" "	" The Rector Vestry & St Margarets Parish in full of mortgage &c.			℔	836	90			
" "	" C. W. Martin & Co. in full of Mechanics Lien Claim; interest & costs			℔	102	19			
" "	" Kemper Thomas & Co. Judgment interest & costs			℔	15	27			
" "	" L. L. Gray & Co. Judgment, interest & costs			℔	175	60			
" "	" Harry W. Elliott, Mortgage & interest			℔	306	40			
" "	" Griffith & Turner, Judgment Int & costs				38	22			
" "	" A. P. Bro. Combs in part payment of mortgage claim				289	02			
				℔	1955	00			1955 00

Amount of mortgage claim of
A. P. Bro. Combs. Principal ℔ 669 00
Interest 11 06
680 06
Amount allowed Supra 289 02
Balance ℔ 391 04

Annapolis, Mar. 1' 1904.

We hereby assent to an immediate ratification of the within account.

Danl. R. Randall Solicitor
for St Margarets: A. P. Mc Comas
& Kemper. Turner Co.,
Geo. A. Gross, Mortgagor
Jerry L. Smith
Atty for C. W. Martin & Co.

The mortgaged Real Estate of George Abram Gross } In the Circuit Court for Anne Arundel County No. 3596 Equity

August 8-1904, Order Ratifying Auditor's Report & Account

This Account and Report having this 8th day of August 1904 been submitted to me for ratification, It is ordered that the Report and account of the Auditor, filed on the 24 February 1904, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee, Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. Revell.

William Johnson
vs.
Harriet Johnson

In the Circuit Court
for Anne Arundel County
In Equity No. 2146

Bill of Complaint - Filed 5th June 1898.

To the Honorable The Judges of said Court.

The Bill of Complaint of William Johnson against Harriet Johnson widow of Anne Arundel County, Maryland, humbly shows.

1st That heretofore a certain Shedrick Johnson late of said county deceased was in his life time, seized of certain real estate lying and being in the 4th Election District of said County, as will more fully appear by a certified copy of a certain deed recorded among the Land Records of said County duly filed marked Exhibit No. 1, and prayed to be taken as part of this bill, and being so seized, departed this life intestate, sometime in the year of 1897, and leaving Harriet Johnson his only lawful widow the defendant in this cause who is of full age and resides in the aforesaid county and State of Maryland and your orator the only brother the sole heir at law and who is of full age intermarried with one Rosa Johnson who is also of full age and resides in said County.

2nd Your orator admits the dower right of the said defendant Harriet Johnson in the said real estate, and charges that the said real estate is not susceptable of partition without loss or injury and that it will be for the interest and advantage to both parties to sell the said real estate and distribute the proceeds of said sale amongst the parties entitled.

And that your orator further charges that he has applied to the said defendant and requested her to unite with your orator in making a sale thereof upon terms which would be convenient and benefit to both parties but these requests having been utterly rejected and therefore your orator is advised that he is entitled, sell the aforesaid real estate, and divide the proceeds thereof between them in proportion to their respective interests.

To the end therefore that the said Harriet Johnson, widow, may answer the premises and that a decree may be passed for the sale of the aforesaid real estate and the proceeds of sale be distributed between the said Harriet Johnson and your orator in the proportions herein stated.

And your orator may have such other or further relief as his case may require.

May it please your Honors to grant unto the writ of subpoena directed to the said Harriet Johnson, widow, commanding her to be and appear in this Court at some day to be therein named and appear and answer the premises and abide by and perform such decrees as may be passed in the premises.

And as in duty bound &c.

Geo. L. Pendleton
Sol. for Compt.

Explicit No. 1 - Filed 5th June 1899

This Deed made this 19th day of July in the year eighteen hundred and eighty six between William E. Cecil and Josie J. Cecil his wife of Anne Arundel County in the State of Maryland of the one part and Shadrack Johnson of the said County and State of the other part.

Witnesseth that for and in consideration of the sum of Sixty dollars current money the said William E. Cecil and Josie J. Cecil his wife do by these presents grant and convey to the said Shadrack Johnson his heirs and assigns forever, in fee simple, part of a tract of land called Hammonds Inclosure lying in the County aforesaid, Beginning for the same at the end of the third line of Henry Blackstone part of said land and running five degrees east twelve and one quarter perches, thence north forty three and one quarter degrees West Twenty eight perches to the second line of Hammonds Inclosure, thence bounding on said line reverse thereof South forty five and three quarters degrees, West eleven and one quarter perches to a post at the end of the fourth line Henry Blackstone's part of said land, thence bounding on said line reverse thereof South forty-three and one quarter degrees East thirty two perches to the beginning containing two acres of land more or less.

To Have and To Hold the said piece or parcel of land with the appurtenances thereunto belonging or in anywise appertaining thereunto, to the only proper use of him the said Shadrack Johnson his heirs and assigns as aforesaid.

And the said William E. Cecil and Josie J. Cecil, his wife do hereby covenant that they will warrant specially and generally the property hereby conveyed.

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

Test:
Robt F. Dodson, J.P.

W. Edwin Cecil (Seal)
Josie J. Cecil (Seal)

State of Maryland
Anne Arundel County, to wit:

I Hereby certify that on this nineteenth day of July in the year eighteen hundred and eighty-six before me a Justice of the Peace for the State and County aforesaid personally appeared William E. Cecil and Josie J. Cecil his wife and they did each acknowledge the aforegoing deed to be their act.

Robt. F. Dodson
J.P.

Recorded July 27-1886

10¢ Int Rev. Stp.

State of Maryland,
Anne Arundel County, Sct.

I Hereby certify that the aforegoing was duly taken and copied from Libr S. H. No. 28 folio 559 &c. One of the Land Records of Anne Arundel County.

In Testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this Fifth day of June 1899.

Seal Ct. Ct. A. A. Co.

George Wells Clerk

William Johnson
vs.
Harriet Johnson

In the Circuit Court
for Anne Arundel County
No. Equity

Answer - Filed 5th June 1899.

The answer of Harriet Johnson widow to the Bill of Complaint of William Johnson against her in this Court exhibited says.

This defendant admits the several matters and things charged in the Bill of Complaint to be true, and therefore consents to a decree for the sale of the real estate in these proceedings mentioned and charges that she is entitled to such part of the proceedings from said sale to be allowed her according to her age, and condition of health and hereby waives the right and claim of having her dower set out to her in the same.

Julian Brewer

Harriet her X mark Johnson

State of Maryland,
Anne Arundel County, SS.

I hereby certify that on this 5th day of June in the year of 1899 before me the subscriber a justice of the peace, of the state of Maryland in and for the aforesaid county personally appeared before me Harriet Johnson the defendant and made oath in due form of law, that the matters stated in the aforegoing answer are true to the best of her knowledge and belief

Julian Brewer Seal
Justice of the Peace

William Johnson,
vs.
Harriet Johnson

Circuit for
Anne Arundel County
No. 2146 Equity

Petition to take Testimony - Filed 17 June 1899.

To the Honorable, the Judges of said Court:

The petition of William Johnson, the Complainant respectfully shows.

That the defendant having answered the Bill of Complaint, and that this cause is at issue and ready for taking the proof &c.

Your petitioner therefore prays that Your Honors will authorize and allow the petitioner to take proof before one of the standing Examiners of this Court to support the allegations of the Bill of Complaint

And in duty &c.

Geo. L Pendleton,
Sol. for Petitioner

Order 17th June 1899.

Ordered on this 17th day of June in the year of 1899, by the Circuit Court for Anne Arundel County Maryland, upon the foregoing petition that the plaintiff have leave to take proof before one of the standing Examiners of this Court to support the allegations of the bill of Complaint upon notice to the defendants.

Jas. Revell

William Johnson vs. Harriet Johnson } Circuit Court for Anne Arundel County No. 2146 Equity

General Replication Filed 5th June 1899.

The plaintiff joins issue on the matters alleged in the answer of Harriet Johnson so far as the same may be taken to deny or avoid the allegations of the Bill.

And in duty &c.

Geo. L. Pendleton
Sol. for Compl't.

William Johnson vs. Harriet Johnson } No. 2146 Equity Circuit Court for Anne Arundel County.

Testimony = Filed 23rd Sept 1899.

Tuesday 22nd August 1899.

Present: George L. Pendleton, Solicitor for the Plaintiff
Jerry L. Smith Examiner.

Pursuant to an order heretofore passed by this Court in this cause met at the Office of George L. Pendleton Esq., in the City of Annapolis on Tuesday the 22nd of August 1899 at 12 O'clock Noon when the following testimony was taken.

Harriet Johnson a witness of lawful age produced on behalf of the defendant being first duly sworn deposes and says:

1. Ques. Do you know the parties to this suit?
Ans. Yes I know the parties to this suit.
2. Ques. Are you married or single?
Ans. I have been married to one Shadrach Johnson who is now dead.
Examiner files certified copy of marriage marked Exhibit No. 1.
3. Ques. Did you have any children by Shadrach Johnson?
Ans. Yes, I had one child, which is now dead.
4. Ques. Do you know whether or not Shadrach Johnson has any relatives?
Ans. Yes he has one brother living his name is William Johnson, who is the plaintiff in this case.
5. Ques. Is William Johnson married or single?
Ans. Yes, he is married to Rosa Johnson.
6. Ques. Do you know of any property Shadrach Johnson owned at his death?

Ans. Yes, he owns about three acres of land, see Exhibit No. 2 filed with Examiner
7. Ques. Is this property improved?
Ans. Yes, it is improved by a two story frame dwelling and the necessary out houses.
8. Ques. Do you know whether or not Shadrack Johnson ever married again after the marriage with you?
Ans. Yes, I believe he married Harriet Holloway.
9. Ques. After the death of Shadrack Johnson your husband could you and William Johnson his brother, agree as to the share of partition of said property in question?
Ans. No, we could not agree as to the settlement of this property, either one way or the other.
10. Ques. Have you a dower interest in this property?
Ans. Yes, I claim a division dower in this property, which I believe I am entitled to under the law.
11 Ques. Do you believe it would be to the interest of all parties to this suit to have said property sold or have a partition?
Ans. I believe it would be better to have said property sold, because the property can not be divided between the parties to this suit without loss or injury to me, and William Johnson.
To the general question under the rule the Witness says that Shadrack Johnson had money deposited in a Bank in Baltimore City and after his death the money was deposited in The Farmers National Bank, he also had a buggy and also had ~~also~~ household furniture.

Witness: Jerry L. Smith } Harriet (her mark) Johnson

There being no other witnesses and no further time being desired the testimony is now closed and returned to this Court.

Jerry L. Smith (Seal)
Examiner

William Johnson
vs
Harriet Johnson
} Circuit Court
for Anne Arundel County
No. 2146 Equity

Decree for Sale October 17th 1899.

This cause standing ready for hearing and all the parties thereto having consented to the passage of a decree in the premises and the same having been submitted on the Bill and answer and other proceedings and the testimony, and all the proceedings having been considered by the Court it is, on this 17th day of October A. D. 1899, by James Rebrel one of the Associate Judges of the Circuit Court for Anne Arundel County and by the authority of said Court adjudged ordered and decreed, that the real estate in these proceedings mentioned be sold, that Geo. L. Pendleton be and he is hereby appointed Trustee to make said sale: and that the couse

and manner of his proceedings shall be as follows: He shall first file with the clerk of the Court a bond to the State of Maryland executed by himself with surety or sureties to be in the penalty of Three Hundred dollars current money, to be approved by the Clerk, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any further decree or order in the premises: He shall then proceed to make public sale of the said real estate, after having given at least three weeks notice, by advertisement in such newspaper or newspapers published in Anne Arundel County and such other notice, as he shall think proper, of the time, place, manner, and terms of sale, which terms shall be one half of the purchase money to be paid in cash on the day of sale, or the final ratification thereof by the Court and the residue in six months to be secured by the Bond of the purchaser with sureties to be approved by the Trustee, or all cash at the option of the purchaser, the unpaid purchase money to bear interest from date of sale, and the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an affidavit annexed of the truth thereof, and on obtaining the Court's ratification thereof and upon payment of all purchase money the said Trustee shall by good and sufficient deed to be executed and acknowledged according to law convey to the purchaser his her or their heirs and assigns the said real estate or him her or them, free, clear and discharged from all claims of the parties thereto, plaintiff and defendant and those claiming by from or under them or either of them; and the said Trustee shall bring into the Court the money arising from said sale to be distributed under the discretion of this Court, after deducting the cost of this suit and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust:

Jas. Revell
Associate Judge of 5th Judl Circuit

Bond Filed and Approved Nov. 4-1899.

Know all men by these Presents, That we George L. Pendleton of Anne Arundel County, State of Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Hundred ($300.) 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, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of November in the year of our Lord one thousand eight

hundred and ninety-nine.
Whereas, the above bounden George L. Pendleton, by virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell the property mentioned in the proceedings in the case of William Johnson vs. Harriet Johnson, now pending in said Court. Now the condition of the above obligation is such, that if the above bounden George L. Pendleton, 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
J. H. Holbrook
Attest: H. C. Bosley
Secretary.

(Corporate seal)

Geo. L. Pendleton (Seal)
Fidelity and Deposit Company of Maryland
Per Edwin Warfield, President

William Johnson
vs.
Harriet Johnson

Circuit Court
for Anne Arundel County
No. 2146 Equity.

Report of Trustee & Petition - Filed 9th Dec. 1899.

To the Honorable Court.

The undersign, Trustee duly appointed by this Honorable Court, having on the seventh day of December 1899, offered the real estate in these proceedings mentioned, and not having any bidders for same, sale was withdrawn.

Geo. L. Pendleton, Trustee.

William Johnson
vs.
Harriet Johnson

Circuit Court
for Anne Arundel County
2146 Equity.

To the Court.

The petition of Geo. L. Pendleton trustee respectfully shows:
That the property in these proceedings mentioned being very meagre and little value that it is to the interest of all parties to sell the said property at a private sale.
Your petitioner therefor prays leave to sell the said real estate at private sale.
And in duty &c.

Geo L. Pendleton, Trustee.

Order 22nd December 1899.

Ordered on this 22nd day of December 1899, by the Circuit Court for Anne Arundel County upon the petition of the Trustee that leave be granted, to sell the property desired to be sold at private sale, subject to the ratification of the sale by this Court, And it is further

adjudged and ordered that the decree for sale of the 17th October 1899, be changed and modified in accordance with this order and the prayer of the petitioner.

Jas. Revell.

William Johnson vs. Harriet Johnson } Circuit Court for Anne Arundell County No. 2146 Equity.

Second Report of Sale, Filed 4th March 1903.

The Second Report of Geo. L. Pendleton, Trustee in the above entitled cause shows, that having fd a long time made several effort to dispose of the small piece of real estate and that succeed to make sale of the same upon the written agreement of the respective parties filed for the sum of seventy five dollars, a private sale, on terms as therein stated.

That the property has been occupied by the purchaser Harriet Johnson before and since the sale and that she still occupies the same. And that the price is fair and above the original price named in the decree filed

Respectfully submitted
Geo L. Pendleton, Trustee

State of Maryland,
Anne Arundel County.

I hereby certify on this day of in the year 1903 before me the Subscriber, a deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Geo. L. Pendleton, the within named Trustee and made oath in due form law that the matters and things set forth in the aforegoing report are true.

Wm. H. Woodward
Deputy Clerk

Wm. Johnson vs. Harriet Johnson } No. 2146 Equity Circuit Court for Anne Arundel County.

Order Nisi 5th March 1903.

Ordered this 5th day of March 1903, That the sale of the property mentioned in these proceedings made and reported by Geo. L. Pendleton Trustee, Be Ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of April next. Provided a copy of this order be inserted in some Newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of April next.

The report states the amount of sale to be ($75.00) Seventy five dollars.

Geo. Wells
Clerk.

Certificate Pub. Advertising - Filed 21 Sept. 1903.

Annapolis, Md. June 6 1903.

We hereby certify, That the annexed advertisement Order in the Estate of Wm Johnson vs. Harriet Johnson, No. 2146 Equity was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md. once a week for 3 successive weeks before the 6th day of April, the first insertion appearing on the 5th day of March 1903.

Wm. Wm. Abbott
Publisher

Wm. Johnson
vs.
Harriet Johnson

No. 2146 Equity
Circuit Court for
Anne Arundel County.

Order of Final Ratification of Sale 23 Sept. 1903.

The papers in this cause having been submitted to me this 23rd day of September, A. D. 1903. It is ordered by the Circuit Court for Anne Arundel County, that the sale made and reported by Geo. L. Pendleton Trustee and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order. The Trustee is allowed the usual commissions, and all expenses not personal for which he shall produce vouchers

Jas. Revell.

Sarah K. Wilson and
Alexander Wilson, his husband
vs.
Jean S. Miller

No. 2557 Equity
In the Circuit Court
for Anne Arundel
County.

Bill of Complaint - Filed 8 August 1903.

To the Honorable, the Judges of said Court.

The Plaintiffs respectfully show,

First That certain William Price, late of Anne Arundel County, deceased, was in his life time seized and possessed of a lot of ground with a dwelling house thereon situate on Carroll Street in Annapolis, Maryland, as will appear by reference to certified copy of the deed thereof hereunto filed marked Exhibit, No. 1.

Second, That being seized and possessed of the said property the said William Price on the 18th day of June, 1898, departed this life leaving a last Will and Testament duly admitted to probate by the Orphans Court of Anne Arundel County and recorded in the Office of the Register of Wills of said County, certified copy whereof is hereunto filed marked Plaintiffs' Exhibit No. 2, by which the said William Price devised his aforesaid real estate unto the Plaintiff Sarah K. Wilson then Sarah K. Burk, and a certain Emma V. Miller, sister of the plaintiff, a daughter of the said William Price.

Third That, on the 19th day of April, 1900 the said Emma V. Miller departed this life leaving a last will and testament duly admitted to probate by the Orphans Court of Anne Arundel County and duly recorded in the office of the Register of Wills of said county, certified copy whereof is hereunto filed marked Plaintiffs Exhibit, No. 3, whereby the said Emma V. Miller devised to her two daughters, Jean S. Miller, the defendant, and Emma Price Miller, all of her interest in the aforesaid real estate. And the Plaintiffs further show that the said defendant is an infant under the age of twenty-one years, and that said Anna Price Miller departed this life an infant, unmarried and intestate December 3rd 1901, and that all the right, title interest and estate of the said Anna Price Miller deceased thereby devolved upon and became vested in her surviving sister Jean S. Miller, as her sole heir at law.

Fourth, The Plaintiffs further show that the said property is now held by the Plaintiff Sarah K. Wilson, and defendant as tenants in common thereof and that the said property is not susceptible of advantageous partition because the said lot is improved by only one house and because the plaintiff is entitled to one-half thereof and the defendant to one-half thereof, and that it is not physically possible to make partition of the said property according to the respective interests therein of the parties thereto entitled, and that the said property is greatly dilapidated and unfit in its present condition for comfortable habitation, and that it would be necessary to expend a considerable sum of money to make the same Comfortably

Habitable, if not indeed necessary to tear down the existing improvements on the said lot and rebuild the same, all of which will require the outlay of a considerable sums of money. That the parties have no means with which to make the said improvements and that the said infant is incapable in law of borrowing any thing on her interest in the said property, and that furthermore to divide the said lot into two parts would make too small a lot for comfortable or advantageous use.

And the plaintiffs, therefore, show that it is to the interest and advantage of all parties concerned and especially the infant defendant that the said property should be sold and the proceeds divided amongst the parties thereto entitled.

To the end therefore, that the real estate in these proceedings mentioned may be sold for partition amongst the parties entitled, and that the plaintiff may have such other and further relief as her case and equity may require, may It Please Your Honors to grant unto the plaintiff, the writ of Subpoena to be directed to the said defendant commanding her to be and appear in this Court by some certain day to be therein named and by Guardian ad Litem on that behalf to be appointed to answer this Bill of Complaint and show cause, if any she may have, why the relief herein prayed should not be granted.

And as in duty, etc.

James H. Munroe
Solc for Pltffs.

Exhibit No. 1 - Filed 8th Aug. 1903

This Deed made this seventh day of April in the year of our Lord Eighteen hundred and Sixty, between Louis Parker and Willy his wife, of Anne Arundel County, State of Maryland of the first part and William Price of the second part, Witnesseth that for and in consideration of the sum of Three hundred and forty-five dollars, One half in cash and the balance in two equal instalments with interest payable at twelve and eighteen months from the twenty-fourth of October, 1859, the said parties of the first part do hereby grant unto the said William Price All that lot or parcel of ground lying and being in the City of Annapolis on the west side of Carroll Street, beginning for the same at said Mr. House eighty-nine feet and half of one foot, from the intersection of North West Street by Carroll Street, then running westerly one hundred feet, thence north easterly thirty-eight feet and One half of a foot, thence easterly one hundred feet, to said Carroll Street, thence to the place of beginning, together with all the buildings and improvements thereon and all the right, title and interest of them the said parties of the first part both at law and in Equity.

Test.
Wm Glover

Louis his + mark Parker (Seal)
Willy her + mark Parker (Seal)

State of Maryland,
Anne Arundel County, to wit:
I hereby certify that on this Seventh day of April in the year eighteen hundred and sixty before me, the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared Louis Parker and Willy his wife, and did each acknowledge the foregoing to be their respective act and deed.

Wm. Glover

Recorded the 19th day of April-1860.

State of Maryland,
Anne Arundel County, Sct:
I hereby certify that the foregoing is truly taken and copied from Libr W.H.G. No. 9. Folio 139 &c. One of the Land Record Books for Anne Arundel County
In Testimony whereof I hereto set my hand and affix
Seal the seal of the Circuit Court for Anne Arundel County
this 8th day of August. A.D. 1903.

Geo. Wells, Clerk.

Exhibit No. 2. Filed 8th August 1901.

I, William S. Brice of the City of Annapolis, County of Anne Arundel and State of Maryland being of sound and disposing mind and memory, and being desirous of settling my worldly affairs while I have strength and capacity so to do, do make, publish and declare this my last will and testament, that is to say:
First, I give and bequeath to my son, Daniel Brice the sum of five dollars. Second, I give and bequeath to my son John Brice the sum of five dollars: Third, I give and bequeath to my grandson William Francis Brice, the sum of five dollars: Fourth. I give devise and bequeath to my two daughters, Emma V. Miller and Sarah K. Burke, all of my real and personal property whatever to have and to hold equally for themselves their heirs and assigns forever. No right of courtesy shall ever pass to any husband or husbands of either of my daughters in any devised property without some legal conveyance to that effect. I hereby appoint my two daughters, Emma V. Miller and Sarah K. Burke the executrixes of this my last will & testament. I hereby revoke all former wills by me made.
In witness whereof, I hereunto set my hand and seal at Annapolis, aforesaid this second day of April eighteen hundred and ninety-seven
Signed and sealed by said William S. Brice who at the same published and declared the same, as and for his last will and testament in the presence of us, who in his presence, and in the presence of each other, and at his request have hereto scribed our names as witnesses.
Richard E. Krieg of Annapolis Md.
William S. Stephney of Annapolis Md.
Wallace Stewart of Annapolis Md.

William S. Brice his mark (Seal)

Anne Arundel County, SS.
On the 21, day of June 1898 came Emma V. Miller, In the presence of Almighty God doth declare, that she does not know of any Will or Codicil of Wm S. Price late of said County, deceased, other than the above instrument of writing, and that she received the same from the Register of Wills this day whose possession it has been since April 6' 1898 and the Testator died on or about the 18' day of June 1898.
Sworn to in Open Court.
Test:
R. McC. Kendree Davis,
Depty. Registry of Wills for Anne Arundel County.

Anne Arundel County, SS.
On the 21, day of June, 1898, came Richard C. King, William S. Storey subscribing witnesses to the foregoing Last Will and Testament of Wm S. Price late of said County, deceased, and made oath on the Holy Evangely of Almighty God, that they did see the Testator sign and seal this Will that they heard him publish, pronounce, and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding: and that they together with Wallace Stelvat since deceased, subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.
Sworn to in Open Court.
Test: R. McC. Kendree Davis
Deputy Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County;
The Court after having carefully examined the above last Will and Testament of William S. Price, late of Anne Arundel County, deceased, and also the evidence adduced as to its validity, Orders and Decrees, this 21 day of June A. D. 1898, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William S. Price, deceased.
Grafton Duvall C. J.
Galloway Creston, A. J.

Maryland, Sct.
The State of Maryland
To all persons to whom these Presents shall come: Greeting:
Know ye, That the Last Will and Testament of William S. Price late of Anne Arundel, deceased, hath in due form of law been exhibited, proved and recorded, in the Office of Register of Wills for Anne Arundel County, a copy which is to these presents annexed, and administration of the goods, chattels and credits of the deceased, is hereby granted and committed unto Emma V. Miller, & Sam. K. Price the Executors by the said will appointed.
Witness, Grafton Duvall, Chief Judge of the Orphans Court of Anne

Anndel County this 21, day of June in the year of our Lord, one thousand eight hundred and ninety eight

Test: Richard D. Baldwin
Register of Wills, Anne Anndel County,

Maryland,

Anne Anndel County, Sct:

I hereby certify, That the within and foregoing Will of Wm. S. Price is truly copied from the original on file in the office of the Register of Wills for Anne Anndel County aforesaid.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Orphans' Court for Anne Anndel County, this 21st. day of June A. D. 1898.

(seal) Richard Baldwin
Register of Wills for A. A. Co.

Pltffs. Exhibit No. 3- Filed 8th August, 1903.

Copy

Last Will and Testament
of Emma V. Miller deceased

I, Emma V. Miller of Annapolis County of Anne Anndel, State of Maryland, being of sound and disposing mind and memory and being desirous of settling my worldly affairs, while I have strength and capacity to do, do make, publish, and declare this my last will and Testament, that is to say:

First: I give devise and bequeath all my property, both real and personal of which I may die possessed to my children, viz: Jean S. Miller, and Annie Price Miller, to them and their heirs and assigns forever.

Second. I herein request that fourteen dollars, out of my estate be paid to my sister Sarah K. Price of which amount of money I owe to her.

Third, I hereby appoint Sarah K. Price and Mary Douglass, the Executrixes of this my last Will and Testament.

In witness whereof I hereunto set my hand and seal at Annapolis aforesaid this ninth day of April, nineteen hundred.

Emma V. Miller (seal)

Signed, and sealed by said Emma V. Miller, who at the same time published and declared the same as and for her last Will and Testament, in the presence of us, who in her presence and in the presence of each other, and at her request have hereto subscribed our names as witnesses.

Richard C. King Annapolis Md.
Geo. A. Buiely Annapolis Md
George Adams Annapolis Md

Anne Arundel County, SS.
On the 27th day of May 1903 came Joseph A. Fowler, Deputy Register of Wills, and made oath in due form of law, that he does not know of any Will or Codicil of Emma V. Miller late of said County, deceased, other than the above instrument of writing, and that he received the same from the Will Files in the Register of Wills office where the same had been deposited for safe keeping.
And that the deceased departed this life on or about the 22nd day of May 1901.
Sworn to before the subscriber,

Luther A. Palmer
Register of Wills for Anne Arundel County.

Anne Arundel County, SS
On the 2nd day of June 1903 came Richard C. King and George A. Burley two of the subscribing witnesses to the aforgoing Last Will and Testament of Emma V. Miller late of said County deased, 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 appreion, of sound and disposing mind, memory and understanding: and they together with George Adams the other subscribing witness subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.
Sworn to before the subscriber,

Luther A. Palmer
Register of Wills for Anne Arundel County.

In the Orphans Court for Anne Arundel County:
The Court after having carefully examined the aforgoing last Will and Testament of Emma V. Miller late of Anne Arundel County, deceased together with the evidence adduced to its Validity Orders, and Decrees this 2nd day of June 1903, that the same be admitted in this Court as the true and genuine last Will and Testament of Emma V. Miller — deceased,

Alfred Yearns C.J.
C.H. Russell A.J.
Henry Woodward A.J.

Filed 27th May, 1903.

Office of Register of Wills
for Anne Arundel County
I hereby certify that the aforgoing is a true copy of the last Will and testament of Emma V Miller, and of the Probate thereof, late of said County deceased, Recorded in Liber R.B. No. 1- folio 162, one of the Will record Books in this office
(Seal) In Testimony whereof I hereto set my hand and affix the seal of the Orphans Court this 8th day of June 1903.
Luther A. Palmer
Register of Wills

Subpoena issued, and returned non est.
Mother dead, father resides in Washington D.C. and no Guardian
Geo. Thos. Brasley, Sltff.

Subpoena issued and returned summoned.
Father of infant defendant, now resident of Maryland, Mother dead no guardian within the Jurisdiction of this Court. Defendt resides with pltff Sarah K Wilson her aunt.
Geo. Thos. Brasley. Sltff.

Sarah K Wilson & Alexander Wilson her husband
vs.
Jean S. Wilson

No. 2557 Equity.
In the Circuit Court,
for
Anne Arundel County.

Petition for app. of Guad. ad litem - Filed 5th Oct. 1903.

To the Honorable, the Judges of said Court.
The plaintiffs respectfully show that the infant defendant in this case has been duly summoned and that due return there of has been made, showing that the said infant defendant has no guardian within the jurisdiction of this Court: that the mother of said infant is dead, and that the father of said infant is a non resident of this State, and the plaintiffs accordingly pray the Court to appoint a guardian ad litem to answer and defend this suit for said infant defendant.
And as in duty etc.
James M. Munroe
Soler. for pltff.

Order 5th October 1903.
Ordered by the Circuit Court for Anne Arundel County, in Equity, this fifth of October, in the year 1903, upon the foregoing petition that R. Malcolm Hunter be, and is hereby appointed guardian ad litem for Jean S. Wilson, the infant defendant in this case, to answer and defend this suit for said infant defendant.
Jas. Revell.

Answer of Guardian ad Litem - Filed 5th Oct. 1903.
To the Honorable the Judges of said Court.
The answer of Jean S. Wilson by R. Malcolm Hunter guardian ad litem in this case, respectfully shows.,
That she neither admits nor denies the allegations of the bill of complaint, but submits her rights in the premises to the protection of this Honorable Court.
And as in duty, etc
R. Malcolm Hunter
Guardian ad litem

Wilson
vs.
Miller
} No. 2557 Equity
In the Circuit Court
for Anne Arundel County.

Replication - Filed 5th October 1903.

The plaintiffs join issue on the matters alleged in the answer of the defendant in this case so far as the same may be taken to deny or avoid the allegations of the bill.

James M. Munnor
Solr for pltff.

Wilson
v.
Miller
} No. 2557 Equity
Circt Ct. for A. A. Co.,

Petition & order for leave to take Testimony.
Filed 5th October 1903.

To the Honorable, The Judges of said Court.

The plaintiffs respectfully show.

That this case is at issue and they pray leave of the Court to proceed now to take testimony in support of the allegations of the Bill.

And as in duty &c.

James M. Munnor
Solr. for pltffs.

Order. 5th October 1903.

Ordered by the Court this 5th day of October 1903 upon the aforegoing petition that leave be and is hereby granted to the parties to this cause to take testimony before either of the standing examiners of this Court upon giving at least three days notice to the opposite party.

Jas Revell.

Sarah K. Miller et al
vs.
Jean S. Miller
} Circuit Court
for Anne Arundel County
No. 2557 Equity.

Testimony - Filed 10th Oct. 1903.

The Examiner in accordance with an order of the Court filed in this cause and passed on the 5th October, 1903, the witnesses being present proceeded to take testimony in said cause and in pursuance thereof attended at the office of James M. Munnor on Tuesday the 6th October 1903 where the following testimony was taken.

Octo. 6-1903.

It is agreed that three days notice of time and place of taking testimony in this case be and is hereby waived and that testimony be now taken without further delay } Jas. M. Munnor, Solr for pltff.
R. Malcolm Hunter, Guardian ad litem

Sarah K. Wilson et al
vs.
Jean S. Willis

No. 2557 Equity.
In the Circuit Court
for Anne Arundel County.

October 6th 1903.

Sarah K. Wilson, a witness of lawful age, being produced on behalf of the plaintiff, being first duly sworn, deposes and says:

1st Q. State your name and residence?
Ans. My name is Sarah K. Wilson and I reside at No. 4, Morris Avenue, Atlantic City N. J. I have lived all my life in Annapolis until recent years, when with my husband, I now live at Atlantic City.

2nd Q. Do you know the parties to this suit?
Ans. I know the parties to this suit. I am the plaintiff and my husband is my co-plaintiff, and the defendant, Jean S. Willis, is my niece, being the daughter and only surviving child of my deceased sister, Emma Willis.

3rd Q. To whom did the property mentioned in these proceedings formerly belong?
Ans. The property mentioned in these proceedings is that lot of ground on Carroll Street, Annapolis, Maryland, with an old frame house thereon, adjoining the blacksmith shop of Wm. Tildaneyn on one side and Mrs. Arthur Wells property on the other side.
The plaintiff's solicitor here files with the examiner Exhibit No. 1, being the deed of the property mentioned in these proceedings.
This property was owned by my father, William Price, My mother is dead, and my father also.

4th Q. State whether or not your father left a last will and testament?
Ans. He did.

The plaintiff here files with the examiner certified copy of the last will and testament of Wm. S. Price, marked Exhibit No. 2.
My fathers full name was William S. Price, and the paper just referred to as Exhibit No. 2, is a copy of his will. My mother died before my father. He left several children, all of age, but by his will he left his property on Carroll Street in Annapolis mentioned in these proceedings to me and to my sister, Emma V. Willis.

5th Q. State whether or not your sister, Emma V. Willis, is living or dead?
Ans. She is dead. She died in May 1900, leaving a husband surviving her, who lives in Washington City, D. C. and two minor children, Jean and Annie. Annie died in January following the death of her mother, in January, 1901, so that the defendant, Jean S. Willis, is the only person now living to represent the share of my deceased sister, Emma V. Willis, and Jean, and I, as I am advised by my lawyer, own the whole of this property as tenants in common thereof, each one-half undivided interest.
The plaintiff's solicitor here files with the examiner Exhibit No. 3, being a copy of the last will and testament of Emma V. Willis, deceased.

6th Q. How old is your niece?
Ans. She was 16 years of age the 6th of last February.
7th Q. With whom does she make her home?
Ans. With me, but she is now at school,
No. Cross-examination, and to the question under the rule, the witness says that she thinks she has stated, all that is necessary to state in this connection.
Witness: Mary Riordan } Sarah X K. Wilson mark

Julian Brewer, a witness of lawful age, called on behalf of the plaintiff, being first duly sworn, deposes and says;

1st Q. State your name, residence and occupation?
Ans. Julian Brewer, Annapolis, Md. I am in the real estate and insurance business.
2nd Q. Do you know the property mentioned in these proceedings?
Ans. Yes Sir. I have known it ever since I was a child.
3rd Q. Please describe its location and character?
Ans. It is situated on Carroll Street, a few doors from Northwest street, adjoins Mr. Feldmeyer's blacksmith shop on one side, having a little alley between, and on the other side adjoins the property of Miss Ann Wells.
4th Q. What is the condition of the house?
Ans. It is in a most dilapidated condition; looks like it is going to fall down.
5th Q. Is it fit for human occupancy?
Ans. I should think not, although people do live in it.
6th Q. This property is owned by the plaintiff, Sarah K. Wilson, and her minor niece, the defendant, Jean A. Wells, as tenants in common, each owning a one-half undivided interest, State whether or not in your judgment this property is susceptible of advantageous partition or of any partition between the parties.
Ans. I think not. It could not be done. You would have to cut the house up for fire wood.
6th Q. Give your reasons for not thinking it susceptible of advantageous division?
Ans. This lot could be divided into two parts, but not to any advantage. It would make each lot very narrow, and as there is only one house on the lot, it is impossible to divide that at all, so that you would have to pull down the house before you would be ready to divide the lot.
7th Q. Now what in your judgment is the most advisable thing to do with this property in reference to the best interests of the parties entitled?
Ans. I should ~~think~~ think it had better be sold and the proceeds divided.
8th Q. What in your judgment is a fair value for the property?
Ans. I should think that the property now ought to bring $10 per front foot if it was cleared of the house it would sell better than that it would with the old house on it. My reason for saying this price is because I have sold some property recently in just such a neighborhood at $15 per front foot. No Cross examination.
To the general question under the rule, the witness says, "No sir".

Julian Brewer.

Charles G. Feldmeyer, a witness of lawful age, called on behalf of the plaintiff, being first duly sworn, deposes and says:
1st Q. State your name, residence and occupation?
Ans. Chas G. Feldmeyer, Annapolis, Md., I am a Justice of the peace and a merchant.
2nd Q. Do you know the property mentioned in these proceedings?
Ans. Yes, I do, very well! I lived next door to it for many years, and have known it all my life. The property consists, as you know, of a lot on Carroll Street with an old frame house thereon. The deed states that the lot fronts 38 feet on Carroll Street with a depth of 100 feet. The property belongs now to Sarah K. Wilson, formerly Price, and Jane S. Mullen, the daughter of her deceased sister.
3rd Q. State whether or not in your opinion, any advantageous partition can be made between the two present owners?
Ans. In my opinion, I do not think it can.
4th Q. What is the condition of the house?
Ans. It is in very poor condition; very old and dilapidated.
5th Q. If the house were not on the premises and the ground were divided into two lots of that size be desirable 19 feet front and 100 feet deep?
Ans. It depends on the character of the house to be put up. I should think a larger lot would be desirable, a 25 foot lot.
6th Q. However, as the lot is now encumbered with the house, the lot could not be divided until the house were removed. Is that correct?
Ans. That is correct.
7th Q. And you do not think any advantageous partition could be made?
Ans. No, Sir.
8th Q. What in your judgment would be the best thing to do with this property?
Ans. I think the best plan would be to offer it for sale, and divide the proceeds among the heirs.
9th Q. If a partition were made so that one-half of the house and lot would be awarded to the infant defendant, should it be, do you think, advantageous for a 16-year old child to own that sort of property.
Ans. No, Sir. By no means.
10th Q. And if it were not divided, would there be any way of making use of the property except jointly?
Ans. No, Sir.

No Cross Examination.

To the general question under the rule, the witness says.
"I think by all means the only proper thing to do with the property is to sell it and divide the proceeds, as there is no way of making a suitable partition especially while one of the heirs is an infant."

Charles G. Feldmeyer.

James W. Munroe, a witness of lawful age, called on behalf of the plaintiff, being first duly sworn, deposes and says.

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

Ans. James W. Munroe, Attorney at law, Annapolis, Maryland.

2nd Q. Do you know the parties to this suit.

Ans. I do. The plaintiff, Sarah K. Wilson, is the daughter of old man William Price, sometimes called Williams Price. She first married a man by the name of Burk, from whom, I believe, she was divorced, and she is now the wife of her co-plaintiff, Alexander Wilson. The defendant is the minor child of Emma V. Miller, a deceased sister of Sarah K. Wilson.

3rd Q. Do you know the property mentioned in these proceedings.

Ans. I do. The property is a lot of ground 38 x 100 feet, fronting on Carroll street, Annapolis adjoining the Blacksmith shop, of Gotlieb Tedemeyer afterwards carried on by his son, William E. and adjoining the property of Mrs. Ann Wells on the other side. Of this property William S. Price died seized and possessed, leaving a last Will and Testament, which was duly admitted to probate by the Orphans' Court of Anne Arundel County, a certified copy of which is filed in these proceedings and filed with the Examiner, and in that will the property was left to his two daughters, the plaintiff, Sarah K. Wilson and Emma V. Miller, now deceased, as tenants in common. Emma V. Miller died possessed of said half interest in the said property, and left a will duly admitted to probate in the Orphans' Court of Anne Arundel County, a certified copy of which is filed in these proceedings under which she left all her interest to her two children named therein one of whom I am informed, is dead, though I do not know that fact, and the other is the infant defendant Jean, a girl of about 16 years of age.

4th Q. State whether or not, any advantageous partition of the property mentioned in these proceedings can be made between the plaintiff, Sarah K. Wilson, and the defendant, Jean S. Miller, and if not, why not.

Ans. I do not think that any partition of the property can be made, because the whole lot is occupied by our house in a very dilapidated condition, hardly fit for habitation, and about the only thing to do with it would be to tear the house down and re-build on the lot, as the house would probably cost more to rebuild in proper form than to build a comfortable new house. Besides, the lot is too small to divide into two desirable lots, and the only thing to be done with the property is to sell it and to divide the proceeds between the parties entitled thereto.

No Cross Examination.

To the question under the rule, the witness says, "I have nothing more to state."

James W. Munroe

There being no other witnesses and further time not being desired the testimony is herewith closed, and returned to the Court.

Frank H. Stockett

Oct. 7th 1903.

It is hereby agreed that three days notice of time and place of taking testimony in this case is waived, and it is agreed that the aforgoing testimony be forthwith returned to the Court and this case be submitted for immediate decree.

James W. Thomas
Solr for pltff.
R. Malcolm Hunter
Guardian ad litem

Octo. 7th 1903

Sarah K. Wilson et al
vs.
Jean S. Miller
} In the Circuit Court
No. 2557 Equity
for Anne Arundel County.

October 12th 1903, Decree for the sale of Real Estate, &c.

The bill, Exhibits and other proceedings in the above cause having been submitted, the proceedings therein were by the Court read and considered. It is Thereupon this twelfth day of October in the year nineteen hundred and three by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed That the property in the proceedings mentioned be sold, and that James W. Thomas, he is hereby appointed Trustee to make sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of One Thousand Dollars, 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, inserted in such newspaper or newspapers published in Annapolis as he shall think proper, of the time, place, manner, and terms of sale, which shall be one-half cash on ratification of sale: balance in one year. Deferred payment to bear interest from day of sale; or all cash at the option of the purchaser. Deferred payment to be secured by a note of the purchaser with security satisfactory to the trustee, and the trustee is authorized to require a deposit of one hundred dollars on account and of the purchase money on day of sale, as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular report of his proceedings relative to such sale, with an affidavit annexed 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, 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 claims of the parties hereto, 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 the 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.

Jas. Revell

Octo, 10-1903.

We hereby agree to the immediate passage of the within decree

James W. Munroe
Solrs for pltff
R. Malcolm Hunter
Guardian ad litem.

Bond Filed and Approved, Nov 9-1903.

Know all men by these presents, That we, James W. Munroe, Frank A. Munroe, and William H. Fehlmeyer, are held and firmly bound unto the State of Maryland in the full and just sum of one 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 ninth day of November in the year one thousand nine hundred and three

Whereas the above bounden James W. Munroe by a decree of the Circuit Court for Anne Arundel in Equity passed on the 12th day of October in the year 1903, in a cause in said Court depending wherein Sarah K. Wilson et al, are plaintiffs and Jean S. Miller is defendant, has been appointed trustee to sell the real estate in the said cause mentioned and by the said decree ordered to be sold

Now the Condition of the above Obligation is such, That if the above bounden James W. Munroe, do and shall well and faithfully perform the trust imposed in him by said decree or that may be imposed in him by any future decree or order in the premises, then the above obligation to be void: otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Mary Riordan

James W. Munroe (Seal)
Frank A. Munroe (Seal)
W. H. Fehlmeyer (Seal)

Sarah K. Wilson et al
vs.
Jean S. Miller

No. 2557 Equity
In the Circuit Court
for Anne Arundel County.

Report of Sale - Filed Nov 17 - 1903.

To the Honorable, the Judges of said Court:

The report of James W. Munroe, trustee in the above entitled cause, respectfully shows:

That he gave bond with approved security as required by the decree for sale in this case, and that he gave more than three weeks' notice of the time, place, manner and terms of sale of the property in this

case, decreed to be sold by advertisement in the Evening Capital, a newspaper published daily at Annapolis, Maryland, and also sent notices to be stuck up at the Court House door and other conspicuous places in the city of Annapolis, and pursuant to said notices attended at the Court House door in the City of Annapolis, on Saturday, November 14th 1903, at 11.30, O'clock A. M., the aforesaid having announced at 11,0'clock, A. M. that the said sale would be postponed until 11:30, O'clock A. M. and then and there your trustee proceeded to offer the said property at public sale, and sold the same to Sarah K. Wilson at and for the sum of $900, to be paid in cash on the ratification of sale, she being then and there the highest bidder for the property aforesaid, all of which is respectfully submitted.
And as in duty bound etc.

James M. Munroe, Trustee.

State of Maryland
Anne Arundel County, To wit:

I hereby certify that on this 17th day of November in the year nineteen hundred and three before me the subscriber, a deputy clerk of the Circuit Court for Anne Arundel County aforesaid personally appeared James M. Munroe trustee in the above entitled cause, and made oath in due form of law that the ~~consideration~~ matters and things set forth in the aforegoing report of sale are true as therein stated and that the said sale was fairly made.

Wm. Martin Brady,
Deputy Clerk, Circuit Court
for Anne Arundel County.

We hereby assent to the immediate ratification of the aforesaid sale the said property having sold for more than its assessed value, and being satisfied that the said sale is an advantageous one and that it is to the interest and advantage of all the parties concerned that the said sale should be ratified without further delay and expense.

Test:
Mary Riordan

Sarah (her mark) K. Wilson Purchaser
James M. Munroe
Solr for Plff & Trustee
R. Malcolm Hinkle,
Guardian ad litem.

Order 25 Nov. 1903.

Ordered by the Circuit Court for Anne Arundel County in Equity this twenty-fifth day of November, 1903, upon the assent of the parties in interest, endorsed in writing hereon, that the within report of sale made by James M. Munroe, trustee, on the 14th day of November, 1903, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof appearing to the Court. The Trustee is allowed the usual commissions and such expenses as he shall produce vouchers for to the City Auditor, to whom this sale is now referred

to state an account.

Jas. Revell.

In the case of
Sarah K. Wilson et al
vs.
Jean Miller

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account - Filed 22 Dec. 1903.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within trust account and after allowing Trustee costs commissions and expenses has distributed the balance to the parties in interest in their proper proportions

All of which is respectfully submitted

James W. Owens, Auditor.

Feb. 16 1904.

We hereby agree to the immediate ratification of this account

James H. Gaither
Solr for Sarah K. Wilson pltff
and Trustee
R. Malcolm Hunter
Guardian ad litem
Sarah ~~wife~~ K. Wilson.
in her own right and as
Guardian of Jean S. Miller.

Test as to
Sarah K. Wilson
Joseph A. Fowler.

Sarah K. Wilson et al pltffs
versus
Jean S. Miller, defdt

In the Circuit Court
for Anne Arundel County
No. 2557 Equity

Order Ratifying, Auditor's Report & account
Feb. 16 1904.

In the Circuit Court for Anne Arundel County

Ordered by the Court, this day, 16th of February 1904, that the aforegoing Report and Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and all parties in interest assenting thereto in writing hereunto endorsed, and that the Trustee apply the proceeds accordingly with due proportion of interest as the same has been or may be released.

Jas. Revell.

James M. Sumner Trustee

1903 Nov 30	To the Trustees for Commissions			$ 37	00	1903 Mar 4.	By proceeds of sale of real estate as per report filed $ 900 00
	" " " " his expenses, viz:						
	" Advertising, Evening Capital	18	00				
	" Auctioneer, Julian Bleuer	10	00	$ 28	00		
	" The Trustees for Court Costs, viz:						
	" Solicitor	$ 10	00				
	" Clerk Circuit Court	17	35				
	" Sheriff Brasley		45				
	" Examiner	4	00				
	" Stenographer	3	30				
	" Guardian ad litem	4	00				
	" Exhibits (J. M. Sumner)		75				
	" Auditor	4	50	$ 43	35		
	Distribution of balance as follows:						
	" Sarah K. Wilson ½			$ 387	33		
	" Jean L. Miller ½			387	33		
				$ 900.	00		$ 900 00

Sarah K. Wilson
vs.
Jean S. Miller

No. 2557 Equity
In the Circuit Court
for Anne Arundel County

Petition of James M. Munnis for authority to pay over money to Guardian of Jean S. Miller.
Filed 16th February 1904.

To The Honorable, the Judges of said Court:

The petition of James M. Munnis, Trustee in the above entitled cause, respectfully shows:

That by the auditor's account filed in the above entitled cause there appears to be due to Jean S. Miller, the sum of three hundred and eighty seven dollars and thirty-three cents; that the said Jean S. Miller is an infant under the age of eighteen years and that Sarah K. Wilson has been appointed by the Orphans Court of Anne Arundel County as her guardian and that she is duly bonded and qualified as such guardian and your petitioner files herewith a certificate of her appointment as guardian as aforesaid marked "Exhibit No. 1." Your petitioner accordingly prays leave of this Honorable Court to pay over to the said Sarah K. Wilson as guardian of the said Jean S. Miller the said sum of three hundred and eighty-seven dollars and thirty-three cents, and to take from the said guardian a release therefor.

And as in duty, etc.

James M. Munnis, P.P.

Order 16th Feby. 1904.

Ordered by the Circuit Court for Anne Arundel County in Equity on this sixteenth day of February in the year nineteen hundred and four upon the aforegoing petition and exhibit that James M. Munnis, trustee in the above entitled cause be and he is hereby authorized and directed to pay over to the said Sarah K. Wilson, guardian of Jean S. Miller, the sum of three hundred and eighty-seven dollars and thirty-three cents appearing by the Auditors account in the above entitled cause to be due to the said Jean S. Miller as her share of the proceeds of the sale of the property sold under the decree of this Court passed in the said cause, and the said Sarah K. Wilson, guardian, is authorized and directed to execute to the said James M. Munnis, trustee a proper release therefor.

Jas Revell

Exhibit No. 1 - Filed 16th February 1904.

The State of Maryland
Anne Arundel County, Sct.,

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Record of his office, that on the 16th day of February in the year nineteen hundred and four Sarah K. Wilson, was appointed by the Orphans Court of Anne Arundel

County Guardian to Jean S. Miller, minor, and that the said Sarah K. Wilson being then and there present in said Court, accepted of said Guardianship, and gave bond with Securities, which were approved by the said Court, for the faithful performance of her duty as Guardian to said Jean S. Miller the said bond being in the Penalty of Eight hundred dollars ($800.00)

In Testimony Whereof, I hereunto subscribe my name, and affix the Seal of the Orphans' Court of Anne Arundel County, this 16th. day of February in the year nineteen hundred and four.

Test: [seal] Luther A. Palmer,
Register of Wills for Anne Arundel County.

Deed of Release - Filed

This Deed of Release, made this sixteenth day of February in the year nineteen hundred and four, by Sarah K. Wilson as Guardian of Jean S. Miller, Witnesseth:

Whereas James M. Munroe, trustee, under the decree of the Circuit Court for Anne Arundel County in No. 2557 Equity in said Court, in the cause of Sarah K. Wilson versus Jean S. Miller, did sell the real estate in the said cause mentioned and therein decreed to be sold unto the said Sarah K. Wilson at and for the sum of nine hundred dollars, and whereas the said Sarah K. Wilson has received as credit on account of the purchase money due by her for the said property the sum of three hundred and eighty-seven dollars and thirty-two cents as audited to her in the Auditor's account filed in the said cause for her share of the said proceeds of sale and also a credit of three hundred and eighty seven dollars and thirty-three cents for the share of Jean S. Miller, the ward of the said Sarah K. Wilson her Guardian by appointment of the Orphans' Court for Anne Arundel County, which credits the said Sarah K. Wilson accepts as cash and in lieu of the said cash money.

Now, Therefore, In Consideration of the Premises and of the payments to the said Sarah K. Wilson of the said two sums of money in the form of credits on the aforesaid purchase money due by her for the said property, the said Sarah K. Wilson doth by these presents release, exonerate, discharge and acquit the said James M. Munroe, his heirs, executors, administrators, and assigns from all claims and demands for and on account of the said two sums of three hundred and eighty-seven dollars and thirty two cents and three hundred and eighty seven dollars and thirty three cents, respectively, hereby acknowledging herself to be fully satisfied, contented and paid. Witness the hands and seal of the said Sarah K. Wilson.

Test:
Hannis S. Stockett } Sarah K. Wilson
her mark

State of Maryland,
Anne Arundel County, To wit:
I hereby certify that on this fifteenth day of February in the year 1904, before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared the above named Sarah K. Wilson and acknowledged the aforegoing deed of release to be her act and deed.
Witness my hand and notarial seal.

Notary's seal

Hannie S. Stockett,
Notary Public

William Krisch
vs.
Samuel Lucas

In the Circuit Court
for Anne Arundel County.
No 2121 Equity.

Original Mortgage & Assignment. Filed 8th Feby 1899.

This Mortgage, Made this thirtieth day of October in the year one thousand eight hundred and eighty-six by Samuel Lucas and Mary R. Lucas his wife as Mortgagors of the first part and Ann C. Hammond as mortgagee of the second or other part, all of Anne Arundel County, in the State of Maryland.

Whereas the said Samuel Lucas is at this time justly and truly indebted to the said Ann C. Hammond in the full sum of Two thousand dollars lawful money this day loaned and advanced him for the repayment whereof he has made and passed to her his promissory note bearing even date herewith drawn by him, and payable to the order of the said Ann C. Hammond two years after date for the sum of Two thousand dollars.

And for the interest to accrue on the said principal sum payable in the meantime semi-annually he has also passed to her his four other promissory notes all dated and drawn as aforesaid each of them for the sum of sixty dollars and payable at six, twelve eighteen and twenty four months respectively after date.

To secure the payment of all the aforesaid promissory notes as and when the same shall severally mature this mortgage is executed. Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Samuel Lucas and Mary R. Lucas do grant unto the said Ann C. Hammond her heirs and assigns in fee simple, All that tract or parcel of ground situate, lying and being in the Third Election District of said County, bounding on the north side of the Severn River, which by Indenture bearing date the twenty-seventh day of June A. D. 1858 and recorded among the Land Records of said County in Libr H. H. G. No. 7 folio 253 &c. was granted by William Brown and his wife to a certain Regin Hammond in fee which is laid out on a Plat annexed to that Indenture and shown to contain two hundred and five acres and three roods of land more or less, and being also the same land which by Indenture dated October 21st 1858 and recorded among said Land Records in Libr H. H. G. No. 7 folio 406 &c. was granted by the said Regin Hammond and his wife to the said Samuel Lucas, excepting about two acres of land which by deed dated December 10th 1885, and recorded among said Land Records in Libr S. H. No. 27, folio 203 &c. was conveyed by the said Samuel Lucas and his wife to the Annapolis and Baltimore Short Line Rail Road.

Together with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances and advanta-

ges, 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 Ann C. Hammond her heirs and assigns forever. Provided, That if the said Samuel Lucas, his, executors, administrators or assigns, shall pay to the said Ann C. Hammond her heirs, executors, administrators or assigns the aforesaid sum of Two Thousand dollars and interest at the times and in the manner expressed in said promissory notes and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void.
And it is agreed that, until default be made in the premises, the said Samuel Lucas shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured: which taxes, assessments, public dues, charges, mortgage debt and interest, the said Samuel Lucas, for himself his heirs, executors administrators and assigns, doth hereby covenant to pay when legally demandable. But if default be made in payment of said sum or the interest thereon to become 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 Ann C. Hammond, her heirs and assigns or John F. Williams, 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 thirty days notice of the time place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including all counsel or attorneys fees and a commission to the party making sale of said property, Equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having Equity Jurisdiction in the State of Maryland; Secondly to the payment of all claims of the said mortgagee his, personal representatives and assigns under this Mortgage, whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, Samuel Lucas, his personal representatives or assigns, or to whoever may be entitled to the same.
And the said Samuel Lucas, for himself his executors, administrators and assigns, doth further covenant to insure and pending the existence of this Mortgage, to keep insured the improvements on the hereby mortgaged

Land to amount of at least Eight 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 Ann C. Hammond to the extent of their lien or claim hereunder.
Witness, the hands, and seals of the said mortgagors.

Test:
John J. Dunn

Samuel Lucas (Seal)
Mary B. Lucas (Seal)

State of Maryland, Baltimore City, to wit.

I hereby certify, that on this thirtieth day of October in the year one thousand eight hundred and eighty-six, before the subscriber, a Justice of the Peace of the State of Maryland, in and for the City aforesaid, personally appeared Samuel Lucas and Mary R. Lucas and each acknowledged the aforegoing Mortgage to be their act: and now at the same time, before me, personally appeared also Ann C. Hammond the within named Mortgagee, and made oath in due form of law that the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth.

John J. Dunn, J. P.

State of Maryland, Baltimore City, to wit.

I hereby certify, that John J. Dunn, Esquire, before whom the annexed acknowledgments and affidavit, 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 30th day of October A.D. 1886.

(Seal of Sup. Ct. Balto. City)

James Bould,
Clerk of the Superior Court of Baltimore City.

Assignment.

For value received I hereby assign, and transfer the within mortgage, and mortgage debt thereby secured (being two thousand dollars with interest thereon from Oct. 30th 1888) to William Fischer.

As Witness my hand and seal this first day of January, A. D. 1889.

Witness:
John F. Williams

Ann C. Hammond (Seal)

Bond Filed & Approved Feb. 8-1899.

50 & 2nd Rev. Stat.

Know all men by these presents, that we, John F. Williams and Abraham Sharp of Baltimore City, in the State of Maryland, are firmly bound to the State of Maryland, in the sum of Four thousand ($4000.00) dollars to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly be made, 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 seventh day of February, 1899.

Whereas by a mortgage from Samuel Lucas and wife, to Anna E. Hammond, dated the thirtieth day of October, 1886, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 29 folio 366, which said mortgage has been duly assigned to William Thirsch power is given to said John F. Williams to sell the mortgaged premises in the event of a default by the said Samuel Lucas in complying with the terms of said mortgage.

And Whereas there has been a default in said mortgage thereby authorizing the said John F. Williams to exercise the power of sale aforesaid, which it is the intention of the said John F. Williams now to do.

Now, the condition of the above obligation is such that if said John F. Williams shall abide by and fulfill and obey a decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, & the proceeds arising from said sale, then this obligation to be void, else to remain, and be in full force and virtue by law.

Test:
Jacob S. Linthicum

John F. Williams (Seal)
Abraham Sharp (Seal)

William Thirsch
vs.
Samuel Lucas & wife

In the Circuit Court
for Anne Arundel County
In Equity.

Report of Sale. Filed. Filed 10 March 1899.

To the Honorable, The Judges of said Court.

The report of sale of John F. Williams, the attorney named in the mortgage, hereto for filed in the above cause 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 the said mortgage, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Anne Arundel Advertiser, a newspaper published in Anne Arundel County, a copy of which is hereto annexed as a part hereof, for more than three successive weeks before the day of sale and also by means of handbills extensively circulated throughout Anne Arundel County in the neighborhood of said property, and to some extent in Baltimore City, one of which was set up at the Court House door in said County and a copy of which is herewith filed he did pursuant to said notice attend

At the Court House door in said Anne Arundel County on Tuesday the seventh day of March, 1899, at eleven O'clock, A. M. and there and then, by virtue of the power of sale, in said mortgage contained, proceeded in the presence of a number of persons there assembled, to sell at public auction the property in said mortgage mentioned and described and he further reports that after said property had been cried by the Auctioneer for some considerable time he sold the same for the sum of Fifteen hundred ($1500.00) dollars unto William Frisch the holder of the mortgage herein filed he being at that time the highest bidder for the same, the terms of sale being one third cash, balance in six and twelve months, with interest on all cash as the purchaser may desire, the taxes to be paid to day of sale.
All of which is respectfully submitted,

John F. Williams
Attorney named in mortgage

State of Maryland,
City of Baltimore To wit:
I hereby certify that on this 8th day of March, 1899, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared John F. Williams, the attorney named in the above report of sale and made oath in due form of law that the matters and facts stated in the aforegoing report of sale, are true to the best of his knowledge and belief and that the sale therein reported was fairly made

Notary Seal

Witness Lenhart N.P.

William Frisch
vs.
Samuel Lucas & wife

In the Circuit Court
for Anne Arundel County,
No. 2121 Equity.

Order Nisi 10 March 1899.

Ordered this 10th day of March 1899, that the sale of the mortgaged real estate mentioned in the above proceedings made and reported by John F. Williams, the Attorney named in the mortgage therein, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of April, next: provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks, before the 10th day of April, next. The report states the amount of sale to be Fifteen Hundred ($1500.) Dollars.

Geo. Wells, Clerk.

Certificate Pub. Order Nisi - Filed 25 April 1899.

Annapolis, Md. April 25 1899.

I certify that the annexed Order Nisi in the No. 2121 Equity — Frisch vs. Lucas, was published in The Advertiser, a daily newspaper published in the City of Annapolis, once a week

for 3 successive weeks before the 10th day of April. 1899. The first insertion being made the 16th day of March, 1899.

W. M. Holladay, Publisher.

Order. of Final Ratification of Sale. & Over Ruling Exceptions
May 9th 1899.

Ordered this 9th day of May, 1899, by the Circuit Court for Anne Arundel County, that the exceptions to the within sale made and reported by John F. Williams the attorney named in said mortgage be and the same are hereby overruled and the said Sale finally ratified and confirmed, no good 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. The said attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor, the costs growing out of said exceptions to be paid by the exceptant, see opinion filed this day

Jas Revell.

Opinion over ruling Exceptions & ratifying
Filed 9th May. 1899. (mailed not for record)

Advertisement - Filed with Report of Sale

Mortgagee's Sale of a Valuable Farm on Severn River,
In Anne Arundel County, Containing about 203 3/4 Acres of Land.

By virtue of the power of sale contained in a mortgage from Samuel Lucas and wife to Ann C. Hammond, dated October 30th 1886, and recorded among the Land Records of said county, in Libor J. H. No. 29. folio 366 &c. and which said mortgage was duly assigned to Wm. Frisco, I will, as the attorney named in the mortgage, sell at public auction at the Court House door, in the City of Annapolis, on Tuesday, the 7th day of March 1899, at 11 O'clock, A. M.

All that tract of land in said mortgage mentioned, situated on the North side of the Severn River in said County and containing about 203 3/4 Acres of Land. I

This farm is about 3 miles from Annapolis and about 20 miles from Baltimore City on the Annapolis and Baltimore Short Line Railroad, which passes through the property. It has about 1864 feet front on the Severn River, with deep water, and a number of beautiful sites for residences, the soil is well adapted for the growth of all kinds of fruits. Excellent neighborhood

Terms: One third cash, balance in 6 and 12 months with interest, or all cash as purchaser may desire: Taxes paid to day of sale.

A deposit of $100 required on day of sale. For other particulars apply to

John F. Williams, Attorney named
in Mortgage, 509 Law Building, Baltimore Md.

Release from William Fusch - Filed 23 April 1904.

Know all men by these Presents, That whereas, John H. Williams, Attorney, has paid unto me, William Fusch, of Baltimore City, in the State of Maryland, the sum of Fifteen Hundred Dollars, being the sum adita to me by the auditor's account in the case of William Fusch vs. Samuel Lucas and wife, in the Circuit Court for Anne Arundel County. No. 2121 Equity.

And in consideration thereof, I do hereby release, acquit, exonerate, and discharge the said John H. Williams, his Heirs, Executors and administrators of and from all and every action, suit claim or demand which could or might possibly be brought, exhibited or prosecuted against him or them, or any of them, for or on account of said sum of money so paid me, or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this 22nd day of April in the year nineteen hundred and four

Signed sealed and delivered
in the presence of Chas. H. Quigley } W. Fusch Seal

State of Maryland,

Baltimore City, to wit:

I hereby certify that on this twenty second day of April, in the year nineteen hundred and four, before the subscriber a Notary Public of said State, in and for said City, personally appeared William Fusch, party to the above Release, and acknowledge the same to be his act and deed. And I do hereby certify that of my own personal knowledge I am satisfied that the said William Fusch who has acknowledged the above Release is the person named and described as and professing to be William Fusch, the party in and to the same.

Witness my hand and Notarial Seal

Notary Seal Charles H. Quigley,
Notary Public

In the Case of the
mortgaged real estate
of
Samuel Lucas

In the Circuit Court
for
Anne Arundel
County.

Auditor's Report & Account Filed 20 May. 1899.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account allowing the attorney the usual commissions and expenses costs and taxes for the years 1897 and 98- as per vouchers filed and has distributed the balance in part payment of mortgage debt leaving still a balance $883 26/100 due the mortgagee All of which is respectfully submitted

James W. Owens.
Auditor

Dr. The mortgaged Real Estate of Samuel Lucas in ac with Cr.

1899.	Jno. F. Williams Attorney						1899		
Dec. 7.	To the Attorney for his commissions			$	76	50	Dec 7	By proceeds of sale of	
" "	" " " " Expenses, viz.							Real estate as per	
" "	" Advertising, A. A. Advertiser	$	21 00					report filed	$1500 00
" "	" Order nisi this a/c		3 50						
" "	" Auctioneer, J. Roland Brady		10 00	$	34	50			
" "	" To the Attorney for Court Costs, viz:								
" "	" Solicitor	$	10 00						
" "	" Docket Limit Court		11 45						
" "	" Auditor		9 00	$	30	45			
" "	" The Atty for taxes payable from this fund viz:								
" "	" State & County taxes for 1897		39 42						
" "	" " " " " " 1898		40 06	$	79	48			
					220	93			
" "	" Balance for distribution				1279	07			
					1500	00			$1500 00
" "	" Distribution as follows								
"	" William Hirsch mortgage and part of mortgage debt			$	1279	07		Balance carried	$1279 07
" "	" Memorandum of Mortgage claim of William Hirsch								
To Principal & interest as per statement filed		$	2162 33						
By distribution supra			1279 07						
To Balance unpaid			883 26						

In the matter of the mortgaged real estate of Samuel Lucas } No. 2121 Equity In the Circuit Court for Anne Arundel County

Order nisi on Auditor's Account - 23rd May 1899

Ordered, this 23rd day of May, 1899, that Report and Account of the Auditor filed this day in above case be ratified and confirmed, unless cause to the contrary be shown on or before the 23rd day of June next. Provided a copy of the order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 23rd day of June next.

Geo. Wells, Clerk

Certificate Pub. Order nisi - Filed 18th Aug. 1904.

Annapolis, Md, Aug. 18-1904.

I certify that the annexed, Order nisi on the Auditor's Account of the sale of the property of Samuel Lucas, No. 2121 Equity was published in "The Advertiser" a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 23rd day of June 1899. The first insertion being made the 25th day of May 1899.

W. Bladen Holladay
Publisher.

Final Ratification of Auditors Report & Account.

19th August 1904.

In the Circuit Court for
Anne Arundel County.

The within report & account, having been this 19th day of August submitted to me for ratification, It is ordered by the Court this nineteenth day of August 1904, that the aforgoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney Trustee apply the proceeds accordingly with due proportion of interest as the same has been or may be received.

Jas. Revell

William Frisch
vs.
Samuel Lucas & wife } In the Circuit Court for Anne Arundel County. In Equity.

Statement of mortgage claim Filed 28th April 1899.

Statement of mortgage claim of William Frisch under the mortgage and the assignment thereof filed in the above cause.

Amount of the principal due on the promissory note hereto annexed dated Oct. 30th 1886, being the principal note described in said mort. $2000.00

With interest thereon from Oct. 30th 1897 to Mch 7th 1899. 162.33

$2162.33

$2000.00 Balto. 30th 1888

Two years after date I promise to pay
to the order of Ann C. Hammond
Two Thousand 00/100 Dollars
Secured by mortgage
Value Received

No- Samuel Lucas

Due Octo-30/88

10¢ Int. Rev. Stp.

State of Maryland, Baltimore City, to wit

I hereby certify, that the aforegoing is a true Copy of the note filed as the cause of action in the case of William Tuck Vs Samuel Lucas in the Superior Court of Baltimore City on the 1st day of February 1899, and upon which a judgment was obtained on the 1st day of March 1899, said Original Note now filed and remaining in my Office.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Superior Court of Baltimore City, this 10th day of March 1899

Seal

Robert Agle Leeds
Superior Court of
Baltimore City

Commd from Liber D.H. No. 9 fol 3
Equity Rules A.A. Co.

Ada
Ann Coleman and Husband
vs.
John R. Pumphrey

In the Circuit Court
for Anne Arundel County
Equity Case No. 539

Petition, Filed 17 August 1904.

To the Honorable, the Judge of said Court.

The petition of Riley E. Wright, Trustee, respectfully shows:

First: That this is a proceeding for the sale of mortgaged property under the power contained in a mortgage, and that at the vendor and purchaser of said property, was the same person; this Court upon petition passed an order of the 3rd day of June, 1889, appointing your petitioner, Trustee to convey said property to the said purchaser.

Second: Your petitioner by deed duly executed, acknowledged and recorded, conveyed said property unto the said Ann Coleman, who had therefore paid him the purchase money for said property.

Third: That thereafter said petition and order thereon appointing your petitioner, was lost without having been recorded, and that a subsequent purchaser of part of said property has objected to the title thereto because of the loss of said petition and order before the same were recorded.

Wherefore your petitioner prays that another order be passed nunc pro tunc, appointing your petitioner Trustee to convey said mortgaged property to the said Ann Coleman, in lieu of the above named order, which has been lost.

And as in duty, etc.,

Riley E. Wright, Trustee.

State of New Jersey,
Atlantic City, Atlantic

I hereby certify, that on this 8th day of August, in the year one thousand nine hundred and four, before me the subscriber, a Notary Public of the State of New Jersey in and for the City of Atlantic City and County aforesaid, personally appeared Riley E. Wright, the above named petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.

As Witness my hand and Notarial Seal

Burrows C. Goodfey.

By examination of docket of Equity case #539, I find that on the 3 June 1889, on the petition of Ada Coleman an order was passed by this Court appointing Riley E. Wright Trustee, to convey the property purchased by said Ada which said petition and order are not with the papers in the case and cannot be found in this Office

18 August 1904.

Geo. Wells,

Order 18th August 1904.

On the aforgoing petition and affidavit, It is ordered this 18th day of August, in the year one thousand nine hundred and four, that Riley E Wright, Grand be is hereby appointed Trustee to convey the property in these proceedings unto Ann Coleman, the vendor and purchaser: And it is further ordered that this order is to have the same effect as if passed on the 3rd day of June, 1889 on which docket shows that the date the order referred to in said petition was passed, but which order is subject to this Court but before it was recorded.

Jno. Revell

Addie C. Davis
vs.
Percival K. Parlett
Richard Mc. K. Davis
Raymond L. Davis
Elizabeth V. Davis

No. 2324 Equity
In the
Circuit Court
for
Anne Arundel
County

Bill of Complaint - Filed 18 July 1901.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County
Your oratrix, complaining, says:

First, That Richard Mc. Kendree Davis was in his lifetime, seized and possessed of valuable real estate and also personal property in Anne Arundel County and State of Maryland a part of which said real estate he held by purchase in fee simple, a one sixth undivided interest in certain real estate which lie, together with his brothers and sisters, inherited through their father, the late Samuel Davis, and an interest in remainder in certain real estate which he took under the will of his mother the late Elizabeth V. Davis, a certified copy of said will is herewith filed as a part hereof marked Exhibit A.

Second, That the said Richard Mc. Kendree Davis being so seized and possessed departed this life in said county on the 31st day of December 1900 leaving surviving him your oratrix, his widow and the following children viz: Richard Mc. Kendree Davis, Raymond L. Davis and Elizabeth V. Davis who are his heirs at law if he died intestate as to any part of his property; and that the said Richard Mc. Kendree Davis left a last will and testament duly executed to pass real estate, a certified copy of said will is herewith filed, as part here of marked Exhibit B.

Third. That by said last will and testament Your oratrix claims that she took all the real estate which the said Richard Mc. Kendree Davis held by purchase, or gift, and all the interest he took under the will of his mother the said Elizabeth V. Davis.

Fourth: That on the 26th day of May 1901, Your oratrix sold to the defendant, Percival K. Parlett, in fee simple, a lot of ground situated in the second election district of said county it being a part of that tract of land conveyed to the said Richard Mc. K. Davis, by Edward Walton and wife by deed bearing date the 24th day of February 1880, and recorded among the Land Records of said county in Liber S. H. No. 15 fol. 325 &c. and for the sum of one hundred and fifty dollars, as will appear by reference to his contract herewith filed as a part here of marked Exhibit C.

But that the said Percival K. Parlett has declined and refused to comply with his agreement for the reason that your oratrix could not under the terms and true construction of the said will of the said Richard Mc. Kendree Davis, convey to him a

good and marketable title of said lot of ground and that the said Richard Ths. Kendall Davis, died intestate as to the tract of land of which said lot is a part.
To the end therefore, that the said agreement may be specifically enforced and that the said Percival K. Pallett may be decreed to pay over to your oratrix the said sum of one hundred and fifty-dollars and to deliver over to her a conveyance of said lot of ground, and that your oratrix may have such other and further relief as her case may require.
May it please your Honors to grant unto your oratrix the writ of subpoena directed to the said Percifde K. Pallett and Richard Ths. Kendall Davis, Raymond L. Davis and Elizabeth V. Davis, infants residing in said County commanding them and each of them to be and appear in this Court on some certain day to be named therein to show cause if any they have why a decree should not be passed as herein prayed.
And as in duty bound &c.

Jas. L. Brashears
Solr for Complainant.

Exhibit A. Filed 18 July 1901.
Copy Will of Elizabeth V. Davis. Probated 24th day March 1896.
I Elizabeth V. Davis of the City of Annapolis in the State of Maryland do make this my last will and testament in manner following that is to say.
After the payment of all my just debts and funeral expenses, I give and devise to my daughter Jessie D. Elliott wife of Thompson P. Elliott her heirs and assigns in fee simple, the lot of ground improved by a three story brick dwelling house adjoining the property of the late Dr. Benton Randall do now enclosed fronting about nineteen feet on Church Street (now known as Maine Street) in said city and extending back about ninety-feet and six inches with the irregular width to an alley eight feet four inches wide said lot borders on said alley about eight feet with the use in common of said alley.
I give and devise to my two sons R. Ths. Kendall Davis and Samuel Davis as tenants in common their heirs and assigns in fee simple, All that tract or parcel of land situate in the Second Election District of Anne Arundel County known by the name of Part of the Vineyard.
I give, devise and bequeath the lot or parcel of land situate in the City of Annapolis, and bordering on Abreys Creek (known as College Creek) and all the residue of my real estate situate in said city on Maine Street and Cornhill Street extending back from said Maine Street to the property conveyed by my deceased husband Samuel Davis to Louis Tydings in trust for my use and benefit by deed bearing date the 19th day of May

1852 and recorded among the land records of said county in Libre F.H.G. No.1- folio 277 &c. and also all of my household and kitchen furniture to my son R. Mc. Kendre Davis, in trust to collect and receive the rents issues and profits therefrom, except the room now occupied by my son Jeremiah T. Davis as law office and after paying the taxes and necessary expenses thereon to pay the net income remaining to my two daughter Lillian C. Davis and Mary C. Davis during their natural lives or until their marriage and I empower the said R. Mc. Kendre Davis or his successor in said trust, with the consent and approbation of the said Lillian C. Davis and Mary E. Davis, or the survivor of them evidenced in writing to sell and dispose of the said trust property or any part thereof and to convey the same by deed or deeds executed by the said R. Mc. Kendre Davis or his successor in the said trust to the purchaser or purchasers thereof, his, her, or their heirs or assigns and the proceeds of such sales to be invested in other property or estate as the said trustee may deem expedient and proper, and with full power to the said trustee to change such reinvestments and new investments from time to time as the said trustee may deem expedient and proper and with full power to the said trustee to change such reinvestments and new investments from time to time as the said trustee may deem advantageous, should either of my said daughters Lilian C. Davis or Mary E. Davis marry, then the one remaining unmarried shall have the whole net profits and income during her single life, and from and after the marriage of both of my said daughters Lillian C. Davis and Mary C. Davis, which shall first happen then I will and direct that the trust hereby created shall cease and that whatever of said trust estate and property may then remain shall be equally divided among Jeremiah T. Davis, R. Mc. Kendre Davis, Lilian C. Davis Samuel Davis and Mary E. Davis or their Descendants, my said son Jeremiah T. Davis to hold the one fifth part of said trust property, after the termination of said trust, during his natural life and from and after his death then to my other children viz: R. Mc. Kendre Davis, Lilian C. Davis, Jesse D. Elliott Samuel Davis and Mary C. Davis. I further will and direct that my said son Jeremiah T. Davis, shall have the free use and enjoyment of said room now occupied by him as law office until the termination of this trust, or so long as he may use the same as an office.

So far as I may have power to devise the property or any part thereof, conveyed by my said husband Samuel Davis to Louis Zindings for my use and benefit by the above mentioned deed I give and devise the same to my said six children viz:
Jeremiah T. Davis, R. Mc. Kendre Davis, Lilian C. Davis, Jesse D. Elliott Samuel Davis and Mary C. Davis their heirs and assigns in fee simple.

All the rest and residue of my estate, real and personal, I give devise and bequeath to my said children their heirs personal representatives and assigns

I constitute and appoint my son R McK. Kendall Davis and my daughter Lillian B. Davis the Executors of this my last will and testament hereby revoking all other wills by me heretofore made.

In Testimony whereof I have hereunto subscribed my name and affix my seal this 13th day of November in the year Eighteen hundred and ninety four.

Elizabeth V. Davis (Seal)

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

Richard H. Green.
Jas. R. Brashears

Anne Arundel County, SS.

On the sixteenth day of March 1896, came R McK. Kendall Davis, one of the executors and made oath on the Holy Evangels of Almighty God, that he does not of any will or codicil of Elizabeth V. Davis late of said county deceased, other than the above instrument of writing and that he received the same from James R. Brashears on the 14th inst, and it has remained in his possession until delivered to the Register of Wills and that the testatrix departed this life on the fourth day of March 1896, at 5.45 p.m.

Sworn to in open Court
Test.

Richard Baldwin, Register of Wills for Anne Arundel County.

Anne Arundel County, SS.

On the 24th day of March 1896, came James R Brashears and Richard H Green subscribing witnesses to the foregoing last will and Testament of Elizabeth V. Davis late of said County deceased and made oath on the Holy Evangels of Almighty God that they did see the testatrix sign and seal the same 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 they together subscribed their names as witnesses to the will in her presence, at her request and in the presence of each other.

Sworn to in open Court.

Richard Baldwin,
Register of Wills for
Anne Arundel County.

Exhibit B. Filed 18th July 1901.
Will of R. McK. Kulare Davis
Probated March 1st 1901.

In the name of God Amen, I, R. McK. Kulare Davis, do leave all my real and personal estate and that inherited through my mother to my wife Addie C. Davis, all that I recive from my father's estate or my children shall receive.

I do make my wife Addie C. Davis trustee without bond.

In Testimony whereof I do this 31st day of Dec. in the year of our Lord nineteen hundred

R. McK. Davis,

Witnessed by Lilian C. Davis
Samuel Davis

Codicil No. 1- The object of my giving her the trustee to the estate is to give her authority to sell as I invest if she thinks best to do so At his request.

R. McK. Kulare Davis

Witnessed
31st day of Dec. 1900.
Lilian C. Davis,
Samuel Davis,

Anne Arundel County, SS.

On this 15th day of January 1901, came Samuel Davis and made oath in due form of law that he does not know of any will or Codicil of R. McK. Kulare Davis, late of said County deceased, other than the above instrument of writing and that he received the same from Addie C. Davis and has retained possession of the same until delivered to the Register of Wills, and that the testator died on or about the 31st day of December 1900.

Sworn to in Open Court.

Test Luther A. Palmer, Register of Wills for Anne Arundel County.

Anne Arundel County, SS.

On the 15th day of January 1901, came Samuel Davis one of the subscribing witnesses to the aforegoing last will and testament of R. McK. Kulare Davis, late of said county deceased and made oath in due form of law that he heard and knew publish pronounce and declare the same to be his Last Will and Testament; that at the time of his so doing he was to the best of his apprehension of sound and disposing mind memory and understanding; and that he together with Lilian C. Davis, subscribed his name as witnesses to this will in his presence at his request and in the presence of each other.

Sworn to in open Court

Test: Luther A. Palmer
Register of Wills for
Anne Arundel County.

Office of Register of Wills for Anne Arundel County.
I hereby certify, that the aforegoing last will and testament of Blue Mears Davis late of Anne Arundel County, deceased is truly copied from the original will filed and admitted to probate in Orphans' Court, March 1st 1901 as shown by the Book of proceedings of that date
In Testimony whereof I have set my hand and affix the seal of the Orphans Court for Anne Arundel County, this 5th day of July 1901.

Seal

Luther A. Pollock
Register of Wills

Exhibit B. Filed 18th July-1901.

Annapolis, Md. May 26/01

I hereby agree to purchase from Mrs. Addie C. Davis a parcel of ground situated in Pasadena Election District Anne Arundel County fronting on main road 80 ft and running back to a depth of 328 ft. for the sum of One hundred & fifty dollars and other consideations
Signed Percival K. Parlett.

Subpoena issued as prayed and returned summoned
John Bowie, Sheriff

Addie C. Davis
vs.
Percival K. Parlett et al

No. 2344 Equity
In the Circuit Court
for Anne Arundel County.

Petition for appointment of Guardian ad litem & Solicitor. Filed 28th August-1901.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.

The petition of Addie C. Davis the plaintiff in this case and also the mother of the infant defendants, respectfully represents
That Richard Mc. K. Davis, Raymond L. Davis and Elizabeth V. Davis, the infant defendants in the above entitled cause, have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.
Your petitioner further represents that she deems it necessary to have a solicitor appointed to appear and defend for the said infants.
Your petitioner therefore prays Honors to appoint a guardian ad litem to appear and answer for said infants, and that a solicitor be also appointed to appear and defend for said infants.
And as in duty &c.

Jos. R. Brashears
Solicitor for Petitioner

Order 4th September 1901

Ordered this 4th day of September 1901, by the Circuit Court for Anne Arundel County, that J. Roland Brady be, and he is hereby appointed Guardian ad litem to appear and answer for said infant defendants: And that Frank H. Stockett Jr., be and he is hereby appointed solicitor to appear and defend for said infants.

Jas. Revell

Addie C. Davis
vs.
Percival K. Parlett et al
} Circuit Court for Anne Arundel County No. 2344 Equity

Order for appearance of Frank H. Stockett in the above entitled case. Filed 4 Sept. 1901.

Richard Ellis K. Davis
Raymond L. Davis &
Elizabeth V. Davis infants
as
Addie C. Davis
} Circuit Court for Anne Arundel County No. 2344 Equity.

Answer of Infant Defendants - Filed 4 Sept. 1901.

To the Honorable the Judges.

The joint and several answers of Richard Ellis K. Davis, Raymond L. Davis and Elizabeth V. Davis infants by J. Roland Brady Guardian ad litem duly appointed by order of the Court passed on the 4th September 1901, to the bill of Complaint of Addie C. Davis against them in this Court exhibited, answering say.

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

And as in duty &c.

Frank H. Stockett
Solicitor

J. Roland Brady
Guardian ad Litem

Addie C. Davis
vs.
Percival K. Parlett et al
} Circuit Court for Anne Arundel County No. 2344 Equity.

Answer Filed 4, Sept. 1901.

To the Honorable the Judges of the Circuit Court for Anne Arundel County sitting in Equity.

The answer of Percival K. Parlett one of the defendants in this cause to the bill of Complaint of Addie C. Davis against him and others in this Court exhibited

This defendant answering says

That he admits the truth of the allegations set out in the first paragraph of the plaintiffs bill so far as he has any knowledge thereof.

2. That he further admits the death of Richard McK. Davis on the thirty first day of December Nineteen hundred and that he left surviving him the plaintiff, the said Addie C. Davis his widow and the three infant defendants his only heirs at law who are correctly named in the bill of Complaint, and further admits that the said deceased left an alleged last will and testament purporting devise certain of his real estate and personal property of which Exhibit B. is a certified copy.

3. Your respondent further answering denies that the said Addie C. Davis takes under the proper writing, alleged to be the last will and Testament of the said Richard McK. Davis all the real estate of which he died seized and possessed by purchase or gift because by the terms of the said paper, no such direct is made, but that as to that part of the real estate of the said deceased he died intestate without having made any attempt to dispose of the same by will or otherwise.

4. Your respondent further answering admit that he did sign a written agreement to purchase from the plaintiff the tract of land mentioned in Exhibit "b" at and for the sum of One Hundred and fifty dollars but has refused and still refuses to comply with the terms of the said purchase because he is advised and believes and so charges that the said plaintiff has no title in fee to the said land that will make her to convey the same to him by deed thereby seeming to be a good, marketable and indisputable title to the said tract of land.

And he prays to be dismissed with his costs.

As in duty bound &c.

Thomas H. Hodgett,
Solicitor for Percival K. Parlett.

Addie C. Davis
vs.
Percival K. Parlett et al
} No. 2344 Equity
In the Circuit Court
for Anne Arundel County.

General Replication Filed 28 Sept. 1901.

To the Honorable the Judges of said Court,

The plaintiff joins issue on the matters alleged in the answers of the defendants so far as the same may be taken to deny or avoid the allegations of the bill.

Jas. R. Brashears
Soler for the Complainant.

Addie C. Davis
vs
Percival K. Parlett et al
} No. 2344 Equity
In the Circuit Court
for Anne Arundel County

Petition for leave to take Testimony - Filed 28 Sept. 1901.

To the Honorable, the Judges of said Court.

The petition of Addie C. Davis, the plaintiff in the above entitled case.

Your petitioner respectfully represents That this case is at issue and that she desires to take testimony therein and prays that leave be granted her to do so before one of the standing examiners of this Court.
And as in duty &c.

Jas R. Brashears,
Sol'r for Complainant.

Order 28th Sept. 1901.

Ordered, this 28th day of September 1901, by the Circuit Court for Anne Arundel County that leave be granted to the parties to this cause to take testimony as prayed before any one of the standing examiners of the Court.

Jas. Revell.

Addie C. Davis	In the
vs.	Circuit Court
Percivas K. Parlett	for
Richard McK. Davis,	Anne Arundel
Raymond L. Davis	County
and Elizabeth V. Davis	No. 2324 Equity.

Testimony, Filed 25 Jany, 1902.

Pursuant to an order of Court passed in the above entitled cause passed Sept. 28- 1901, the following testimony was taken before me on the 25th day of Jan. 1902, beginning at 11 a.m. in the office of James R. Brashears Esq. in the City of Annapolis.

Hugh R. Riley (Seal)
Examiner.

Present: James R. Brashears, Esq. Solicitor for plaintiff.
Frank H. Parlett Esq. Solicitor for defendants.
J. Roland Brady Esq. Guardian ad litem to infant defendants.
Hugh R. Riley Esq. Examiner.

Samuel Davis, a competent witness of legally sufficient age, was duly sworn and testified as follows:

First Question, State your name, residence and occupation?
A. Samuel Davis, 85 Edmonds St., Annapolis, Md, Farmer Taylor.
Q. Do you know the parties to this suit?
A. I know them all.
Q. Did you know the late R. McK. Kendall Davis in his lifetime?
If so, when and where did he die?
A. I knew him. He was my brother and died Dec. 31st 1900, at his residence in the Second District of Anne Arundel County
Q. Of what property did he die seized and possessed of?
A. He owned in his own right by purchase forty acres on the road leading to Camp Parole, which he bought from Edward Walton. His improved by a dwelling house, tenant house and barn and other

outbuildings I believe that it is worth between five and six thousand dollars. He owned four small tenant houses on Monument St, in Annapolis, I think they are worth together about five hundred dollars. He also owned a school house in the Second District of A. A. Co. worth between $150 and $200. He inherited from the estate of his father Samuel Davis, one sixth of two brick houses and a frame house on Conduit St, Annapolis a one story shop on the same street and one sixth of a farm of fifty-eight and a half acres in the Second District of Anne Arundel County, near Ingleharts. The whole of the property inherited from Samuel Davis is worth I believe about six thousand dollars. He had a remaining interest in property devised by the last will and testament of his mother Elizabeth V. Davis.
Note (A true copy of his will is filed with the Examiner and marked Exhibit "A".) He took under this will one half interest in a farm in the Second District of Anne Arundel County, of a hundred and twenty-one and a half acres. He offered it before his death for one thousand dollars, but could not get a purchaser for it. The whole amount of my mother's property, which passed under the will was worth at least twenty-five thousand dollars.
Q. Did the late R. McK. Kendall Davis, leave a widow or children surviving him.
A. He left a widow and three children. The children are Richard McK. Kendall, aged about eleven, Raymond L. aged about nine, and Elizabeth V. aged about two and a half. They all reside with their mother in the Second District of Anne Arundel County.
He left a widow, Addie C. Davis, the plaintiff in this case
Q. Did he leave a last will and testament:
A. He did, Note. S. A. True copy of this last will and testament is filed herewith, with the Examiner and marked Exhibit "B"
Answer to general question: "No."

Jeremiah T. Davis a competent witness of legally sufficient age was duly sworn and testified as follows.
I am a brother of Samuel Davis who has just testified and have been present during his testimony. I adopt the answers made by him as my testimony.
Answers to the general question. "No"

Jeremiah T. Davis

Addie C. Davis
vs
Levinal K. Parlett
R. McK. Kendree Davis
Raymond L. Davis
Elizabeth V. Davis

No. 2324 Equity
In the
Circuit Court
for
A. A. Co.

Opinion of Court Sept 30/04.

R. McK. Kendree Davis died the 31st Dec 1900, leaving a last will & testament and codicil of same date, See copy, marked Exhibit B. a widow Addie C. Davis, and three children infants of tender years, surviving him to wit. R. McK. Kendree Davis, Raymond L. Davis and Elizabeth V. Davis.

The Testator owned a farm in the 2nd District of A. A. County said to be worth $5000, or $6000, where he resided with his family at the time of his death, previously purchased by him, four houses on Monument St, Annapolis, valued at $50- a school house in said 2d District worth about $1500. Besides these purchases he held an undivided sixth part inherited from his father Samuel Davis dec: and an interest in certain property devised by his mothers Will "Exhibit A"

The said R. McK. Davis will reads as follows, viz

I, R. McK. Kendree Davis do leave all my real and personal estate that inherited through my mother to my wife Addie C. Davis, All that I received from my fathers estate, or my children shall receive, I do make Addie Davis trustee without bond."

Codicil No.1- The object of my giving her the trustee to this estate, is to give her authority to sell and market if she thinks best to do so.

The Will & Codicil were duly signed by the testator and attested by two witnesses and duly probated.

The question for the Court as presented by the Plaintiffs Solicitor upon which depends the plaintiffs right to relief is did the real estate of the testator, purchased by him, pass under his will to his wife Addie C. Davis, or did he die intestate thereof.

It seems to me an absurdity to suppose that the testator intended to leave to his wife the real and personal estate that "he" inherited through his mother" and equally absurd and unnecessary would be the words all that I receive from my fathers estate or my children shall receive. He certainly intended to make a will and not die intestate.

Insert the word and now, estate and before the word that and omit the word or after the words "fathers estate," and before the words "my children" and the device would read, I, R. McK. Kendree Davis, do leave all my real and personal estate my children shall receive, I do make Addie Davis trustee, without bond. The will then reads smoothly and intelligibly: It is natural and reasonable to suppose that he wished his wife to have the farm which he had purchased, where he and his family had lived, improved & where they were living when he died,

As Nature Abhors a vacuum so the law Abhors the idea that when the shades of death are gathering around a party makes a will that he intended to do a useless thing and to die intestate, thereby defeating the object he had in view or that he intended to deprive his wife of the most valuable part of his estate: when in a latter part he the testator says, I do make my wife trustee without bond the object being manifest that she should have authority to sell and invest if she thought best so to do, See Codicil Not what he gave his wife but what he gave his children.
Every intendment should be made against holding a man to die intestate who sits down to dispose of the residue of his property
Booth vs Booth 4. Md. 407.
And again, "The natural and reasonable presumption is that when a will is executed, the testator did not mean to die intestate as to any part of his "property." "Where it is clear on the face of the will that the testator has not accurately expressed his meaning by the words he has used, and it is also clear what are the words which he has omitted, those words will be supplied in order to effectuate the intention as collected from the Context

A

A & E. E. of Law 372 & notes
Heald vs Heald 56 Md. 313
Read vs Turley 33 Md. 413
Kellogg vs Mitch 37 Conn 243.

The Court being of opinion that the said R. McK. Kendree Davis did not die intestate of the land which the defendant P. K. Parlett agreed to purchase from Addie C. Davis widow of the said testator, but that said land with other land was devised to said widow by the last will and testament of her husband, the Court will pass a decree when prepared by plaintiffs counsel decreeing that the said Percival K. Parlett pay the said Addie C. Davis the amount of purchase money agreed upon in the written contract for the lot mentioned therein marked Exhibit A. The costs of this case to be equally divided between the plaintiff Addie C. Davis and the defendant, Percival K. Parlett

Jas. Revell
Sept. 30th 1904.

Addie C. Davis
vs.
Percival K. Parlett and others

In the Circuit Court
for Anne Arundel County
No. 2314 Equity.

Final Decree, October 14' 1904.

This case standing ready for hearing and being submitted, the Counsel for the parties have heard and the proceedings read and considered, and the opinion filed and in accordance therewith it is this fourteenth day of October in the year nineteen hundred and four by the Circuit Court for Anne Arundel County, in equity, adjudged ordered and decreed that the defendant, Percival K. Parlett, forth-

with paying or bring into this court to be paid, unto the plaintiff the sum of one hundred and fifty dollars the amount of the purchase money due by him to the plaintiff for the lot of ground and premises mentioned and described in plaintiffs exhibit "C." filed in these proceedings, together with interest thereon from this date until so paid or brought in, and one half of the costs of suit to be taxed by the clerk; and that, upon payment of the aforesaid sum of money with interests and costs as aforesaid, or bringing the same into this Court, the plaintiff, by a good and sufficient deed, to be executed agreeable to law, shall convey unto the said defendant and his heirs and assigns the land and premises above mentioned as sold by the said plaintiff to the said defendant, and all the right, title, interest and estate of the plaintiff in and to the same.

Jas. Revell.

Nathan Pumphrey
vs.
Henry S. Garber &
Libbie F. Garber his wife

No. 588 Equity.
In the Circuit Court
for
Anne Arundel County.

Copy of Mortgage Filed 6 Feby 1877.

This Mortgage, made this first day of January in the year one thousand eight hundred and seventy four by Henry S. Garber, and Libbie F. Garber his wife, of Baltimore City in the State of Maryland. Whereas the said Henry S. Garber and Libbie F. Garber his wife are justly and bona fide indebted unto Nathan Pumphrey of Anne Arundel County, and State aforesaid in the full and just sum of twenty seven hundred dollars for money loaned and acknowledged, and for which said sum the said Henry S. Garber and Libbie F. Garber his wife have made and passed their certain joint and several promissory note of even date herewith payable to the order of the said Nathan Pumphrey one year after date with interest semi annually and the said Henry S. Garber and Libbie F. Garber his wife intending to secure the prompt payment of the aforesaid principal sum with interest at its maturity therefore by these presents, Now this Mortgage witnesseth that in consideration of the premises and of the sum of one dollar the said Henry S. Garber and Libbie F. Garber his wife do grant unto the said Nathan Pumphrey his heirs and assigns in fee simple, all those pieces or parcels of land situate lying and being in Anne Arundel County aforesaid containing three hundred and twenty-four and three fourths of an acre of land more or less And which is more particularly described & referred to in a deed of assignment from John Mallow and wife to the said Libbie F. Garber by assignment dated October 16th 1869 and recorded among the Land Records of Anne Arundel County Liber S H. No 4, folio 311 &c by reference thereto will more fully appear. And the said Libbie F. Garber and Henry S. Garber, do hereby grant and assign to Nathan Pumphrey the said property described in a mortgage from Henry S. Garber and others to Sarah Mallow dated on the 15th of October 1869 and recorded among the Land Records of Anne Arundel County in S. H. No 4- folio 309, and assigned and transferred by Sarah Mallow and Husband John Mallow by deed of assignment dated on the 18th day of October 1869, and duly recorded among the Land records of Anne Arundel County on the 10th day of March 1870. Together with the buildings and improvements thereupon, and the rights roads ways, waters, privileges appurtenances and advantages thereto belonging or in anywise appertaining. Provided that if the said Henry S. Garber and Libbie F. Garber his wife or their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid unto the said Nathan Pumphrey the aforesaid sum of twenty-seven hundred dollars with interest semi annually according to the tenor of the aforementioned promissory note, 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 Henry S. and Libbie F. Garber shall possess the aforesaid property upon paying in the meantime all taxes on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured, which taxes and likewise the said mortgage debt and interest semi-annually the said Henry S. Garber and Libbie F. Garber his wife for themselves their heirs executors administrators and assigns do hereby covenant to pay when legally demandable. But in case of any default being made in any condition of this mortgage, then these presents are hereby declared to be made in trust, And the said Mathew Pumphrey his ~~successors~~ heirs executors administrators and assigns or Wm. Bannon their duly constituted attorney or agent are hereby authorized and empowered to sell all the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their heirs, or assigns: which sale shall be made in the following manner by giving at least twenty days, notice of the time place manner and terms of sale which shall be cash in some newspaper published in Baltimore City, and the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale; secondly to the payment of all moneys owing hereunder, whether the same shall have then matured or not, and as to the balance to pay it over to the said Libbie F. Garber her heirs or assigns. And the said Henry S. Garber and Libbie F. Garber his wife for themselves their executors administrators and assigns do further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to amount of at least twenty five 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 his heirs or assigns to the extent of his or their lien or claim hereunder.

Witness our hands and seals

Test

Robert A. Thirsty J.P. } H. S. Garber (seal)
S. F. Garber (seal)

State of Maryland.

Baltimore City, to wit:

I hereby certify that on this first day of January in the year one thousand eight hundred and seventy four before the subscriber a Justice of the Peace of the State of Maryland in and for the city aforesaid personally appeared Henry S. Garber and Libbie F. Garber his wife, and each acknowledged the foregoing mortgage to be their respective act: and now at the same time before me personally appeared also Wm. Bannon agent for Mathew Pumphrey the within named Mortgagee and made oath in due form of law

that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is duly authorized agent to make said affidavit.

Robert A. Hinsty, J.P.

State of Maryland

Anne Arundel County, Sct.

I hereby certify that the foregoing is a full and true copy as taken from Libre S. H. No. 8 folio 150 &c, one of the Land Record Books of of Anne Arundel County.

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this sixth day of February 1877.

Seal of Cir. Ct. A.A.Co.

Sprigg Harwood Clk.

Bond Filed 6th Feby - 1877.

Know all Men by these presents That We, W. Bannon and Nathan Pumphrey of Anne Arundel County and State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Six 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 administrators jointly and severally, firmly by these presents sealed with our seals and dated this Fifth day of February in the Year of our Lord One thousand eight hundred and seventy seven.

Whereas, a certain Henry S. Garber and Libbie F. Garber of Baltimore City, in the State of Maryland did by a deed of Mortgage dated the First day of January in the year 1874, and duly recorded among the Land Records of Anne Arundel County, as required by Law in Libre S. H. No. 8 - folio 150 &c. Mortgage the property in said deed of Mortgage mentioned to the said Nathan Pumphrey to secure the payment of Twenty Seven hundred dollars, and interest thereon from the first day of January eighteen hundred and seventy-four

And Whereas, there was inserted in the said Mortgage a power to the said W. Bannon as Attorney and Trustee for the Mortgagee, in case of default in the payment of the said Sum of twenty seven hundred dollars with the interest due thereon, or any part thereof, at the time mentioned in said mortgage, to enter upon and take Possession of the property in said Mortgage mentioned and to sell and dispose of the same upon the terms expressed therein, which it is the intention of said W. Bannon as attorney so to do.

Now the condition of the above obligation is such, That if the above Bounden W. Bannon attorney shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgage property, or the proceeds

there of 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
J. Jos. Gallagher

Richard Barnow (Seal)
Nathan Pumphrey (Seal)
H. Barnow (Seal)

H. Barnow atty for Nathan Pumphrey
vs.
Henry S. Garber and Sibbie F. Garber his wife

No. 588 Equity
In the
Circuit Court
for
Anne Arundel County

Report Sale - Filed 30 October 1880.

The Report of Richard Barnow, Trustee and Attorney duly authorized by power contained in a mortgage from Henry S. Garber and Sibbie F. Garber, his wife dated on the first day of January in the year 1874. And recorded among the land records of Anne Arundel County in Liber W.H. No. 8- folio 150 &c. Shows that after giving bond with security for the faithful discharge of his duty and trust and after giving notice of the time place named and terms of sale by advertisement in the Baltimore Daily Gazette, a newspaper published in Baltimore City for more than thirty days before the day of sale he did pursuant to said notice attend at the Court House door on Saturday the 30 day of October 1880 at eleven O'clock A.M. and then and there proceeded to sell the real estate mentioned in said Mortgage and sold the same as follows in the first place the trustee and attorney offered the farm in three parts, but finding no bidder for any part offered the whole of said farm containing 324 3/4 acres and sold the same to Nathan Pumphrey of Anne Arundel County at and for the sum of seven dollars and fifty cents per acre and the said Nathan Pumphrey is ready to comply with the terms of sale and was the highest bidder for said property which is respectfully submitted.

H. Barnow, Trustee and atty.

State of Maryland,
Anne Arundel County, to wit:

I hereby certify, that on this 30 day of October 1880, before me the subscriber the clerk of the Circuit Court for Anne Arundel County aforesaid personally appeared, H. Barnow attorney and Trustee named as such in the mortgage from Garber and wife to Nathan Pumphrey and made oath 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.
Sworn before

Sprigg Harwood Clerk

Wm. Bannon Attorney for Nathan Pumphrey vs. Henry L. Garber and Libbie Garber his wife	In the Ct of Ch for Anne Arundel County In Equity

Order Nisi 30 October 1880.

Ordered this 30 day of October, 1880, that the sale made and reported by Wm. Bannon Attorney for Nathan Pumphrey of the real estate in the proceedings mentioned be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of November 1880, next provided a copy of this order be inserted in some newspaper published in Annapolis, once in each of three successive weeks before the Thirtieth day of November 1880, the report states the amount of sales to be $2435.62.

Sprigg Harwood, Clerk.

Certificate Pub. Order Nisi - Filed 7 Dec. 1880.

Annapolis, Dec. 7 - 1880.

I hereby certify that the annexed advertisement was published in the Record a newspaper printed at Annapolis, once in each of three successive weeks before the 30th day of November

E. S. Riley, Jr.
Publisher of the Record

Nathan Pumphrey vs. Henry L. Garber and Libbie Garber, his wife	In the Circuit Court for Anne Arundel County Oct 7 - 1880.

Order of Court 7 Dec. - 1880.

Ordered this 7th day of December 1880 by the Circuit Court for Anne Arundel County that the sale written reported be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order the trustee is allowed for his commission and for his expenses upon the production of his vouchers before the Auditor

Oliver Miller

January - 30th 1905

Petition & Wach Trustee appointed and order of Court thereon

To The Honorable the Judges of said Court.

The Petition of Sedwick T. Chandler Trustee of the Estate of Nathan Pumphrey late of Anne Arundel County, deceased, as hereinafter mentioned respectfully represents

(1). That as will appear by reference to the docket entries and papers in the above entitled cause on January 1, 1874, Henry L. Garber and Libbie H. Garber, his wife executed a mortgage unto said Nathan Pumphrey upon three hundred and twenty-seven and three-quarters acres of land therein described to secure the payment of the sum of twenty seven hundred dollars and interest thereon, which mortgage is duly recorded among the Land Records of Anne Arundel County in Liber J. N. No. 8 folio 150 etc. that on October 30 1880 one Wm. Bannon attorney named in said mortgage, filed his petition together with his official bond in the penalty of six thousand (6000) dollars, in the above entitled cause and by virtue of the powers and authority contained in said mortgage advertised said property for sale and by his report of sale, filed on the 30th day of October 1880 said Bannon attorney, shows that he had sold said property to Nathan Pumphrey aforesaid, mortgagee, at and for the sum of seven

dollars and fifty cents ($7.50) per acre aggregating the sum of Twenty-seven hundred and sixty-five dollars and fifty two cents ($2765.52) be brought to sale thereof, that on the second day on which same was passed upon said report of sale, viz: on the 7th day of December, 1880, the usual rule finally ratifying and confirming said sale was passed; the usual notices and proofs in the above entitled cause (there no further proceedings been therein had) not having been filed.

(2) That Nathan Pumphrey, purchaser at said sale entered into and took possession of said property and held possession of same up to the time of his death, during which time, said premises have been in the possession of Oregon R. Benson, Trustee under the Will of Nathan Pumphrey, deceased, and your further as petitioner is informed and believes, that said Nathan Pumphrey, mortgagor, having purchased said property at a sum less than the amount of principal and interest due and costs in the above entitled proceedings having been paid, as appears upon the docket said Nathan Pumphrey was entitled to a deed for said property, but said Richard Bowman, Attorney, and said Richard Bowman and said William Pumphrey, having both long since departed this life, your petitioner is advised that by virtue of the Estate of said Nathan Pumphrey, as will appear by reference to the Case of Ex Parte Trustee of Nathan Pumphrey, in Equity No. 1584, in this Court, Equity Docket 2 F. No. 3 folio 92 etc. and recorded in Equity Records, Liber 14, No. 25 folio 3 &c, he is entitled to have a trustee appointed by this Honorable Court in this cause and directed to execute a deed in the sale and recall of said Richard Bowman, Attorney aforesaid to your petitioner, Trustee of the Estate of Nathan Pumphrey, deceased to hold under the terms and conditions of the Last Will and Testament of said Nathan Pumphrey, deceased.

Now therefore your Petitioner prays that a trustee be appointed in the above entitled cause and authorized and directed to execute and deliver a deed of said property unto your Petitioner, to be held upon the trusts, terms and conditions of the Last Will and Testament of said Nathan Pumphrey deceased.

and for such other and further relief as his case may require.

Carroll D. Benson.

Sedwick T. Connell

Solr. for Trustee

Trustee.

State of Maryland, Baltimore City to-wit:

I hereby certify that on this 28th day of January, in the year one thousand nine hundred and four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Sedwick T. Connell, Trustee as aforesaid, the petitioner herein named, and made oath in due form of law that the matters and things set forth in the foregoing petition are true to the best of his knowledge and belief.

As witness my hand and notarial seal

(Notary seal)

Matthew J. Lynn

Notary Public

Upon the foregoing petition and affidavit, it is this 30th day of January 1906, by the Circuit Court for Anne Arundel County, in Equity ordered, that Carroll D. Benson, be and he is hereby appointed trustee in the above entitled cause, and for and in the place and stead of Richard Bowman, Attorney, named in said mortgage is hereby authorized empowered and directed to execute a deed of all that property described in these proceedings and sold by said Richard Bowman, attorney, to the aforesaid Nathan Pumphrey, to Sedwick T. Connell, Trustee of the Estate of Nathan Pumphrey, deceased, upon the terms, trusts and conditions contained in the last will and testament of said Nathan Pumphrey, deceased.

J. Harris Jones.

Oregon R. Benson
vs
Samuel D. Muirhead

No. 2618 Equity
In the Circuit Court
for Anne Arundel County.

Plaintiff's Exhibit No. 1- Original Mortgage Filed 20 April 1904

This Mortgage, made this Third day of November in the year one thousand eight hundred and eighty eight, by Samuel D. Muirhead of Anne Arundel County, in the State of Maryland but at the time of the execution of these presents being in Baltimore City, State aforesaid.

Whereas, the said Samuel D. Muirhead stands indebted unto Henry E. Wootton of Howard County State of Maryland in the sum of seven hundred and fifty dollars, being the balance of the purchase money due and owing on the tract of land hereinafter described, and it was a condition precedent to the sale of said lot or tract of land that the said sum of seven hundred and fifty dollars shall be secured by mortgage as will fully appear from the deed from Henry E. Wootton and Ada Wootton his wife to said Samuel D. Muirhead dated second November 1888 and now delivered to said Samuel D. Muirhead for which sum the said Muirhead has passed to said Wootton, his promissory note of even date herewith payable to the order of said Wootton, seven years after date with interest payable annually.

Now This Mortgage Witnesseth, That in consideration of the premises, and of the sum of one dollar, the said Samuel D. Muirhead does grant unto the said Henry E. Wootton in fee simple, all that piece or parcel of ground situate, lying and being in Anne Arundel County, aforesaid, containing seventy nine and one half acres of land more or less and described in a deed from Henry E. Wootton and wife to said Samuel D. Muirhead, dated 2nd November 1888 and to be delivered to Clerk of the Circuit Court for Anne Arundel County for record at same time with these presents, and being the same property described in a Mortgage from J. Columbus Gaylor and wife to the said Henry E. Wootton, dated 22nd November 1884, and recorded among Anne Arundel County Land Records in Libor S. H. No. 24 fol 525 &c.

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

To Have and To Hold, the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Henry E. Wootton his heirs and assigns forever.

Provided that if the said Samuel D. Muirhead, his heirs, executors, administrators or assigns, shall pay to the order of the said Henry E. Wootton seven years from the date hereof the sum of seven hundred and fifty dollars with interest payable annually in accordance with the tenor of his promissory note hereinbefore recited, and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void.

And it is agreed, that, until default be made in the premises, the said Samuel D. Muirhead, and his assigns shall possess the aforesaid

property upon paying in the meantime, all taxes and assessments public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured; which taxes, assessments, public dues, charges, mortgage debt and interest, the said Samuel D. Muirhead, for himself his heirs, executors, administrators, and assigns does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Henry E. Wootton, his heirs and assigns or his Bannon, his or their attorney or agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; Secondly, to the payment of 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 Samuel D. Muirhead for himself his 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 amount of at least three 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 Henry E. Wootton and his assigns, to the extent of his or their lien or claim hereunder.

Witness my hand and seal.

Test: Stephen S. Clark } Samuel D. Muirhead (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this third day of November in the year one thousand eight hundred and eighty-eight before the subscriber, a Justice of the Peace of the State of Maryland in and for Baltimore City,

aforesaid personally appeared Samuel D. Mumhead and acknowledged the aforegoing mortgage to be his act: and now at the same time, before me, personally appeared also Henry E. Wootton, the within named mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth.

Stephen S. Clark, J.P.

State of Maryland, Baltimore City, Sct.

I hereby certify, That Stephen S. Clark, Esquire, before whom the annexed acknowledgment and affidavit 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 handwriting 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 3rd day of November A.D. 1888.

Seal Sup. Ct. Balto. City

Jas. Bond, Clerk of the Superior Court of Baltimore City.

By order of the Orphans' Court of Howard County of the 30th ultimo, I hereby assign the within mortgage to Ella Wootton without recourse.

Witness my hand & seal this 1 November 1894.

Test: Isaac Scaggs } J. Mackenzie Extx of Hy. E. Wootton Decd (Seal)

I hereby assign the within mortgage to Ruth R. Mumhead without recourse to me.

Witness my hand & seal this 29th November 1901.

Test: J. Mackenzie } Ella Wootton (Seal)

For value received, I hereby assign the within mortgage unto Oregon R. Benson, witness my hand and seal this 19th day of April, 1904.

Witness C. R. Varley Hughs } Ruth R. Mumhead (Seal)

Ex Parte,
Oregon R. Benson, Assignee of Mortgage.
vs.
Samuel D. Mumhead

In the Circuit Court for Anne Arundel County In Equity

Petition Filed 20th April, 1904.

To the Honorable, the Judges of said Court:

The petition of Oregon R. Benson, assignee, respectfully represents:

(1). That Samuel D. Mumhead, executed a mortgage dated November 3, 1888 and recorded among the Land Records of Anne Arundel County in Libr S. H. No. 33, folio 639 &c., to Henry E. Wootton, to secure the sum of

Seven Hundred and fifty (750) dollars being balance of purchase money which was duly assigned by J. Mackenbin executor of H. E. Wootton to Lilla Wootton and by her assigned to Rhett Turnbull and by him assigned unto your petitioner as will appear by reference to said mortgage and assignments thereon filed herewith as part hereof marked Plaintiff's Exhibit No. 1."

(2) That said mortgage is in default, there remaining due thereon a balance of the principal debt of Four Hundred and fifty (450) dollars with legal interest thereon from the third day of November, 1903.

(3) That Your petitioner is about to proceed to sell said mortgaged premises under the power of sale contained in said mortgage.

Your petitioner therefore prays, that this Honorable Court will assume jurisdiction of said proceedings, and that the clerk of said Court may docket this case and file Plaintiff's Exhibit No. 1, and approve your petitioner's bond herewith submitted.

And as in duty bound, etc.

Oregon R. Benson,
Assignee of Mortgage.

Order 20 April 1904.

By the Court.

Ordered this 20 April 1904, that the prayer of the petition be and the same is hereby granted.

Jas. Revell,
Associate Judge 5th Jud. Cir of Md.

Bond Filed & Approved Apl. 22-1904.

Know all men, by these presents, That we Oregon R. Benson Carroll A. Benson, and Charles R. Varley all of Baltimore County in the State of Maryland, are held and firmly bound unto 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 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 April in the year nineteen hundred and four.

Whereas, The above bounden Oregon R. Benson, Assignee, by virtue of the power contained in a mortgage from Samuel A. Hinkle to Henry E. Wootton bearing date the third day of November eighteen hundred and eighty eight and recorded in the Land Records of Anne Arundel County in Libr J. H. No. 33, Folio 639. is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the condition of this obligation is such, That if the above bounden Oregon R. Benson do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered in the presence of
Matthew D. Quinn

Oregon R. Benson (Seal)
Carrie D. Benson (Seal)
Charles R. Carey Byers (Seal)

Oregon R. Benson assignee
vs.
Samuel A. Muirhead

In the Circuit Court
for Anne Arundel County
In Equity No. 2678.

Report of Sale Filed 17th May 1904.

To the Honorable the Judges of the Circuit Court for Anne Arundel County in Equity.

The Report of Oregon R. Benson the assignee of the mortgage filed in the proceedings respectfully shows:

That default having been been made under the terms of said mortgage he gave bond with security for the faithful performance of his trust and after having complied with all the other pre requisites, as required by law and the said mortgage and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Republican in said county, for at least twenty days before the day of sale, and by hand bills extensively circulated, he did pursuant to said notice attend in front of the Court House door at Annapolis in said County, on the 17th day of May A.D. 1904, at 10.30 O'clock A.M. and then and there proceeded to sell said property in manner following that is to say: He offered at public auction to the highest bidder the property mentioned in said mortgage and described in the annexed advertisement containing 7 1/2 acres of land more or less and sold the same to Stanislaw Kus he being then and there the highest bidder therefor at and for the sum of fifteen hundred & forty dollars.

And as in duty &c.

Oregon R. Benson
Assignee.

State of Maryland,
Anne Arundel County to wit:

I hereby certify that on this 17th day of May in the year nineteen hundred and four before me the subscriber a Justice of the peace of the State of Maryland in and for the County aforesaid personally appeared Oregon R. Benson, assignee named in the above mortgage and report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are

time to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In Testimony, whereof I have set my name on the day and year aforesaid.

John H. Davis
Justice of the Peace

Oregon R. Benson, Assignee
versus
Samuel D. Wyniard

In the Circuit Court
for Anne Arundel County
No. 2618 Equity.

Order Nisi Filed 17th May 1904.

Ordered this 17th day of May, 1904, That the sale of the property mentioned in these proceedings made and reported by Oregon R. Benson, the assignee of the mortgage filed in these proceedings,

Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 17th day of June 1904: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of June 1904.

The report States the amount of sales to be $1540.00

Geo. Wells, Clerk.

Certificate Pub. Order Nisi Filed 22d June 1904.

Annapolis, Md. June 22-1904.

I hereby certify that the annexed order nisi in the matter of Oregon R. Benson, assignee vs Samuel D. Wyniard, No. 2618 was published in the "Maryland Republican" a weekly newspaper published in the City of Annapolis, once a week for other successive weeks before the 17 day of June 1904 the first insertion being made the 21st day of May 1904.

Jno. Oliver Wyatt
One of the Publishers.

Oregon R. Benson Assignee
versus
Samuel D. Wyniard

In the Circuit Court
for Anne Arundel County
No. 2618 Equity.

Final Order of Ratification June 25-1904.

Ordered by the Court, this 25th day of June 1904, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause: and the said assignee, allowed the usual Commissions and such proper expenses as he shall produce vouchers for the Auditor, to whom this case is referred.

Jas. Revell

In the case of
Oregon R Benson, Assignee
vs.
Samil D. Thumhead

In the
Circuit Court
for
Anne Arundel County

Auditor's Report and Account. Filed 22 Sept 1904.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account in which costs commissions and costs of assignee are first allowed secondly: the mortgage debt in full; thirdly the widows dower and the balance is awarded to the administrators of the deceased mortgagor. All of which is respectfully submitted

James W. Burns,
Auditor

The Auditor having been by Order of Court permitted to withdraw the within as originally filed in order to distribute the balance to the heirs at law instead of to the administrators of Samil D. Thumhead has made the distribution on the within as to his children & grandchildren per stirpes the widow having been allowed her dower heretofore not participating in this balance.

Respectfully submitted
James W. Burns Auditor

Release Filed 6th Feby 1905.

Know all men by these presents,
That Oregon R. Benson assignee of mortgage in the foreclosure proceedings in the Circuit Court for Anne Arundel County Maryland in Equity No 6618 against Samuel D. Thumhead late of said county deceased has passed unto the undersigned Ruth R. Thumhead for her mortgage claim and interest thereon the sum of $5415.40, and for her widows dower $106.56, and as assignee of J. Scott Thumhead as per deed filed in said proceedings the sum of $242.72 making a total of $8964.68 And has paid unto Thomas D. Thumhead the sum of $242.72, and unto Ethel M. Carroll and Gladys M. Carroll each the sum of $121.36 being in full of the sums of money severally awarded and allowed to them in said cause the receipt whereof is hereby acknowledged, And in consideration thereof they the said undersigned Ruth R. Thumhead, Thomas D. Thumhead Ethel M. Carroll and Gladys M. Carroll do hereby release, acquit, exonerate and discharge the said Oregon R. Benson Assignee as aforesaid, his sureties his heirs, executors and administrators, from all and every action, suit, claim or demand, which could or might possibly be brought, exhibited or prosecuted against him or them by the undersigned Ruth R. Thumhead, Thomas

(Continued on page 82)

The mortgaged Real Estate of Saml D. Trumbead sn ac with

Oregon R. Benson assignee

To the assignee for his commissions				$	76	90	1904 May 17	By proceeds sale of real estate as per report filed	$ 1540 00
" " " " " " Expenses viz									
" Advertising, Maryland Republican	$	25	50						
" Auctioneer C. R. Warley Attorneys		10	54	$	36	04			
" The Atty for Court Costs viz:									
" Solicitor	$	10	00						
" Clerks Circuit Court		10	80						
" Auditor		9	00		29	80			
" Oregon R. Benson Assignee in full of Mortgage claim and Interest thereon - 3 yrs. 6 mos. 12 dys	$	450	00						
		95	40		545	40			
Distribution of balance as follows									
" Ruth Trumbead widow of Saml D. Trumbead aged 45 & 55 - $ of balance $ 85786/100				$	106	56			
" The administrators of Saml D. Trumbead					745	30			
				$	1540	00			$ 1540 00

Final Order January 31st 1905.

In the Circuit Court for Anne Arundel County.

Ordered by the Court this day, 31st of January, 1905, that the aforgoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

J. Thomas Jones.

D. Hunihead, Ethel M. Carroll & Gladys M. Carroll, or any of them, for or on Account of the said sums of money paid as aforesaid, or the payment thereof, hereby declaring themselves, and each of them fully satisfied, contented, and paid as above specified.

Given under our hands and seals this 2nd day of February, in the year nineteen hundred and five.

Signed, sealed and delivered in the presence of
William E. Gland
C. P. Carroll

Ruth R. Hunihead (Seal)
Thomas D. Hunihead (Seal)
Ethel M. Carroll (Seal)
Gladys M. Carroll (Seal)

State of Pennsylvania
City of Philadelphia } To wit:

Be it Remembered, and it is hereby certified that on this second day of February in the year hundred and five before the subscriber a Notary Public of said State in and for said city, personally appeared Ruth R. Hunihead, Thomas D. Hunihead, Ethel M. Carroll and Gladys M. Carroll parties to the above Release or Instrument of Writing, and acknowledged the same to be their act and deed. And I do hereby certify that of my own knowledge, I am satisfied that the said Ruth R. Hunihead, Thomas D. Hunihead, Ethel M. Carroll, and Gladys M. Carroll who have acknowledged the above Release are the persons named and described as, and professing to be the parties in and to the same.

Witness my hand and Official seal this 2nd day of February - A. D. 1905

(Notary Seal)
William E. Gaunt
Notary Public
Commission Expires Jan. 29th 1907
S.E. Cor. 54th & Woodland Ave.
Philadelphia, Pa.

James S. Caldwell Assignee } No. 2630 Equity
vs. In the Circuit Court
Arthur G. Stubbs } for Anne Arundel County.

Original Mortgage. Filed 12th June 1904.

This Mortgage, made this sixteenth day of September, in the year one thousand nine hundred and one, by and between Arthur G. Stubbs and Blanche Stubbs, his wife, of Bucks County, in the State of Pennsylvania, parties of the first part, Joseph Wilmer of Culpeper County, in the State of Virginia, and William H. Wilmer of New York City, in the State of New York, Trustees under the will of Skipwith Wilmer, parties of the second part and Phil. H. Tuck, of Baltimore City in the State of Maryland, party of the third part

Whereas the said parties of the second and third parts have this day sold and conveyed the property hereinafter described to the said Arthur G. Stubbs at and for the sum of Eighty-eight Hundred and twenty-eight dollars and seventy six cents, whereof sixty-six hundred and eighty dollars and ninety-four cents is payable to the said parties of the second part, and twenty-one hundred and forty-seven dollars and eighty-two cents is payable to the said party of the third part.

And Whereas the said Arthur G. Stubbs has passed to the said parties of the second part his promissory note payable to their order three years after date for the said sum of sixty-six hundred and eighty dollars and ninety-four cents, and also his twelve promissory notes for the quarterly interest to accrue thereon, each for the sum of one hundred dollars and twenty-one cents, and payable respectively at three, six, nine, twelve, fifteen, eighteen, twenty-one, twenty four, twenty-seven, thirty-thirty-three and thirty-six months after date, and has also passed to said Phil H. Tuck his promissory note for the said sum of Twenty-one hundred and Forty seven dollars and eighty-two cents, payable to his order three years after date, and his twelve promissory notes for the quarterly interest to accrue thereon each for the sum of thirty-two dollars and twenty-one cents, payable at three, six, nine, twelve, fifteen, eighteen, twenty-one, twenty four, twenty-seven, thirty-thirty-three and thirty-six months, respectively, after date, all of said notes being dated the sixteenth day of September, A.D. nineteen hundred and four:

And whereas it was a condition of the said sale that the said parties of the first part should before the first day of February nineteen hundred and two, make and pay for repairs and improvements to the buildings on said land to the extent of at least one thousand dollars, and should also before the first day of May, nineteen hundred and two, expend at least fifteen hundred dollars additional in building roads on said land and make-

ing such other repairs and improvements thereon as they may deem necessary or proper.
And Whereas it was a further condition of the said sale that the prompt and punctual payment of each and all of the said notes for the interest as well as for the principal sums, as and when the same may mature and fall due, and also the completion of and payment for the said repairs and improvements within the times stipulated as aforesaid, should be secured by this instrument but in such manner that the notes payable to the said party of the third part as aforesaid should be in all respects subordinate and subject to the said notes payable to the said parties of the second part.
Now This mortgage witnesseth, That, in consideration of the premises and five dollars, the receipt of which is acknowledged, the said parties of the first part do hereby give, grant, assign and convey unto the said parties of the second and third parts, all that tract of land which is described as follows in the deed from the said Phil. H. Tuck, Attorney, Joseph Wilmer and William H. Wilmer, Trustees under the will of Skipwith Wilmer, bearing even date herewith, and intended to be recorded prior hereto among the Land Records of Anne Arundel County, in the State of Maryland, "All those pieces or parcels of ground situated in the Third Election District of Anne Arundel County, aforesaid, upon which (the said) Charles J. Stewart now resides, known by the name of "Piney Grove," or by whatsoever name or names the same may be called, and which were devised unto the said Charles J. Stewart by his Mother, Virginia Sevier, formerly Virginia Stewart, by her Last Will and Testament, dated the fourteenth day of October, in the year eighteen hundred and seventy-nine, and recorded in the Office of the Register of Wills of Anne Arundel County aforesaid, in Liber J. W. B. Number one, folios fifty seven, etc., save and except the following parts or parcels thereof conveyed by the said Charles J. Stewart unto the following named persons, to wit: five and eleven-thirtieths acres to James F. Wade by deed dated the third day of August, in the year Eighteen hundred and eighty six, and recorded among the Land Records of said County, in Liber S. H. Number thirty-nine, folios two hundred and fourteen, etc., two hundred and thirty-one acres to Theodore Linthicum, by deed dated the twenty-eighth day of October, in the year eighteen hundred and eighty-six, and recorded among said Land Records in Liber S. H. Number thirty-nine, folios three hundred and forty, etc, ten and one-quarter acres to John F. Wade by deed dated the fifth day of October, in the year eighteen hundred and eighty six, and recorded among said Land Records in Liber S. H. Number thirty-nine, folios two hundred and sixteen, etc., five acres to Henry Rollins by deed dated the twenty-ninth day of June, in the year Eighteen hundred and eighty-seven, and recorded among said Land Records in Liber S. H. Number thirty one, folios, ninety-nine, etc., nine and one-half acres to Henry

Achtermann, by deed dated the twenty-first day of July, in the year eighteen hundred and eighty-seven, and recorded amongst said Land Records in Liber J.H. Number thirty-one, folios one hundred and fifteen, etc., and also the acres which the said Charles J. Steward has contracted to sell unto a certain Sarah Wade near Piney Grove Church, adjoining the said Church Lot, and the lands of Henry Rollins and others; the land hereby intended to be conveyed containing one thousand and eighty acres of land, more or less, adjoining the lands now or formerly owned by Thomas J. Butler, John L. Tydings, Nathan Pumphrey, James Stallings, Leyrle Tr. Robinson Charles, Bibaw, Theodore Leinbach, Penrobia Williams the property of the Annapolis and Baltimore Short Line Railroad Company and others".

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Arthur G. Stubbs, his heirs and assigns forever.

Provided that if the said Arthur G. Stubbs, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid each and all of the promissory notes aforesaid, as and when they shall respectively mature and fall due as aforesaid, and shall before the first day of February, nineteen hundred and two, expend at least one thousand dollars in repairing the buildings on said land, and shall on or before May first, nineteen hundred and two, expend at least fifteen hundred dollars additional on the property in making roads and such other improvements as he thinks necessary or proper, and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void, and the right is reserved to make payment on account of the principal notes at any time in sums of not less than five hundred dollars on thirty days notice to said holders thereof.

And it is agreed, that, until default be made in the premises, the said parties 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 parties of the first part for themselves 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 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 parties of the second part, their successors and

assigns or Randolph Barton or James H. Ambler, 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 Anne Arundel County, and such other notice as by the said parties of the second part, their 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 an appearance fee, 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 parties of the second part their successors and assigns, under this mortgage whether the same shall have then matured or not, and thirdly to the payment of all claims of the said party of the third part, his personal representatives or assigns under this mortgage whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said parties of the first part, their personal representatives or assigns, or to whoever may be entitled to the same.

And it is 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 it is further agreed that in case of a sale under this mortgage any interest of the said parties of the first part in the crops upon said land shall pass to the purchaser.

And the said parties of the first part, for themselves their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least three thousand 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 parties of the second part, their successors and assigns to the extent of the lien or claim hereunder.

It is understood that in case of the sale of any part of said land by the mortgagors on terms approved by the said parties of the second part, the said Mortgagees will release the part so sold upon pay-

ment to the said parties of the second part of the proceeds of such sale, and after the payment of their debt it is further understood that in case of the sale of any part of said land by the Mortgagors on terms approved by the said party of the third part, he will release the part so sold upon payment & return of the proceeds of such sale.

Witness the hands and seals of the said Mortgagors.

Test:
H. B. Trotter Jr.

Arthur G. Stubbs (Seal)
Blanche Stubbs (Seal)

State of Pennsylvania, Bucks County, to wit:

I hereby certify That on this 25th day of November, nineteen hundred and one, before the subscriber, a Notary Public of the State of Pennsylvania, in and for Bucks County aforesaid, personally appeared Arthur G. Stubbs and Blanche Stubbs, his wife, and did each acknowledge the aforegoing Mortgage to be their respective act.

In Testimony Whereof I have affixed my official seal this 25th day of November, A. D. nineteen hundred and one

(Notary's Seal)

H. B. Trotter,
Notary Public
Comm. Expires Jan. 19-1903

State of Baltimore, Baltimore City, to wit:

I Hereby certify That on this 26th day of November, in the year nineteen hundred and one, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared P. Bennett Ford, Agent of the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of the within named Mortgagee, the said Joseph Wilmer and William G. Wilmer, Trustees under the will of Skipwith Wilmer, and Phil. H. Tuck, and also made oath in due form of law, that neither have the Mortgagees nor this affiant required the Mortgagors, their Agent or Attorney, or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, neither will the said Mortgagees nor this affiant require the same to be paid by the Mortgagors or any person for them during the existence of this mortgage.

In Testimony whereof I have affixed my official seal this Twenty sixth day of November, A. D. nineteen hundred and one.

(Notary's Seal)

Philemon H. Tuck
Notary Public

Recorded in Liber G. H. No. 23 fol. 358
assign recorded G. H. No 23 fol 362 ~~Recorded~~

For value received I hereby assign the within Mortgage to James S. Calvert for purposes of foreclosing the same as Witness my hand and seal this 3rd day of June A. D. 1904

Test: Harry M. Bufkinger

B. N. Baker (Seal)

assigned to B. N. Baker in G. H. No. 25 fol. 234 &c.

Ex A. Filed 14th June, 1904

This Deed made this 15th day of May in the year one thousand nine hundred and two by Joseph Wilmer of Culpepper County, in the State of Virginia and William H Wilmer of New York City, in the State of New York, trustees under the Will of Skipwith Wilmer deceased, which will bears date May 8th 1901, and recorded in the office of the Register of Wills in Baltimore City in Wills Liber J. R. H. No. 87, folio 100 &c. of the first part and Phil. H. Tuck of Baltimore City - State of Maryland of the second part, and Bernard A. Baker of said City of Baltimore, State of Maryland of the third part.

Witnesseth, That in consideration of the sum of Six Thousand six hundred and eight dollars and ninety four cents paid to the said Joseph Wilmer and William H. Wilmer trustees as aforesaid, and in consideration of the sum of two thousand one hundred and forty seven dollars and eighty two cents paid to the said Phil. H. Tuck the said Joseph Wilmer and William H. Wilmer trustees and Phil. H. Tuck do each according to their respective interests grant and assign unto the said Bernard A. Baker his executors, administrators and assigns all their right, title and interest in a certain mortgage made to them by Lillian G. Stubbs and wife dated September 16th 1901, and recorded among the Land Records of Anne Arundel County in Liber G. H. No. 23, folio 358 &c. and also all their right, title and interest in the property described in said mortgage and in the mortgage debt intended to be secured thereby.

Witness our hands and seals

Test as to Joseph Wilmer Trustee
and Phil H. Tuck,
Bernard A. Schmitz
As to William H. Wilmer
John K. Berry

Joseph Wilmer (Seal)
William H. Wilmer (Seal)
Trustees
Phil. H. Tuck (Seal)

State of New York }
New York City } Sct.

I hereby certify, That on this 16th day of May A.D. 1902, before me a Notary Public of said State in and for said City personally appeared William H. Wilmer one of the above named trustees and acknowledged the aforegoing assignment of mortgage to be his act.

Witness my hand and Notarial Seal.

(Notary's seal)

John K. Berry
Notary Public (219)
New York County

State of New York }
County of New York } ss.

I, Thomas L. Hamilton, Clerk of the County of New-York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record Do Hereby Certify, That John K. Berry whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof or acknowledg-

ment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and truly believe that the signature to the said certificate of proof or acknowledgment is genuine.
In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 17th day of May 1902.

Thos. L. Hamilton, Clerk.

State of Maryland,
Baltimore City, Sct..

I Hereby certify, That on this 15th day of May, A.D. 1902, before me a Notary Public of the State of Maryland in and for said City personally appeared Joseph Wilmer one of the above named Trustees and Phil. H. Cleek and each acknowledged the aforegoing assignment of Mortgage to be their act and deed. And at the same time personally appeared J. Wilson Leaken Attorney of the within named Bernard A. Baker, Assignee and also made oath on the Holy Evangely of Almighty God, that neither have the mortgagees or their assignees or this affiant, required the mortgagors their Agent or Attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require the same to be paid by the mortgagors or any person for them during the existence of this mortgage and that he is agent of the said Bernard A. Baker duly authorized to make this affidavit
Witness my hand and Notarial Seal.

Bernard A. Schmitz.
Notary Public

Bond. Filed and Approved - Filed 14th June 1904

Know all men by these presents, That we James S. Calwell and Harry M. Benzinger of the city of Baltimore in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of sixteen thousand 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; seal with our seals and dated this 14th day of June in the year nineteen hundred and four:
Whereas, The above bounden James S. Calwell, by virtue of the power contained in a mortgage from Arthur G. Stubbs and wife to Joseph Wilmer et al bearing date the 16th day of September nineteen hundred and one and recorded among the mortgage records of Anne Arundel County, in Liber G.W. No. 23, folio 358 &c. and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained

Now the condition of this Obligation is such, That if the above bounden James S. Caldwell do and shall well and truly and faithfully perform the trust reposed in him, under the mortgage aforesaid, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Edwin R. Stringer

James S. Caldwell (Seal)
Harry M. Benzinger (Seal)

James S. Caldwell, assignee
vs.
Arthur G. Stubbs, and wife

In the Circuit Court
for Anne Arundel County

Statement of Mortgage Debt & Notes filed 13 July 1904.

Arthur G. Stubbs and wife,
To James S. Caldwell, assignee, Dr.

To amt of mortgage note of Sept 16th 1901		$6680.94
" " " " " " " "		2147.82
" both filed herewith		$8,828.76
" Int note due Sept 16/02	$132.42	
Int.	14.56	
" to July 11/04.		
" " " " " Dec. 16 02/02 to "	132.42	
	12.58	
" " " " " Mar. 16/03	132.42	
& int "	10 59	
" " " " " June 16/03	132.42	
& int	8.60	
" " " " " Sept 16/03	132.42	
& int	6.62	
" " " " " Dec. 16/03	132.42	
& int	4.63	
" " " " " Mar 16-/04	132.42	
& int	2.65	
" " " " " June 16/04	132.42	
& int	.66	
Int on 8828 76/100 fr. June 16/04 to July 11/04.	36.78	
May 30/03 cash pd 1902 taxes	227.39	
Int.	14.78	
May 30/03 " " " 1903 "	227.63	
& Int.	1.13	1627.95
		10,456, 71
By amt pd & int thereon		922, 49
Bal.		9534, 22

Mortgage Notes & Interest Notes - Filed 13 July 1904.

State of Maryland,
City of Baltimore Sct,

I hereby certify, that on this 11th day of July in the year nineteen hundred and four, before me a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared James S. Calwell the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Notary's seal

Wm. H. Poultney
Notary Public

James S. Calwell, Assignee
vs.
Arthur G. Stubbs et al

In the Circuit Court
for
Anne Arundel County.

Assignee's Report Filed 11 July 1904.

To the Honorable, the Judge of said Court.

The Report of Sale of James S. Calwell Assignee of Mortgage from Arthur G. Stubbs and wife to Joseph Wilmer and William H. Wilmer, Trustees under the Will of Skipwith Wilmer, deceased and as Assignee of the Mortgage from said Stubbs and wife, to Phil H. Tuck, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisement in the Anne Arundel Advertiser, a weekly newspaper published in Annapolis, Anne Arundel County, for more than three weeks preceding the day of sale, said Assignee, did pursuant to said notice, on Monday the eleventh day of July, 1904, at 12 O'clock M. attend at the Court House Door, in Annapolis, Anne Arundel County, Maryland and there and there sold the said lands and premises described in the annexed advertisement of sale, to Bernard H. Baker at and for the price or sum of Six thousand dollars, he being then and there, at that price, the highest bidder therefor.

For annexed advertisement see page 94

Respectfully submitted

James S. Calwell
Assignee of Mtgee

State of Maryland,
Anne Arundel County, to wit:

I hereby certify, That on this 11th day of July in the year one thousand nine hundred and four, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared, James S. Calwell, Assignee, and

made oath in due form of law, that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

John L. Davis
Justice of the peace.

James S. Calwell, Assignee
versus.
Arthur G. Stubbs, et al
} In the Circuit Court for Anne Arundel County No. 2630 Equity.

Order Nisi 11th July-1904.

Ordered this 11th day of July 1904, That the sale of the property mentioned in these proceedings made and reported by James S. Calwell assignee of Mortgage, Bolottiers and Confirmed Unless cause to the contrary be shown on or before the 11th day of August 1904: Provided, a copy of this Order be inserted in some Newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August 1904.
The Report states the amount of sales to be $6000.00

Geo. Wells, Clerk.

Certificate Pub. Order Nisi Filed 12 August-1904.

Annapolis, Md., July 30-1904.

I certify that the annexed Order Nisi in the Matter of the sale of the real Estate in No. 2630 Equity, Calwell assignee vs. Stubbs, was published in "The Advertiser," a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 11th day of August 1904. The first insertion being made the 14th day of July 1904.

W. Wedde Holladay
Publisher

James S. Calwell, assignee
versus.
Arthur G. Stubbs, et al
} In the Circuit Court for Anne Arundel County No. 2630 Equity:

August 12 Order of Final Ratification of Sale.

Ordered by the Court, this 12th day of August 1904, that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause: and the Trustee Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor, to whom this case is referred.

Jas. Revell.

In the case of
James S. Bamberll, Assignee
vs.
Arthur G. Stubbs, et al.

In the Circuit Court
For
Anne Arundel
County.,

Auditor's Report & Account - Filed 5 August 1904.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within Mortgage account wherein after allowance of the assignees costs, Commissions and expenses the balance is distributed to the Mortgagee in part payment of his claim filed.

All of which is respectfully submitted.

James W. Owens,
Auditor.

1904		The Mortgaged Real Estate of Arthur G. Stubbs				1904 July 11	ac. with	ler.
July 11.		James S. Bamberll, Assignee					By proceeds of sale	
" "		To the Assignee for his commissions			$ 210	00	of Real estate as	
" "		" " " " " Expenses viz					per report filed	$6000 00
"		" Advertising Anne Arundel Advertiser	$	40 00				
"		" Auctioneer Pattison & Graham	$	20 00	$ 60	00		
"		" The Assignee for Court Costs viz:						
"		" Solicitor	$	10 00				
"		" Clerk Circuit Court		19 85				
"		" Auditor	$	4 50	$ 34	35		
"		" Bernard H. Baker assignee mortgagee						
		This amount in part payment of						
		Mortgage claim			$ 5695	65		
					6000	00		$ 6000 00

Memorandum of Mortgage claim
of Bernard H. Baker

To Amount due as per Statement filed	$ 9534	22
By " Allowed supra	5695	65
By Balance due	$ 3838	57

James S. Caldwell, Assignee
vrsus
Arthur G. Stubbs + others
} In the Circuit Court
for Anne Arundel County,
No. 2630 Equity.

Order January 9th 1905, Ratifying
Auditor's Report + Account.

This account + report having been this 9th day of January 1905 Submitted to me, It is ordered that the report and Account of the Auditor, in the above entitled cause, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, and that the Assignee Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. Revell.

Mortgagee's Sale of a Valuable Tract of Land containing about 179 Acres of Land, Situate in the Third Election District of Anne Arundel Co.

By virtue of the power of sale contained in a mortgage from Arthur G. Stubbs and wife, to Joseph Wilmer and William H. Wilmer Trustees under the will of Shipwith Wilmer and Phil. H. Tuck, dated September 16th 1901, and recorded among the Land Records of Anne Arundel County, in Liber G. H. No. 23 folio 358 etc, said mortgage having been assigned by short form to the undersigned, he will offer for sale at Public Auction at the Court House door in the City of Annapolis, on

Monday, July 11th A.D. at 12 o'clock M.

All those pieces or parcels of ground situated in the Third Election District of Anne Arundel County, in the State of Maryland upon which Charles J. Stewart formerly resided, known by the name of "Ivy Grove" or by whatsoever name or names the same may be called, and which were devised under the said Charles J. Stewart by his mother, Virginia Brown formerly Virginia Stewart by her last Will and testament dated the 4th day of October in the year 1879 and recorded in the office of the Register of Wills of Anne Arundel County aforesaid in Liber J. W. B. No. 1- folio 57 etc, save and except the following parts or parcels thereof conveyed by the said Charles J. Stewart unto the following named persons to wit: 5-11-20 acres to James T. Wade, by deed dated the 3rd day of August, 1886 and recorded among the Land Records of said County in Liber S. H. No. 29, folio 214 etc. 231 Acres to Theodore Linthicum by deed dated the 28th day of October, 1886 and recorded among said Land Records, in Liber S. H. No. 29 folio 340 etc. 110½ acres to John T. Wade by deed dated the 5th day of October 1888 and recorded among the Land.

Continued on page 498

George R. Gaither Jr., Attorney, vs. George J. Fischer } In the Circuit Court for Anne Arundel County No. 2253 Equity.

Plaintiffs Exhibit No.1- Filed 20 July 1900.

This Mortgage, made this 29th. day of April in the year one thousand eight hundred and ninety six, by George J. Fischer and Cassie L. Fischer his wife, of Anne Arundel County in the State of Maryland,

Whereas Thomas H. Gaither and George R. Gaither Jr. trustees, have this day loaned to the said George J. Fischer the sum of Eleven hundred dollars ($1100.) to be repaid with interest half yearly from the day of the date hereof, and the said George J. Fischer for the principal of said loan and interest to accrue thereon hath passed to the said trustees his seven negotiable promissory notes, all bearing even date herewith and payable to the order of the said trustees, as follows, to wit:

One of said notes being for the sum of Eleven hundred dollars and payable three years after date, and six of said notes being for the sum of Thirty three dollars each and payable respectively in six twelve eighteen twenty four, thirty and thirty six months after date:

And Whereas it was a condition precedent to the making of the said loan that the same should be secured by the execution of these presents.

Now This Mortgage Witnesseth:

That for and in consideration of the premises and of the sum of one dollar the said George J. Fischer and Cassie L. Fischer his wife, do grant unto the said Thomas H. Gaither and George R. Gaither Jr. Trustees, their heirs and assigns, all that tract or parcel of land situate, lying and being in the fourth election district of Anne Arundel County aforesaid containing one hundred and eighty eight acres of land, more or less, and particularly described in a deed from P. Dorsey Carr and wife to Maynard Carr, dated July 3rd 1886, and recorded among the Land Records of Anne Arundel County, in Libre S. H. No 28 folio 547 &c. And being also the same tract or parcel of land which was granted and conveyed by the said Maynard Carr to the said George J. Fischer by a deed bearing date May 30th, 1888 and recorded among the Land Records of Anne Arundel County in Libre S. H. No 33. folio 134 &c.

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

To Have And To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Thomas H. Gaither and George R. Gaither Jr. Trustees, their heirs and assigns forever.

Provided that if the said George J. Fischer, his heirs, personal representatives or assigns shall well and truly pay the aforementioned promissory notes, and shall perform all the covenants herein on his

to 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 George J. Fischer 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 George J Fischer for himself, his heirs, personal representatives and assigns doth 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 out 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 Thomas H. Gaither and George R. Gaither Jr. trustees, their personal representatives and assigns or George R. Gaither 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 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 Anne Arundel County, and such other notice as by the said Mortgagees their 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 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 Mortgagees, their 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 George J. Fischer for himself, his personal representatives and assigns, doth 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 one thousand 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 Mortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder.
Witness, the hands and seals of the said Mortgagors.
Test:
Elias. D. Gaither — Geo. J. Fischer (Seal)
Thos C. Bailey — Cassie L. Fischer (Seal)

State of Maryland Baltimore City, Sct:
I hereby certify, that on this 29th day of April in the year one thousand eight hundred and ninety-six before the subscriber a justice of the peace of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared, George R. Gaither Jr. Trustee, one of the within named Mortgagees and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth, and he also made oath on the Holy Evangely of Almighty God that there has been no agreement or arrangement directly or indirectly upon the part of the said mortgagor to pay any tax levied or to be levied upon the mortgage debt and interest thereby intended to be secured: that he has not required the mortgagor or his agent or attorney, or any person for the said mortgagor, to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require the same to be paid by the mortgagor or any person for him during the existence of this mortgage.

Thos. C. Bailey, J.P.

State of Maryland,
Baltimore City, to wit:
I hereby certify that on this twenty-ninth day of April, in the year eighteen hundred and ninety-six before me, the subscriber, a Justice of the peace of the State of Maryland in and for Baltimore City aforesaid personally appeared George J. Fischer and Carrie L. Fischer his wife, and each acknowledged the aforegoing mortgage to be their respective act.

Thos C. Bailey, J.P.

State of Maryland,
Baltimore City, Sct.
I hereby certify, That Thos. C. Bailey, 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 29th day of April A.D. 1896.

Seal of Sup. Ct. of Balto City

Robt Ogle, Clerk of the Superior Court of Baltimore City.

Bond Filed & Approved July 20-1909.

Know all men by these presents, That we George R. Gaither Jr. of Baltimore City, in the State of Maryland, and Thomas H. Gaither, of Howard County in the State aforesaid, are held and firmly bound unto the State of Maryland in the full and just sum of twenty-two

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 sixteenth day of July in the year one thousand and nine hundred.
Whereas the above bounden George R. Gaither Jr. Attorney named in the mortgage filed in these proceedings from George J. Fischer and wife to Thomas H. Gaither and George R. Gaither Jr. Trustees, bearing date April 29th 1896, and recorded among the Land Records of Anne Arundel County, in the State of Maryland, in Libre G. W. No 2 - Fol. 107 &c. by virtue of the power contained in said mortgage is about to make sale of the real estate described in said mortgage default having been made in the same

Now the Condition of the above obligation is such, That if the above bounden doth and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Thos. H. Gaither Jr. — George R. Gaither Jr. (Seal) Thos. H. Gaither (Seal)

In the matter of the Sale of the Mortgaged Real Estate of George J. Fischer — No. 2253 Equity, Circuit Court for Anne Arundel County.

Report of Sale, Filed 5 July 1904.

To the Honorable the Judges of said Court.

George R. Gaither, Attorney named in the mortgage in these proceedings filed to make sale of the real estate in said mortgage mentioned, after certain defaults in the covenants thereof respectfully reports.

That the aforementioned defaults having occurred he gave bond with security for the faithful discharge of his trust under said mortgage which was filed with and approved by the Clerk of this Court and after having complied with all legal pre requisites and after giving notice of the time, place, manner and terms of sale by advertisement in the Anne Arundel Advertiser a newspaper published in Anne Arundel County, State of Maryland, and by hand-bills extensively circulated and posted in Anne Arundel and Prince Georges County, contiguous to the mortgaged premises; he did pursuant to said notice (a copy of the said Attorney by duly authorized attorney attended which is hereto attached) at the Court House door in the City of Annapolis at 11 O'clock, A.M. on Tuesday July 5th 1904, and then adjourned said sale to 2,40 P.M. of said day, and at said last hour in person by public sale offered the said mortgage premises and sold the same to Thos. H. & Geo. R. Gaither, Trustees &c and for the sum of one thousand dollars

they bring them and there the highest bidder therefor and the said purchasers agree to comply with the terms of sale as will appear by this report.
All of which is respectfully submitted.

George R. Gaither
(known as George R. Gaither Jr.)
(Attorney named in the mortgage.)

State of Maryland, Anne Arundel County, SS.
I hereby certify, that on this 5th day of July, A.D. 1904, before the subscriber, Deputy Clerk of the Circuit Court for Anne Arundel County, aforesaid personally appeared, George R. Gaither, the Attorney named in the aforementioned mortgage, and made oath in due form of law, that the matters and things stated in the aforegoing report of sale are true as therein stated, and that the sale therein reported was fairly made.

Wm. H. Woodward,
Deputy Clerk

George R. Gaither Jr., attorney
vs.
George J. Fischer & wife
} No. 2253 Equity
Circuit Court for
Anne Arundel County.

Order Nisi 5 July 1904.

Ordered this fifth day of July A.D. 1904, That the sale made and reported by Geo. R. Gaither Attorney, of the real estate in these proceedings mentioned be ratified and confirmed, unless cause to the contrary be shown on or before the 5th day of August A.D. 1904, provided a copy of this order be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of three successive weeks, before the said 5th day of August 1904
The report states the amount of sale to be $1000.00

Geo. Wells, Clerk.

Certificate Pub. Order Nisi. Filed 6 Augt 1904.
Annapolis, Md. Aug. 5 1904.

I hereby certify that the annexed Order Nisi in the matter of the mortgaged Real Estate of Geo. J. Fischer & wife 2253 was published in "The Advertiser," a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 5th day of August 1904. The first insertion being made the 7th day of July 1904.

W. Hazard Hokeday
Publisher

August 9th 1904,
Finder Order of Ratification of Sale.

Ordered by the Circuit Court for Anne Arundel County on this ninth day of August A.D. 1904, that the sale herein before reported, be and the same is hereby, finally, ratified and confirmed, no sufficient cause to the contrary thereof, having been shown, although due

notice there of appears to have been given as directed by the preceding order nisi. The Attorney is allowed the usual commissions allowed Trustees under the Equity Rules of this Court, his costs of Court, and for his expenses (not personal) for which he shall produce vouchers to the Auditor to whom this cause is immediately referred.

Jas. Revell.

Advertisement filed with report of sale.

Mortgagee's Sale of a valuable Tract of Land, in the Fourth Election District of Anne Arundel Co. By virtue of a power contained in a mortgage from George J. Fischer and wife to Thomas H. and George R. Gaither Jr., trustees, dated the twenty-ninth day of April, 1896, and recorded among the Land Records of Anne Arundel County, State of Maryland, in Liber G. W. No. 3 folio 107 etc. the undersigned attorney named in said mortgage will offer at public sale at the Court House door in the City of Annapolis, on Tuesday July 5, 1904, At 11, 0' clock A. M. All that tract of land situated in the Fourth Election District of ~~Anne~~ said County, particularly described in a deed from P. Dorsey Carr to Maynard Carr, dated July 8th 1886, recorded in Liber J. H. No. 28 folio 541 etc, being also same tract of land conveyed by said Maynard Carr to said George J. Fischer, by deed dated May 30th 1888, recorded in Liber J. H. No. 33, folio 134 etc., containing in all 188 Acres of land more or less.

Improvements consist of a dwelling house, barn and necessary outbuildings.

Terms of Sale: One third in cash, balance in equal instalments of one and two years from day of sale, or all cash at the option of the purchaser: all payments to bear interest from the day of sale and to be secured by the notes of the purchaser with surety or sureties to the satisfaction of the undersigned.

A deposit of one hundred dollars will be required on the day of sale.

George R. Gaither, Jr.,
Attorney named in Mortgage.

In the case of Geo. R. Gaither atty vs. George J. Fischer } In the Circuit Court for Anne Arundel County.

Auditor's Report & Account. Filed 19 August 1904.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within mortgage account, in which after allowing for taxes paid by the mortgagee, the trustees costs commissions and expenses the balance is distributed in part payment of the mortgage debt.

All of which is respectfully submitted

James W. Owens
Auditor

D. The mortgaged real estate of Geo. J. Fisher is in ac. with George R. Gaither. Cr.

Attorney named as Mortgagee

George R. Gaither, Attorney. vs Henrietta Franklin & husband } In the Circuit Court for Anne Arundel County In Equity.

Exhibit A. Filed 6 October 1903.

Int. Rev. Stamp $2.00

This Mortgage, made this seventh day of December, in the year one thousand eight hundred and ninety nine by Henrietta Franklin and Joseph Franklin, her husband, both of Anne Arundel County, in the State of Maryland,

Whereas, Thomas H. Gaither, of Howard County, in the State aforesaid, and George R. Gaither Jr., of Baltimore City, in the State aforesaid, trustees, have this day loaned to the said Mortgagors the sum of Twenty-six hundred ($2600) dollars, to be repaid with interest half yearly three (3) years from the day of the date hereof, the said mortgagors for the principal of the said loan and the interest to accrue therein have passed to the said Thomas H. Gaither and George R. Gaither Jr., trustees their joint and several negotiable promissory notes, bearing even date herewith, payable to their order, one for the said sum of Twenty-six hundred (2600) dollars, payable three years (3) after date, and six (6) for the sum of Seventy-eight (78) dollars each, payable in six, twelve, eighteen, twenty-four, thirty and thirty-six months after date.

Now This Mortgage Witnesseth:

That for and in consideration of the premises and of the sum of one (1) dollar, the said Henrietta Franklin and Joseph Franklin her husband, do hereby grant and convey unto the said Thomas H. Gaither and George R. Gaither Jr. Trustees, their heirs and assigns,

All that tract and parcel of land lying in The Swamp, in the 8th Election District of Anne Arundel County, in the State of Maryland, known as the "Home Place," on which the said Henrietta Franklin now resides: the same being part of a tract and parcel of land called "Carpenter's Yard", containing one hundred and twenty (120) acres, more or less: Also all that tract and parcel of land adjoining the above mentioned tract of land, which was conveyed to Richard Crandall by deed from William D. Lewis and wife, bearing date of September 25th, 1848, and recorded in Liber J. H. H. No. 4, folios 89 etc, of the Land Records of Anne Arundel, in the State of Maryland, containing eighty-six and one quarter (86¼) acres more or less.

Being the same tracts or parcels of land which were conveyed to Henrietta Franklin from Eliza Crandall by deed bearing date of June 19th, 1884, and recorded in Liber J. H. No. 24, folio 207, of the land records of Anne Arundel County, in the State of Maryland.

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 Thomas H. Gaither and George R.

Gaither Jr. Trustee, their heirs and assigns forever.
Provided that if the said Henrietta Franklin and Joseph Franklin, her husband, their heirs personal representatives or assigns, shall well and truly pay the said loan of Twenty-six hundred (2600) dollars, with interest thereon, 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 mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts 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 Henrietta Franklin and Joseph Franklin, her husband, for themselves, 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 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 Thomas H. Gaither and George R. Gaither Jr. trustees, their personal representatives and assigns, or the said George R. Gaither 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 Anne Arundel County, and such other notice as by the said Mortgagees, their 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 fifty 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 Mortgagees, their 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 whoever may be entitled to the same.
And the said Henrietta Franklin and Joseph Franklin, her husband, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured, the improvements on the hereby mortgaged land to the amount of at least Fifteen hundred (1500) dollars, and to cause the pol-

cy to be effected thereon, so framed or indorsed as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of the lien or claim hereunder.
Witness the hands and seals of the said Mortgagors. } Henrietta Franklin (Seal)
Test: Julian Brewer } Joseph Franklin (Seal)
State of Maryland
Anne Arundel County, to wit:
I hereby certify, that on this seventh day of December, in the year one thousand eight hundred and ninety nine before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Henrietta Franklin and Joseph Franklin, her husband, the Mortgagors named in the foregoing Mortgage and each acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared George R. Gaither Jr., one of the trustees and mortgagees named in the foregoing 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 also made oath in due form of law, that they have not required the Mortgagors, their agent or attorney, or any person for the said Mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will they require the same to be paid by the Mortgagors, or any person for them during the existence of this Mortgage.

Julian Brewer,
Justice of the Peace.

Mortgage Notes Filed 24 Nov. 1903

Principal due December 7- 1899.

$2600

Secured by mortgage of even date herewith
Three years after date, we promise to pay to the order of
Thomas H. Gaither and George R. Gaither, Jr. Trustees,
Twenty six hundred dollars
Value received } Henrietta Franklin
Joseph Franklin

Five interest notes each for $78.00 filed.

Bond Filed & Approved 6 October 1903

Know all men by these presents, That we George R. Gaither, formerly known as George R. Gaither Jr. of Baltimore City, State of Maryland, and Thomas H. Gaither of Howard County Md. are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty two hundred 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 fifth day of October in the Year one thousand nine hundred three.
Whereas the above bounden George R. Gaither, the attorney named in the mortgage from Henrietta Franklin and Joseph Franklin, her husband, to Thomas H. Gaither and George R. Gaither Jr. Trustees, bearing date the seventh day of December 1899, and recorded among the Land Records of Anne Arundel County, State of Maryland, in Libr G. W. No. 16, fol. 150 &c. default having been made in the terms of said mortgage is about to make sale, of the property described in said mortgage under the power conferred on him as attorney under said mortgage.
Now The condition of the above obligation is such, That if the above bounden doth and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void: otherwise to be and remain in full force and virtue in law.
Signed sealed and delivered in the presence of
Hugh McElderry

George R. Gaither (Seal)
Thos. H. Gaither (Seal)

Thomas H. Gaither and
George R. Gaither, Trustees
vs.
Henrietta Franklin and Husband

In the
Circuit Court
for Anne Arundel County
In Equity

Report of Sale Filed 24th Nov. 1903.

To the Honorable Judges of said Court.
The report of George R. Gaither, Jr., attorney, named in the mortgage from Henrietta Franklin and Joseph Franklin her husband, to Thomas H. Gaither and George R. Gaither Jr., trustees, bearing date December 7th 1899, and recorded among the Land Records of Anne Arundel County, in Libr G. W. No. 16 folio 150 etc., and authorized by the terms of said mortgage to make sale of the real estate therein mentioned, respectfully shows.
That default having been made in payment of said mortgage and the same being due and in arrears, said attorney, after giving bond with security for the faithful performance of his trust, approved by the Clerk of this Court and after having complied with all the other pre-requisites as required by law, and the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement in the Annapolis Advertiser, a weekly newspaper published in Anne Arundel County, for more than twenty-one days before the day of sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis in Anne Arundel County, State of Maryland, on Tuesday the 30th day of September, 1903, at 11 O'clock, A. M. and then and there proceeded to sell said property in manner following, that is to say:
Said Attorney offered at public sale to the highest bidder the property

mentioned in said mortgage and situated in Anne Arundel County aforesaid, and described as follows, that is to say:
All those tracts lying and being in Anne Arundel County, State of Maryland and described in said mortgage as follows:
All that tract and parcel of land lying in "The Swamp" in the Eighth Election District of Anne Arundel County, in the State of Maryland, known as the "Home Place", on which the said Henrietta Franklin now resides; the same being part of a tract and parcel of land called "Carpenter's Yard", containing one hundred and twenty (120) acres more or less: Also all that tract and parcel of land adjoining the above mentioned tract of land, which was conveyed to Richard Crandall by deed from William D. Lewis and wife bearing date of September 25th, 1845 and recorded in Liber J. H. H. No. 4. folios 69 etc., of the Land Records of Anne Arundel, in the State of Maryland, containing eighty six and one quarter (86¼) acres more or less.
Being the same tracts or parcels of land which were conveyed to Henrietta Franklin from Eliza Crandall by deed bearing date of June 19th 1884, and recorded in Liber S. H. H. No. 24, folio 207, of the Land Records of Anne Arundel County, in the State of Maryland.
And said Attorney sold the above described property to Thomas H. Gaither and George R. Gaither Jr., trustees the said mortgagees at and for the sum of twenty-five hundred ($2500.00) dollars, they being at that sum the highest bidder therefor: the terms of said sale being one third cash and the balance in one and two years from day of sale. All payments to bear interest from day of sale and to be secured to the satisfaction of the said Attorney.

Respectfully submitted
George R. Gaither Jr.,
Attorney.

State of Maryland,
City of Baltimore, to wit:

I hereby certify that on this 24th day of November, in the year 1903, before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City, personally appeared George R. Gaither, Jr., the attorney 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 reported was made.

Notary Seal
Wm. D. Poultney
Notary Public.

George R. Gaither, Attorney
versus
Henrietta Franklin and
Joseph Franklin

In the
Circuit Court for
Anne Arundel County
No. 3574 Equity.

Order Nisi 24th Nov. 1903.

Ordered, this 24th day of November 1903, That the sale of the property mentioned in these proceedings made and reported by George R. Gaither, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24 day of December next: Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next.

The report states the amount of sales to be $2500.00

Geo. Wells, Clerk.

Certificate Pub. Order Nisi - Filed 26th May 1904.

Annapolis, Md. May 24, 1904

I certify that the annexed Order Nisi in the Matter of the mortgagor Real Estate of Henrietta Franklin & Joseph Franklin was published in "The Advertiser," a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 24th day of December, 1903. The first insertion being made the 26th day of November 1903

W. Meade Holladay
Publisher.

Order of Final Ratification of Sale - 1 June 1904.

Ordered by the Court this first day of June 1904, that the sale made and reported by the Attorney aforesaid as sold to George R. Gaither & Thomas H. Gaither Jr. stated be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney is allowed the usual commissions and Attorneys fee as provided in said Mortgage and such proper expenses as he shall produce vouchers for the Auditor to whom this case is referred, the said trustees are hereby required to file in this case forthwith the paper writing — showing the creation of their trust & its terms: or a duly certified copy thereof.

Jas. Revell.

In the case of
George R. Gaither atty.
vs.
Henrietta Franklem, et al

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account. Filed 1st June 1904.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within mortgage account which is self explanatory:

All of which is respectfully submitted.

James W. Owens,
Auditor.

Dr. The Mortgaged real real estate of Henrietta Franklem in ac with Cr.
George R. Gaither Attorney.

1903 Sept 30	To the Attorney for Commissions			$107	50	1903 Sept 30	By proceeds of sale of real estate as per report filed	$2500 00
"	" " " for his expenses, viz:							
"	Advertising Md Republican	$	20 00					
"	do G. A. Advertiser		24 00					
"	Auctioneer Schnabb Bros		15 00	59	00			
"	The Atty for Court Costs viz:							
"	Solicitor	$	10 00					
"	Clerk Circuit Court		10 20					
	Auditor		9 00	29	20			
"	The Atty for taxes paid by him viz:							
	State and County taxes for 1901		82 97					
"	do do do 1902		86 50					
"	" " " 1903		60 78	230	25			
"	Tho. H & Geo. R Gaither Trustees, mortgagees this balance in part payment of mortgage debt as per notes filed			2074	05			
				2500	00			$2500 00

Memorandum of mortgage claim of
Thos. H & Geo R Gaither, Trustees

Principal Note	$2600	00
Interest notes	390	00
Interest to day of sale not represented by notes	$ 140	00
	3130	00
By amt allowed supra	2074	05
Balance unpaid	$1055	95

In the matter of the Sale of the Mortgaged Real Estate of Clara V. Johnson } No. 2583 Equity In the Circuit Court for Anne Arundel County.

Original Mort & Ass. Filed 9th Nov. 1903.

This Mortgage made this thirteenth day of March in the year nineteen hundred and two by Clara V. Johnson and Charles A. Johnson, her husband, of Anne Arundel County, in the State of Maryland, of the first part and James M. Munroe, Trustee of Emily W. Chase, of the second part, Witnesseth:

Whereas the parties of the first part have this day received from the said James M. Munroe, Trustee of Emily W. Chase an advance in the sum of Three Hundred Dollars for the payment whereof two years after date said parties of the first part have passed to the party of the second part their joint promissory note of even date herewith: as also their four other promissory notes of even date each for the sum of nine dollars and payable at intervals of six months each, and whereas the execution of these presents was a condition precedent to said loan.

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto James M. Munroe, Trustee of Emily W. Chase, his successors and assigns, in fee simple, the following property,

All the undivided right, title, interest and estate of Clara V. Johnson of Anne Arundel County, as heir at law of Stephen Larke, her father late of Anne Arundel County deceased, in and to all those several tracts of land lying in Anne Arundel County whereof the said Stephen Larke died seized and possessed and intestate leaving surviving him as his only heirs at law his two children the said Clara V. Johnson and Mary L. Cooper and the child of his deceased daughter, Lottie Williams, namely Bernard C. Tracey, wife of Lewis L. Tracey to whom namely the said Clara, said Mary and said Bernard the property of the said Stephen Larke, descended in equal shares, subject to the life estate of James Williams surviving husband of the said Lottie Williams in the share of the said Bernard C. Tracey

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

To Have and To Hold the above described property unto and to the proper use and benefit of James M. Munroe, Trustee of Emily W. Chase his successors, heirs and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage.

(A). To pay all taxes, assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby
(B.) To pay the interest on the mortgage debt hereby secured promptly, according to the tenor of the aforesaid promissory notes, and the mortgage debt secured hereby when due.
(C.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee his successors heirs or assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed as in case of fire to inure to the benefit of the said mortgagee to the extent of the lien or claim hereunder.
(D) To Keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed
And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property.
Provided, that if the said parties of the first part, their heirs, executors, administrators & assigns shall well and truly pay the aforesaid sum of Three Hundred Dollars together with the semi annual interest thereon reserved, according to the tenor of the aforesaid promissory notes and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.
But if default be made in the payment of said money or the interest thereon to accrue or any part of either due 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 James M. Munroe, Trustee of Emily W. Chase, their heirs and assigns, or James M. Munroe 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 and published in Anne Arundel County, and such other notice as may be deemed expedient by the mortgagee or his attorney 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 an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor: the premium on any bond that may be given for the faithful execution of his trust by the party making the sale to be allowed as a part of the expenses of the sale, second to the payment of a commission to the party making the sale of said property at the rate of seven per cent on the gross proceeds of the sale of the

property. I bind, to the payment of all claims of the said mortgagee his personal representatives or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors their personal representatives or assigns, or to whomever may be entitled to the same. And in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before sale the mortgagors shall pay all costs and expenses and one half commissions and appearance fee.

Witness, the hands, and seals of the said mortgagors.

Test
Wm. D. Poultney

Clara V. Johnson (Seal)
Charles A. Johnson (Seal)

State of Maryland,

Anne Arundel County, to wit:

I hereby certify that on this thirteenth day of March in the year nineteen hundred and two, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Clara V. Johnson and Charles A. Johnson her husband and each acknowledged the aforegoing mortgage to be their act, and now at the same time, before me personally appeared also, James M. Munnor, the trustee, the within named mortgagee and made oath, in due form of law, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth; And also made oath, in due form of law-that he has not required the mortgagors, their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require the same to be paid by the mortgagors or any person for them during the existence of this mortgage. Witness my hand and notarial seal.

Notary seal

Wm. D. Poultney
Notary Public

Assignment.

For value received, I hereby assign this mortgage and the debt thereby secured to James M. Munnor, Trustee of Arthur W. Appel.

Witness my hand and seal this 24th day of February, 1903.

Test:
Juliet Deyter

James M. Munnor (Seal)
Trustee of Emily W. Chase.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 3rd day of March in the year nineteen hundred and three before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared James M. Munnor, Trustee, of Arthur W. Appel, the within named assignee, and made oath in due form of law, that he has not required the mortgagors, their agent or attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require any tax levied thereon

to be paid by the mortgagors or any person for them during the existance of this mortgage.
Witness my hand and notarial Seal.

Notary's seal

Hannie S Stockett
Notary Public.

Deed. Filed 9th Nov. 1903

This Deed, made this 5th. day of February, in the year one thousand nine hundred and three, by Louisa Cooper and Alex Cooper, her husband, of Talbot County and Bernadine Tracey and Sewell S. Tracey, Jr. her husband, of Anne Arundel County, as parties of the first part and Clara V. Johnson wife of Charles A. Johnson, of Anne Arundel County, as party of the second part.
Whereas Stephen Lake deceased late of Anne Arundel County, departed this life in August, 1901, intestate a widower seized and possessed of certain real estate, and leaving surviving him as his heirs-at-law, Louisa Cooper, wife of Alex Cooper, Clara V. Johnson wife of Charles Johnson his two daughters and a grand-daughter Bernadine Tracey wife of Sewell S. Tracey, Jr. the only surviving child of a deceased daughter Lottie Williams wife of James E. Williams Jr., all adults.
And Whereas the said Clara V. Johnson has agreed and is about to convey all the interest which she may have in a certain tract of land containing about two hundred and forty acres of land in Anne Arundel County to the parties of the first part, in consideration of the execution and delivery of these presents to her conveying the interest of the parties of the first part herein and to the hereinafter mentioned premises.
Now This Deed Witnesseth, that in consideration of the premises and the sum of five dollars and other good and sufficient causes, the said Louisa Cooper and Alex Cooper, her husband, and Bernadine Tracey and Sewell S. Tracey Jr., her husband, do grant, assign and convey unto the said Clara V. Johnson, her heirs and assigns in fee simple, all that tract of land situate, lying and being in the Third Election District of Anne Arundel County, known and called "Barrow Hills" a part of "Gray's Range" a part of "Eagle Hills" and a part of "The Marsh" and all other tracts or parts of tracts of whatsoever name or names the same may be called and described as follows:
Beginning for the same at a stone standing near the west side of a branch called "Slash Branch," heretofore planted as a boundary of William Tubbs land, and running thence north twenty-three degrees thirty minutes west one hundred and eight perches, to the Mountain Road, thence running with and bounding on said road north seventy-nine degrees thirty minutes west thirty-five perches, north fifty-three degrees west fourteen perches, north twenty-six degrees west thirty-six perches, north sixty-one degrees thirty minutes west ten perches, north sixty-nine degrees west twenty-six perches, north sixty-five degrees thirty min-

utes west six perches, north sixty-nine degrees west thirty-eight perches, north seventy-one degrees west fourteen perches, north eighty-seven degrees west forty-three perches; thence south two degrees east sixty-nine perches to the end of the second line of the land call "Hall's Parcel": thence running with & bounding on the outline of a survey made under the authority of a commission of division the six following courses and distances: south seventeen degrees east five perches south thirty-nine degrees thirty minutes east seven perches, south seven degrees east forty-five perches, south twenty-one degrees thirty minutes east one hundred and twenty-two perches, south forty-eight degrees west fifty-perches, south forty-seven degrees east one hundred and thirty perches, to the northwest head of a creek called "Gray's Creek", thence running down and bounding on the said creek the twelve following courses and distances: south eighty-six degrees east thirteen perches north eighty-two degrees east thirteen perches, south seventy-five degrees east twelve perches, north sixty-eight degrees east fourteen perches, south sixty degrees east twenty one perches, south twenty-nine degrees east eight perches, south eighty-nine degrees east ten perches, north eighty-four degrees east seven perches, south sixty four degrees east twenty-perches, south thirty four degrees east eight perches, south sixty-two degrees east sixteen perches, south thirty-seven degrees east twelve perches to the end of Belcher's Point: thence running up bounding on the northeast prong of said creek the ten following courses and distances: north seventeen degrees east six perches, north thirty degrees west eight perches: north fourteen degrees east eighteen perches: north seventeen degrees west eight perches; north four degrees east eight perches; north twenty-one degrees west twelve perches; north twenty-seven degrees west twenty-perches; north twenty eight degrees, thirty minutes west thirty-six perches; north one degree east twelve perches; north thirty seven degrees, thirty minutes west thirty-four perches to intersect at the head of said prong, the outline of the aforementioned Gibb's land, thence running with and bounding on said land to the first beginning. Containing and now laid out for three hundred acres of land, more or less.

Being the same land conveyed by Delaney Williams to Stephen Lark by Deed dated the third day of October, 1803, and recorded among the Land Records of Anne Arundel County in Liber W. H. G. No-11- folio 489 &c.

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 above described 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 Eleard V. Johnson, her heirs and assigns, in fee-

simple.
And the said Louisa Cooper and Alex. Cooper, her husband, and Bernadine Tracey and Sewell S. Tracey, Jr. 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 the said Grantors:

Test: as to signatures
of Bernadine Tracey and
Sewell S. Tracey:
Melville S. Dunlap
Test: as to signatures of
Louisa Cooper and
Alexander Cooper
William J. Jackson
State of Maryland

Louisa Cooper (Seal)
Alexander Cooper (Seal)
Bernadine Tracey (Seal)
Sewell S. Tracey Jr. (Seal)

Anne Arundel County, to wit:
I hereby certify, that on this 5 day of February A.D. 1903, before me, the subscriber, a Justice of the Peace, of said State, in and for said County, personally appeared Bernadine Tracey and Sewell S. Tracey, her husband, and each acknowledged the aforegoing deed to be their respective act.
As Witness my name

Melville S. Dunlap,
Justice of the Peace
P. O. Arlington, A. A. Co. Md. J.P.

State of Maryland,
Talbot County, to wit:
I hereby certify, that on this 5th day of February A.D. 1903, before me the subscriber, a Justice of the Peace, of said State, in and for said County, personally appeared Louisa Cooper and Alexander Cooper her husband, and each acknowledged the aforegoing deed to be their respective act.

William J. Jackson, J.P.

State of Maryland,
Talbot County, to wit:
I, J. F. G. Wrightson Clerk of the Circuit Court for Talbot County (the same being a Court of Record) do Hereby Certify, That William J. Jackson, 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 said County, and residing therein, duly commissioned, and sworn, and authorized by law to administer oaths and take acknowledgments of Deeds &c. for Record, and that his signature thereto subscribed is genuine

In Testimony where of, I hereunto subscribe my name and affix the seal and affix the seal of the Circuit Court for Talbot County, at Easton on this Sixth day of Feby A.D. 1903.

Seal of Cir. Ct. Talbot Co.

J. G. Wrightson, Clerk of the Circuit Court for Talbot County.

Bond Filed & Approved Nov. 12. 1903.

Know All men by these presents, That we, James M. Munroe and The Fidelity and Deposit Co. of Maryland, are held and firmly bound unto 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 ninth day of November in the year one thousand nine hundred and three

Whereas the above bounden James M. Munroe under and by virtue of a power of sale contained in a mortgage from Clara V. Johnson and husband dated the 13th day of March in the year 1902 and recorded among the Land Records of Anne Arundel County in Libr G. W. No. 24, folio 424, is about to sell the property in the said mortgage mentioned and described and thereby conveyed; the said mortgage being in default.

Now The Condition of the above Obligation is such, that if the above bounden James M. Munroe does and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the Proceeds thereof, then the above obligation to be void: otherwise to be and remain in full force and virtue in Law.

Signed, sealed and delivered in the presence of Mary Riordan

James M. Munroe Seal
Fidelity & Deposit Company of Maryland
Seal of Corporation
By Chas. R. Miller Vice Pres.
Attest: Thos. J. Perry Asst. Secty.

In the matter of the Sale of the Mortgaged Real Estate of Clara V. Johnson

No. 2583 Equity
In the Circuit Court
For
Anne Arundel County.

Report of Sale, Filed 23 Nov. 1903.

To The Honorable, The Judges of said Court:

The report of James M. Munroe, the Attorney named in the mortgage filed in this case to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage was in default and that he gave bond with

approved security as required by law, and that he gave more than three weeks notice of the time, place, manner, and terms of sale of the said property by advertisement in the Maryland Republican a newspaper published weekly in said Anne Arundel County at Annapolis, Maryland, and also sent hand Bills of the said sale, to be posted in the neighborhood of the property, to be sold, and pursuant to the said notices of sale, attended in person at the Court House door in the City of Annapolis on Tuesday the 17th. day of November in the year 1903, and then and there shortly after the hour of 10 o'clock A. M., the advertised time of the said sale, in the presence of a large concourse of people offered the said property at public sale, and sold the same after considerable and spirited bidding to John A. Janetzke and Caroline Janetzke, his wife, of 1739 Bank Street, Baltimore, Maryland, at and for the sum of $2000, he being then and there the highest bidder therefor, to be paid in Cash on the Ratification of the sale, the said purchasers having paid $100 as a deposit on account of the purchase money and further reports that the auctioneer announced at the sale that the taxes on said property would be adjusted to the day of sale, as will appear by his certificate of sale herewith filed, and filed herewith is also a memorandum in writing of the said purchaser as to said sale, all of which is respectfully submitted.
And as in duty, etc.

James M. Munnor
Attorney.

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this 23rd. day of November in the year 1903, before me, the subscriber, a deputy clerk of the Circuit Court for Anne Arundel County personally appeared the above named James M. Munnor, attorney as aforesaid, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated and that the sale was fairly made.

Wm. M. Woodward,
Deputy Clerk, Circuit Court for Anne Arundel County.

In the matter of the sale of the mortgaged Real Estate of Clara V. Johnston

In the Circuit Court for Anne Arundel County No. 2583 Equity.

Order Nisi Filed 23 Nov. 1903.

Ordered this 23rd day of November 1903, That the sale of the property mentioned in these proceedings made and reported by James M. Munnor, the Atty named in the mortgage filed in this cause, be Ratified and Confirmed, unless, cause to the contrary thereof be shown on or before the 28th day of December next: Provided, a copy of

this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of December next. The report states the amount of sale to be $2000 00/100.

Geo. Wells, Clerk.

Certificate Pub. Order Nisi Filed 18th Feby. 1904.

Annapolis, Md. Dec. 19- 1903.

I hereby certify that the annexed Order Nisi in the matter of the sale of the mortgaged real estate of Clara V. Johnson No. 2583 was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 23rd day of Dec. 1903, the first insertion being made the 28th day of November, 1903.

J. Oliver Martin
One of the Publishers

In the matter of the sale of the mortgaged Real Estate of Clara V. Johnson } In the Circuit Court for Anne Arundel County No. 2583 Equity

see order of Court

For Final Order of Ratification Sale, 18 Febry. 1904.
on Separate paper duly filed.

Hand Bill Auctioneer certificate and agreement of of purchaser Filed 23 Nov. 1903.

Mortgagee's sale of a Valuable Farm, in the Third Election District of Anne Arundel County. B

By Virtue of a power of sale contained in a mortgage from Clara V. Johnson and Charles A. Johnson, her husband, dated the 13th day of October, in the year 1902, and recorded among the Land Records of Anne Arundel County, in Libro S. H. No. 24 folio 414, I will offer to public sale at the Court House door in the City of Annapolis Maryland on Tuesday, November 17th, '03, at 11 o'clock A. M., the following property, the same being the interest of the said Clara V. Johnson in the property of her father, Stephen Lake, late of Anne Arundel County, deceased, and which said property was conveyed to her by Louisa Cooper and husband and Bernadine Tracy and husband, by deed dated the 5th day of February, in the year 1903, and recorded in Land Records in Libro S. H. No. 24, folio 216 &c. which said deed was executed in pursuance of an agreement for the partition of the estate of the said Stephen Lake, the property thereby conveyed to the said Clara V. Johnson to be held by her in lieu of her undivided interest in the estate of her said father, Stephen Lake, namely:

All that tract of land lying in the Third Election District of Anne Arundel County called "Barron Hills," part of "Grays Range," part of "Eagle Hill," and part of "The Marsh," containing 300 acres of land in the afore-

said deed dated February 5th, 1903, described by metes and bounds, courses and distances being the same land which was conveyed by Delaney Williams to Stephen Lake, by deed dated the 3rd day of October 1863, and recorded in the Land Records of Anne Arundel County in Liber G. H. G. No. 11, folio 49.

The property adjoins the lands of Wm. George Jubb, Jeremiah Keedy and Lloyd Hanshaw; part of it lies on Grays Creek, a tributary of Magothy River, and is about four miles from steamboat landing on Rock Creek. It is about one mile from Lake Shore Postoffice, and is improved by a frame dwelling House of six rooms, a store, stable and Pickeis House. There is a pump on the premises, and abundance of good wood: Pine, Oak, and Chestnut. The farm is adapted to trucking.

Terms of Sale: One half cash on ratification of sale: the balance in one year: deferred payment to bear interest from day of sale and to be secured by note of purchaser with satisfactory securities: or the purchaser at his option may pay all cash on ratification of sale. A deposit of $100 will be required on the day of sale.

Wm. S. Dunlap
Auctioneer, Annapolis, Md.

James M. Munroe
Attorney named in the Mortgage,
Annapolis, Md.

Annapolis, Md. Nov. 17th 1902.

I have this day purchased of James M. Munroe, Atty, the within described property at and for the sum of Two Thousand Dollars ($2,000) to be paid in cash on the ratification of the sale, purchase being made for John A. Janetzke and Caroline Janetzke his wife

John A. Janetzke,
1739 Bank St.
Baltimore, Md.,

I hereby certify that I have this 17th day of November 1903 sold the within described property to John A. Janetzke and Caroline Janetzke for the sum of Two Thousand dollars, to be paid in cash on ratification of sale, and announced at the sale that taxes would be adjusted to the day of sale

Wm. S. Dunlap
Auctioneer

In the matter of the sale of
The mortgaged Real Estate
of
Clara V. Johnson

No. 2583 Equity
In the Circuit Court
for
Anne Arundel County.

Petition of John A. Janetzke, for abatement of purchase money, Filed 15 Jany, 1904.

To the Honorable, the Judges of said Court:

The petition of John A. Janetzke respectfully shows:

1. That on the 17th day of November, 1903, he purchased the property mentioned in these proceedings for the sum of two thousand dollars, as more appear by the report of sale filed in this cause which said sale has not yet been ratified, and that subsequently to the said 17th day of November 1903, the dwelling house on the said property was entirely destroyed by fire: That there was no insurance upon the said dwelling house and that as your petitioner will not receive what he purchased he ought not to be obliged to pay the full sum of two thousand dollars for the property which he will receive, but that he should be allowed a fair and reasonable abatement of said purchase money.

2. That the land is assessed at ten dollars per acre and the total assessment of said land amounts to about the sum of three thousand dollars. And that the buildings on the said property are assessed at three hundred dollars which your petitioner is informed and believes and so charges, that there were no other buildings on the said property, except the said dwelling house which was destroyed by fire.

3. Your petitioner therefore prays the Court to allow him a fair and reasonable abatement of the purchase money for the said building destroyed by fire, whereupon your petitioner tenders himself ready upon the ratification of the sale to pay in cash the purchase money due as fixed by the Court after the allowance of said abatement.

And as in duty etc.

Test: John Randolph Smith
Notary Public

John A. Jantzlke.
Wm. F. Munder.
Solrs for Petitioner.

State of Maryland
Baltimore City, to wit

I hereby certify that on this 9th day of January in the year nineteen hundred and four, before me the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared the within named John A. Jantzlke and made the aforegoing petition are true as therein stated to the best of his knowledge and belief

Witness my hand and Notarial Seal.

John Randolph Smith
Notary Public

Order of Court: 18 Jany. 1904.

Ordered by the Circuit Court for Anne Arundel County in Equity this eighteenth day of January in the year nineteen hundred and four, that James H. Hudson, the attorney named in the mortgage filed in this cause, by whom the report of the sale of the property in this cause is made to this court, and Melville S. Ameen, administrator of Clara V. Johnson, deceased, show cause on or before the twenty-eighth day of January nineteen hundred and four, why the purchase money for the property mentioned in these proceedings as set forth in the

said report of sale, should not be abated as in the above petition is prayed provided a copy of this petition and order be served on said Munnor and Dunlap, or service thereof be admitted, on or before the 25th day of January 1904.

Jas. Revell

Service admitted this 18th Jany 1904,

James M. Munnor atty,
Theodore H. Storkett
Sol for M. S. Dunlap

In the matter of the Mortgaged Real Estate of Clara V. Johnson

No. 2383 Equity
In the Circuit Court
for
Anne Arundel County.

Answer of James M. Munnor & Melville S. Dunlap.

Filed 26 Jany, 1904.

To the Honorable, the Judges of said Court.

The Answer of James M. Munnor, the attorney making the sale in this case, and of Melville S. Dunlap, administrator of Clara V. Johnson, deceased, respectfully shows:

1. That they admit the fact of the destruction by fire of the dwelling house on the farm of the said Clara V. Johnson mentioned in these proceedings and sold by the said Munnor as attorney under the mortgage of the said Clara V. Johnson, to John A. Jaehtzke, and that there was no insurance upon the said dwelling house but they show that the said dwelling house was of small value as is shown by the assessment thereof, a copy of which is herewith filed.

2. That they are advised that under the law of Maryland the said purchaser under the circumstances set forth in his petition is entitled to some abatement of the purchase money, and they believe that an abatement in the same proportion that the assessed value of the dwelling house bears to the assessed value of the land would be fair and equitable, and subject to the approval of this Honorable Court these respondents agree to such an abatement, believing that the same is as nearly just and fair as any arrangement that would likely be made in reference to the subject, and having fully answered the petition of the purchaser so far as advised is material to them to answer, they respectfully submit the matter for the passage of such order as the Court may pass in the premises.

And as in duty &c.

James M. Munnor,
Atty making sale
Judah H. Storkett
Sols. for M. S. Dunlap.

Affice of The County Commissioners for Anne Arundel County.
Annapolis, Md. Jany. 28-/04.
Third District

Clara V. Johnson

1903.

To 294 Acres of Land @	$10,	$2940.00
Dwelling, Stable &c.		300.00
		$3240.00

Two copy of Assessment of Clara V. Johnson,

Chas. Himelhabr
Clerk.

(seal)

In the matter of the sale of the Mortgaged Real Estate of Clara V. Johnson, } No. 2583. Equity. In the Circuit Court for Anne Arundel County.

Petition & Order of Court Ratifying sale - 18th Feby. 1904.

The petition of John A. Janetzke praying for an abatement of the purchase money in this case on account of the destruction by fire of the dwelling house on the farm purchased by him for the sum of two thousand dollars and the answer to the said petition of James H. Himmes, the attorney making the sale, and W. C. Dunlap, the administrator of Clara V. Johnson, having been read and considered by the Court, it is thereupon ordered by the Circuit Court for Anne Arundel County in Equity this eighteenth day of February, 1904, that an abatement, or account of the purchase money be allowed in the same proportion that the assessed valuation of the dwelling house bears to the valuation for purpose of assessment of the whole of the property mentioned in these proceedings, and sold to the said Janetzke namely as $300 is to $3240, as appears by the copy of the assessment of said property filed in these proceedings, so is the abatement allowed the sum of $2000, the purchase money bid for the property by the said Janetzke, which said abatement amounts to the sum of $185.19, and which amount the Auditor in stating the account in this case is authorized to allow as an abatement of the said purchase money

And it is further ordered that the sale of the said property mentioned in these proceedings, be and the same is hereby finally ratified and confirmed, no cause thereof to the contrary thereof having been shown, although due notice thereof appears to have been given as required by the preceding order nisi in this case, and all parties in interest having assented thereto in writing as appears by their assent below.

The Attorney making the sale is allowed the commissions provided for in the mortgage and such other expenses as he may produce proper vouchers for to the Auditor, to whom this case is now referred to state an account.

Jas. Revell

Feby 18, 1904.
We hereby consent to the immediate passage of the foregoing order.

James M. Munroe
Attorney making sale.
Wm. F. Fitzpatrick, Attorney for the purchaser
Frank H. Stockett, Sol. for Mr. S. Dunlap
administrator Clara V. Johnson.

In the matter of the mortgaged Real Estate of Clara V. Johnson

No. 2583 Equity
In the Circuit Court
for Anne Arundel County.

Petition of Melville S. Dunlap & Exhibit attached
Filed 5th March 1904.

To the Honorable, the Judges of said Court:

The petition of Melville S. Dunlap of Anne Arundel County, respectfully shows:

1. That Clara V. Johnson the mortgagor in this case, departed this life in the month of October, 1903 intestate, leaving surviving her a husband and two children and one grandchild the said grandchild being the only heir-at-law of a deceased child of the said Clara V. Johnson.

2. That letters of administration upon the personal estate of the said Clara V. Johnson were duly issued out of the Orphans Court of Anne Arundel County to your petitioner, as by a certified copy thereof herewith filed, marked "Exhibit M.S.D." will duly appear.

3. That after the death of the said Clara V. Johnson the real estate of the said Clara V. Johnson mentioned in these proceedings was sold and that there will be a considerable sum of money left over in the hands of the attorney who made the sale, as will appear by the auditor's account when the same shall have been stated and filed in this case.

4. That under the provisions of the mortgage in this case any surplus proceeds of sale over and above the payment of the mortgage debt, interest and costs therein provided for, is expressly provided to be paid to the personal representative of the said Clara V. Johnson and that your petitioner is the personal representative of the said Clara V. Johnson and is entitled as such under the provisions of the said mortgage to receive the surplus proceeds of sale.

5. That he has entered upon his duties as administrator, filed his bond and has published notice to creditors to file their claims; that of the claims so far filed and known to him, the assets which have come into his hands are not sufficient to pay the same, but that in a due course of administration the assets now in his hands together with the surplus proceeds of the sale of the mortgaged real estate of the said Clara V. Johnson, will be more than sufficient to pay the

debts due by the said Clara V. Johnson and will leave in his hands a small surplus for distribution to her surviving husband and the aforesaid children and grandchild mentioned in this petition.
5. Your petitioner therefore prays this Honorable Court to pass an order authorizing and directing the attorney making the sale in this case to pay over to Your petitioner as administrator of the said Clara V. Johnson any surplus proceeds of sale remaining in his hands as may be shown by the auditors account to be stated in this case.
And as in duty etc.

Frank H. Stoltzett
Sol. for petitioner

Melville S. Dunlap

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this twenty-ninth day of December in the year nineteen hundred and three, before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared the within named Melville S. Dunlap and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated.
Witness my hand and notarial seal

Notary Seal

Frank S. Stoltzett
Notary Public

Exhibit No. 8. - Filed 5th March 1904.

The State of Maryland,
Anne Arundel County, Sc.

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify, that it appears by the Records in his office, that Letters of Administration of all the goods, chattels, credits and personal Estate of Clara V. Johnson, deceased, was on the 27th. day of October in the year of our Lord, one thousand nine hundred and three granted and committed unto Melville S. Dunlap who was then and there appointed Administrator of the said deceased.
In Testimony whereof I hereunto subscribe my name and affix the Seal of my office, this 29th day of December in the year of our Lord nineteen hundred and three.

Seal

Test:

Luther A. Palmer
Register of Wills for
Anne Arundel County.

In the matter of the sale of the Mortgaged Real Estate of Clara V. Johnson } No. 2583 Equity In the Circuit Court for Anne Arundel County.

Petition of Melville S. Dunlap Administrator
Filed 13 Sept 1904.

To the Honorable The Judges of said Court:

The petition of Melville S. Dunlap respectfully shows:

1. That by the auditor's account filed in the above entitled cause and duly ratified, there is audited to him as administrator of Clara V. Johnson, deceased, the sum of five hundred and seventy-three dollars and fifty-one cents.

2. Your petitioner further shows that he has been duly appointed by the Orphans' Court of Anne Arundel County administrator of the said Clara V. Johnson, and letters of administration have been by said Court granted to him and that he has filed in said Court his bond in the penalty of twenty six hundred dollars, more than double the amount of the assets of the estate of the said Clara V. Johnson, as will appear by reference to the Certificate of the Register of Wills of Anne Arundel County herewith filed.

He therefore prays, the Court to pass an order authorizing James M. Munroe, attorney making the sale under the mortgage filed in the above entitled cause, to pay over to Your petitioner, the said sum of five hundred and seventy-three dollars and fifty-one cents remaining in his hands.

And as in duty etc.

Melville S. Dunlap
Administrator of Clara V. Johnson

State of Maryland
Anne Arundel County to wit:

I hereby certify that on this 13th day of September in the year nineteen hundred and four, before me the Subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named Melville S. Dunlap, administrator of Clara V. Johnson and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated.

Wm. M. Woodward
Deputy Clerk, Circuit Court
for Anne Arundel County.

Order Sept 14th 1904.

Ordered by the Circuit Court for Anne Arundel County in Equity this fourteenth day of September in the year nineteen hundred and four upon the aforegoing petition that James M. Munroe, attorney in the above entitled cause, be and he is here-

by authorized and directed to pay over to Melville S. Dunlap, the petitioner, the sum of five hundred and seventy-three dollars and fifty-one cents audited to him as administrator of Clara V. Johnson in the Auditor's Account duly filed and ratified in this cause.

J. Thomas Jones.

Exhibit, Filed with petition of M. S. Dunlap.

The State of Maryland
Anne Arundel County, Sc.,

The Subscriber Register of Wills for Anne Arundel County doth hereby certify, that it appears by the Records in his office, that Letters of administration of all the goods, chattels, credits and personal Estate of Clara V. Johnson, deceased, was on the 27th. day of October in the year of our Lord one thousand nine hundred and four granted and committed unto Melville S. Dunlap, who was duly and there appointed Administrator of the said deceased, in the penalty of $600 and that on the 5th. day of July, 1904 he filed an additional Bond of $2000, which amount of $3,000 Bond is now in full face in the Orphans Court

In Testimony Whereof I hereunto subscribe my name and affix the seal of my office, this 30th. day of August in the year of our Lord nineteen hundred and four.

Test

(seal)

Luther A. Palmer,
Register of Wills for
Anne Arundel County.

In the case of the sale of the mortgaged real estate of Clara V. Johnson

No. 2583 Equity
In the Circuit Court
for Anne Arundel County.

Auditor's Report & Account - Filed 7th March 1904.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within mortgage account wherein taxes costs expenses and commissions (as provided in the mortgage are first allowed. Then the mortgage debt and also sundry judgment claims duly proved with the costs of the judgments. The mortgagor having died this life the balance is awarded to her administration. It may be that the administrator in filing his bond as such did not provide sufficient security to cover the balance, hence the Courts attention is called to this fact for its order. The taxes for 1903 were adjusted to day of sale as announced at the sale.

All of which is respectfully submitted.

James W. Owens,
Auditor.

128

Dr.

The mortgaged real estate of Clara V. Johnson in ac. with

Cr.

1903.	James M. Munroe Attorney				1903				
Nov. 17.	To the Trustee for commissions as				Nov. 17.	By proceeds of sale			
	provided in the mortgage @ 7%			$ 127 04		of real estate as per			
" "	To the attorney for his expenses, viz:					report filed		$2000 00	
" "	" Advertising Md. Republican	$ 20 50				Less allowance for			
" "	" " Balto Sun	5 25				house burned		185 12	1814 88
" "	" Auctioneer M. S. Dunlap	10 00							
" "	" Fidelity Bond provided in mortgage	10 00		$ 45 75					
" "	" To the Atty for Court Costs viz:								
" "	" Solicitor	$ 10 00							
" "	" Clerk Circuit Court	13 80							
" "	" Auditor	9 00		$ 32 80					
" "	" Taxes payable from fund viz:								
" "	" State & County taxes for 1901	$ 62 93							
" "	" " " " " " 1902	60 71							
" "	" " " adjusted to day of sale 1903	48 18		$ 171 84					
" "	" Arthur W. Appell, assignee in full of mortgage claim			$ 312 20					
" "	" Daniel R. Randall in full of judgment			$ 117 58					
" "	" F. D. Pullen & Co. " " " "			148 86					
" "	" Stephen H. Quigley Judg. Int & Costs			106 00					
" "	" Maryland Mfg. Candy Co. " "			147 50					
" "	" George Wells Clk Costs as follows								
" "	" on D. R. Randall Judgment supra	$ 13 00							
" "	" F. D. Allen & Co's " "	9 15							
" "	" Maryland Mfg Candy Co. " "	8 65		$ 31 80					
" "	" Melville S. Dunlap administrator of Clara V. Johnson deceased			$ 573 51					
				$ 1814 88				1814 88	$ 1814 88

We hereby agree to the final ratification of the within account without further delay

James M. Munroe
Atty for Mortgagee
Frank H. Stockett
Solicitor for M. S. Dunlap Adm.
And for F. D. Pullen & Co.
A. J. Brady, Solr for
Maryland Mfg. Co.
Daniel R. Randall
Solicitor for self & S. H. Quigley

Final Order March 8th 1904.
In the Circuit Court for Anne Arundel County.

Ordered by the Court this day 8th of March 1904, that the aforgoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

J. Thomas Jones

Kate Griffiss Butler
and James H. Butler her husband
Hannie Griffiss Potts and
Robert Potts her husband
Ida Griffiss, Plaintiffs
vs
Margaret Elay Griffiss, an infant
Margaret Abel Griffiss, Guardian
of said Margaret Griffiss,
Margaret Abel Griffiss,
Defendants

In the
Circuit Court
for
Anne Arundel
County
In Equity.

Bill of Complaint - Filed 19th day May 1904.

To the Honorable
The Judges of said Court

The Plaintiffs complaining say:

First: That by deed bearing date the 29th day of November, 1864, and recorded among the Land Records of Anne Arundel County, in Liber J. H. G. No. 12, folio 611 &c. Otho W. Eichelberger conveyed in fee simple to Louisa J. Butler, since deceased, a certain tract of land called "Hammond's Piney Plains" situated in Anne Arundel County, and in said deed particularly described: said tract containing seven hundred and seventy-three acres, And that afterwards, by deed dated October 10, 1868, and recorded among the Land Records of said County in Liber J. H. No. 2, folio 588 &c. the said Louisa J. Butler and Thomas C. Butler, her husband, conveyed a part of said Land, estimated to contain one hundred acres, to one John R. Pumphrey.

All of which will more fully appear from duly certified copies of the two aforesaid deeds, which marked respectively "Plaintiffs Exhibit A" "Plaintiffs' Exhibit B" are herewith filed and prayed to be taken as part hereof, and from which the location, metes and bounds of said land will particularly appear. And that said tract of land is the same, which by another deed, dated September 19, 1882, and recorded among said Land Records in Liber J. H. No. 20, folio 270, was conveyed by Emily A. Bowdin and her husband, to said Louisa J. Butler, the original of which last mentioned deed marked Plaintiffs' Exhibit B." is herewith filed and prayed to be taken as part hereof.

Second: That said Louisa J. Butler departed this life, intestate, on the ninth day of August, 1889, leaving surviving her, her husband, the said Thomas C. Butler and the following named children, her only heirs-at-law namely:

(a) Kate Butler, wife of Dr. James H. Butler, both of whom are plaintiffs in this suit,

(b) Hannie Griffiss Potts, wife of Robert Potts, both of whom are plaintiffs in this suit:

(c) Ida Griffiss (unmarried) who is a plaintiff in this suit.

(d) John I. Griffiss, who died intestate on or about February, 1894, leaving a widow Margaret Abbell Griffiss, and also a daughter and only heir-at-law Margaret Mary Griffiss, who was at the time of her said father's death, and still is, an infant under the age of twenty-one years, said Margaret Abell Griffiss and Margaret Mary Griffiss are both parties defendant in this suit. That said Margaret Abell Griffiss has been duly appointed by the Orphans' Court of Baltimore City, Guardian of said infant defendant, as will appear from a certificate hereby filed as part hereof and marked "Plaintiffs Exhibit D."

(e) Edward Griffiss.

(f) Louise Burgess, wife of Edwin Burgess,

(g) A. Foley Butler.

That by deed, dated February 11, 1892, and recorded among the Land Records of Anne Arundel County, in Liber S. H. No. 40 folio 517 &c. Said Edward Griffiss for valuable consideration conveyed all his right title and interest in said tract of land to said John I. Griffiss Ida Griffiss, Kate Butler and Hannie Griffiss Potts, as tenants in common, and that by a certain other deed, likewise dated, Feb 11. 1892, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 40 folio 514 &c. the said A. Foley Butler Louise Burgess and Edwin Burgess, her husband, for valuable consideration, conveyed all their respective right, title and interest in said land to the said John I. Griffiss, Ida Griffiss, Kate Butler and Hannie Griffiss Potts as tenants in common. All of which will fully appear from duly certified copies of said two last mentioned deeds which, marked respectively, "Plaintiffs Exhibit E." "Plaintiffs Exhibit F." are herewith filed and prayed to be taken as parts hereof.

That Thomas C. Butler, the surviving husband of said Louisa J. Butler died on the seventh day of July, 1897.

That by reason of the premises, the plaintiffs, Kate Butler, Hannie Griffiss Potts and Ida Griffiss are each entitled to an undivided one-fourth fee simple interest in the said tract of land and that the infant defendant, Margaret Mary Griffiss is entitled to the remaining one-fourth fee simple interest therein, subject, however, to the dower estate of her mother and co-defendant, Margaret Abell Griffiss, therein of said John I. Griffiss, deceased.

Third. The Plaintiffs, however show that none of the parties interested as aforesaid, reside in Anne Arundel County, and that, to derive any revenue from said land it is necessary to lease the same to tenants. That because of the location and character of said property, the non-residence of the owners and the divided ownership in the land has proved an unprofitable investment.

That a partition of the same would be disadvantageous to the parties interested, as apart from other objections, it would be necessary after such partition in order to make the separate portions

available for income to make considerable outlays of money, for the erection of residences for tenants and other farm buildings, and that such increased investments could not reasonably be expected to be followed by a commensurate increase income. That it would, therefore, be for the benefit and advantage of all persons interested in said estate that said property be sold, if a reasonable and fair price could be obtained for the same, and that the proceeds of such sale should be distributed among them, according to their respective interests in said land.

Fourth: That all the adult parties interested in said estate, have on their own behalf and also on behalf of said Margaret Mary Griffiss the infant defendant, made a contract in writing for a sale of the said land as aforesaid, to Jacob F. Albrecht for the price or consideration of six thousand dollars, to be paid in cash on the ratification of said contract by some Court of Competent jurisdiction. That said agreement or contract has been duly executed in duplicate by said adult vendors and the purchaser, one of the duplicates marked "Plaintiffs Exhibit J" being herewith filed and prayed to be taken as part hereof. And the Plaintiffs allege that said price of six thousand dollars is a fair and full consideration for said property, and that it would be for the interest and advantage both of said infant defendant and of the other persons interested therein, that said contract should be confirmed by Your Honorable Court.

Wherefore, the plaintiffs pray.

First: That Your Honor will pass a decree ratifying and confirming said contract and order a deed to be executed according to the same; and

Secondly: That Your Honor will appoint some person or persons to receive the purchase money and to execute and acknowledge such deed or deeds as may be requisite, to consummate the said contract; and.

Thirdly: To grant all such other and further relief as may be requisite in the premises.

And the plaintiffs, therefore, pray that Your Honor will grant them the State of Maryland's writ of subpoena, directed to said defendants, namely:

Margaret Abell Griffiss, who resides at No. 702 Cathedral Street in Baltimore City, and

Margaret Mary Griffiss, infant, who resides with her mother and guardian, Margaret Abell Griffiss, at No. 702 Cathedral Street in Baltimore City, and said Margaret Abell Griffiss, as Guardian of said infant.

Commanding them and each of them to be and appear in Your Honorable Court on some certain day to be in said writ named, to answer this Bill of Complaint and abide by and perform such decree as may be passed in the premises.

And as in duty &c.

Kate Griffiss Butler,
James H. Butler
Daa Griffiss

Hannis Griffiss Potts
Robert Potts

Richard A. Cullen
Solor for Plaintiffs.

Plaintiffs Exhibit A. Filed 19th May-1904.

U. States Internal Revenue
One $5.00 and one $3. U.S.
Stamps 29th Nov. 1864

This Indenture made this ninth day of November in the year one thousand eight hundred and sixty-four by Otho W. Eichelberger of the City of Baltimore in the State of Maryland Witnesseth That the said Otho W. Eichelberger for and in consideration of the sum of seven thousand seven hundred and thirty dollars lawful money doth hereby grant unto Louisa Jane Butler of the City of Baltimore aforesaid wife of Thomas C. Butler, her heirs and assigns in fee simple to her sole and separate use. All that tract or parcel of land called "Hammonds Piney Plains," resurveyed for Colonel Reyd Hammond the thirty-first day of August one thousand eight hundred and three situated on the North side of Severn River and lying and being in Anne Arundel County and included within the following metes and bounds courses and distances to wit: Beginning for the said land at a stone heretofore planted and called for as the beginning of said land marked with figures 1803, and the letters R.H.I.H. it being also a boundary of the land called "Piney Grove," and running thence with and bounding on the first Course of the aforementioned land called "Hammonds Piney Plains" as run with a retrograde allowance of two degrees to correct the variation north one degree and thirty minutes east five hundred and thirty-three perches to a stone heretofore planted as a boundary of said land marked R.H.I.H. Still running with and bounding on said land north eighty-eight degrees west, one hundred and fifty perches to a stone heretofore planted as a boundary of said land marked R.H.I.H. still running with and bounding on said land as follows, South four degrees thirty minutes west twenty-eight and a half perches to a stone heretofore planted as a boundary of said land marked R.H.I.H. South eighty-eight degrees fifteen minutes, west sixty-two perches, South thirty minutes west one hundred and twenty-eight and a half perches to the main Stream of a branch called Bear Bridge, still running with said land and bounding in the middle of the main Stream of said branch to its mouth being where it empties into the aforementioned Severn River, thence running with and bounding on the tide water of the said River to the aforementioned land called "Piney Grove" thence running with and bounding on said land to the place of beginning containing according to the resurvey seven hundred and seventy-three acres, of land more or less (Being the same

tract or parcel of land which by Indenture bearing date the thirteenth day of April one thousand eight hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber W.H.G. No. 9- folio 233 was granted and conveyed by Tallmadge F. Cherry to the said Otho W. Eichelberger in fee subject to a mortgage by Tallmadge F. Cherry to William Ward made to secure the payment of twenty-five hundred dollars which said mortgage has since been released by release dated the thirtieth day of June One thousand eight hundred and Sixty from said Ward to said Eichelberger recorded among the aforesaid Land Records in Liber W.H.G. No. 9- folio 403 &c.) Together with the buildings and improvements thereon and all the roads, ways, waters, water rights, riparian rights, privileges and advantages thereto belonging or in any appertaining.

To Have and To Hold the said tract piece or parcel of land and premises with the rights and appurtenances thereto belonging unto the said Louisa Jane Butler her heirs and assigns to the proper use and behalf of the said Louisa Jane Butler her heirs and assigns forever to her sole and separate use as aforesaid.

And the said Otho W. Eichelberger covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances as may be requisite.

In Witness whereof the said Otho W. Eichelberger hath hereunto subscribed his name and affixed his seal on the day and year first herein written.

Test: R. C. Murray } Otho W. Eichelberger (Seal)

State of Maryland

City of Baltimore to wit

I hereby certify that on this twenty-ninth day of November in the year one thousand eight hundred and sixty-four before the subscriber a Justice of the peace of the State of Maryland in and for the City of Baltimore aforesaid personally appeared Otho W. Eichelberger and acknowledged the aforegoing deed to be his act.

R. C. Murray, J.P.

State of Maryland,

Baltimore City Sct:

I hereby certify that Richard C. Murray Esquire before whom the annexed acknowledgement was made and who has thereto subscribed his name was at the time of so doing a Justice of the peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn.

In Testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 29th day of November A.D. 1864

(Seal) Alfred Ware Clerk of the Superior Court of Baltimore City

U.S. State Int Rev 5¢ cancelled Stamp A. Eh. 29th Nov. 1864

Recorded

Rec. 3rd of Decbr. 1864

State of Maryland,
Anne Arundel County Sct:

I hereby certify that the foregoing is truly taken and copied from Libre H.H.G. No. 12 Folios 611 &c. And of the Land Record Books for Anne Arundel County.

Seal Cir. Ct. A.A.Co.

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 14th day of June A.D. 1902.

Geo. Wells, Clerk

U.S. Int. Int
$1.50 Stamp T.C.B.
10th Oct. 1868

Exhibit B. Filed 19th May, 1904.

This Deed, made this tenth day of October in the year one thousand eight hundred and sixty-eight, between Thomas C. Butler and Louisa J. Butler his wife of Baltimore City, in the State of Maryland of the first part and John R. Pumphrey of the County of Anne Arundel and State aforesaid of the second part, Witnesseth that in consideration of fourteen hundred and seventy-six dollars paid by the party of the second part the said Thomas C. Butler and Louisa his wife do grant and convey unto the said John R. Pumphrey his heirs and assigns in fee. All that piece or parcel of land lying in Anne Arundel County aforesaid part of the land heretofore by deed dated 29th day of November 1864 and recorded in Libre H.H.G. No. 12, folio 611, Land Records of said County was conveyed by Otho W. Eichelberger to the said Louisa J. Butler. Beginning for said parcel of land at a stone, marked R.H.J. M. the beginning boundary of the whole tract aforesaid, and running thence with the first line of said whole tract north 2¼ degrees east 176 perches, thence leaving the outlines of said whole tract South 86¾ degrees west 88 perches, South 4 perches to a large black oak tree now bounded standing at the head of Cool Spring Run thence down and bounding on the centre of said Stream South 19¼ degrees West 16 perches South 30 degrees East 16 perches, South 30¼ degrees, west 9 perches, South 7 degrees, West 7¾ perches South 19¼ degrees West 10¼ perches, South 2 degrees East 11 perches South 22½ degrees, East 9 perches, South 28½ degrees East 12½ perches South 32¼ degrees East 11 perches South 63° degrees, East 9 perches South 26 degrees East 18 perches, South 9½ degrees East 7½ perches South 22¼ degrees, West 17½ perches, South 9 degree East 6 perches, to tide water of Severn River thence bounding on said tide water South 88¼ degrees, east 20 perches, South 51 degrees East 11 perches South 27 degrees, west 14¼ perches South 63½ degrees, West 4 perches South 81 degrees West 16 perches, South 22 degrees East 24 perches, South 73¼ degrees East 14 perches South 61¼ degree, East 14 perches, North 41½ degrees East 24 perches North 60¾ degree East 32 perches, North 54 degrees East 11½ perches thence leaving the said river, and bounding on the East line of said whole tract of land North

49½ degrees, west 33⅓ perches to the beginning containing 100 acres of land more or less, subject to the right of a road 20 feet wide along the first and last lines above described, Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the land and premises hereby mentioned to be granted and conveyed with the rights and appurtenances aforesaid unto the said John R. Pumphrey his heirs and assigns to his or their proper use and benefit forever in fee. And the said Thomas C. Butler and Louisa J. Butler covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed. That they will warrant the said property specially to the said John R. Pumphrey his heirs and assigns. And they will execute such further assurances as may be requisite.

Witness the hand and seal of the said grantors,

Witness:
Wm. H. Bayzand

Thos. C. Butler (Seal)
Louisa J. Butler (Seal)

State of Maryland,
Baltimore City. Ss.

I hereby certify that on this tenth day of October in the year one thousand eight hundred and sixty eight before me a Justice of the peace of the State of Maryland in and for the City aforesaid personally appeared Thomas C. Butler and Louisa J. Butler the grantors in the foregoing deed and each acknowledged the same to be their act.

Witness my name

Wm. H. Bayzand, J.P.

State of Maryland,
Baltimore City Sct.

I hereby certify that Wm. H. Bayzand, 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.

In Testimony where of I hereto set my hand and affix the seal of the Superior Court of Baltimore City this Tenth day of October A.D. 1868.

(Seal)

George Robinson Clerk of the Superior Court of Baltimore City.

U.S. Int. Rev. 5¢ stamp 10 Oct. 1868.

Recorded 13th day of October 1868.

State of Maryland,
Anne Arundel Co. to wit:

I hereby certify that the aforegoing was truly taken and copied from Liber J.H.H. No 2 Folio 588 &c.
One of the Land Records of A. A. Co.

In Testimony where of I hereto set my hand and affix the

seal of the Circuit Court this 17th day June 1902.

Seal of the C.C. A.A.Co.

George Wyles
Clerk

Plaintiffs Exhibit C. Filed 19th May-1904.

This Deed made this nineteenth day of September, in the year eighteen hundred and eighty two, by and between Randolph J. Bouldin and Mary Ann Bouldin his wife of Baltimore City in the State of Maryland of the First Part; and Louisa J. Butler, wife of Thomas C. Butler of the same place of the Second Part.

Whereas by deed dated September 28, 1869, and recorded among the Land Records of Anne Arundel County, Maryland, in Libr. S.H. No. 4 - folio 35, the said Thomas C. Butler and Louisa J. Butler his wife, did demise and lease, for 99 years, renewable, the tract or tracts of land in Anne Arundel County in said deed particularly described unto the said Randolph J. Bouldin in Trust for his said wife Mary Ann Bouldin, subject to the Annual Rent of $240.

And Whereas by deed dated April 21st 1871, and recorded among the Land Records of Anne Arundel County in Libr S.H. No. 5, folio 451 &c. the said Thomas C. Butler and Louisa J. Butler his wife did grant and convey unto the said Mary Ann Bouldin the said Ground Rent of Two Hundred and Forty-dollars ($240) and the reversion, so aforesaid reserved to the said Louisa J. Butler by the deed of Lease dated September 28-1869 above mentioned.

And whereas, on the same day, by Mortgage, dated April 21, 1871, and recorded among the said Land Records in Libr, S.H. No. 5, folio 403, the said Mary Ann Bouldin, together with her said husband Randolph J. Bouldin, did convey the land described in the aforesaid Lease dated September 28, 1869, and in the said deed dated April 21-1871, unto the said Louisa J. Butler to secure the payment to her of the sum of Two Thousand Dollars ($2000) Four Years after the date of said Mortgage, together with interest thereon.

And whereas it was subsequently determined in the Circuit Court of Baltimore City in a cause in that Court, depending wherein the said Mary Ann Bouldin by her next friend was Complainant, and the said Louisa J. Butler and Thomas C. Butler were defendants (See Docket 1877 fol 24) that the only Estate and interest which passed by the said deed of Mortgage was the Ground Rent of Two Hundred and Forty Dollars ($240) and the reversion reserved under the said deed of Lease of September 28, 1869, and that the Leasehold estate created by said last mentioned deed, did not pass under said mortgage.

And whereas the Principal of said debt, and several years interest thereon, is now over due and unpaid.

And whereas the said Mary Ann Bouldin, with the consent of her husband, and by the advice of her son, and legal advisor, Hutton L. Bouldin,

has proposed to the said Louisa J. Butler and Thomas C. Butler that if they will release and discharge the said Mortgage indebtedness and pay to the said Mary Ann Bouldin the sum of ($1465.50) One hundred and forty six 50/100 Dollars and deliver up to said Mary Ann Bouldin the Mortgage Notes given for said mortgage debt) and pay all taxes and assessments levied on said property; she, the said Mary Ann Bouldin, will with the consent of her said husband grant and convey unto the said Louisa J. Butler all the estate, right title, interest and claim which she acquired under the said Deed of Lease of September 28-1869, and the Deed of April 21-1871,

Now this Deed, Witnesseth, that for and in consideration of the Premises and of the said Sum of One hundred and forty-six dollars and fifty cents paid by the said Louisa J. Butler to the said Mary Ann Bouldin, the receipt whereof is hereby acknowledged, the said Randolph J. Bouldin and the said Mary Ann Bouldin his wife, by virtue of the power for this purpose vested in her by the aforesaid Deed of Lease of September 28, 1869, as well as by virtue of all other powers, rights and Estates howsoever vested in her, does hereby grant and convey unto the said Louisa J. Butler; Her Heirs and Assigns;

All the state, right, title, interest and claim of the said Randolph J. Bouldin and Mary Ann Bouldin which she, heor they acquired under the said deed of Lease of September 28, 1869, and said deed of April 21, 1871; and all their other estate, right, title, interest and claim in and to the property described therein.

Together with all the Buildings and improvements thereupon made, or being; and the rights, ways, waters easements, privileges, appurtenances and advantages thereto belonging, or in any wise appertaining.

To Have and To Hold the above described tract, piece or parcel of land and its appurtenances, together with the Reversion and Ground Rent of $240. per annum reserved by the said Lease of September 28-1869, and the Equity of Redemption therein under the aforesaid Mortgage thereof dated April 21-1871, and also the Leasehold Estate and term of years thereby created and all other Estate Rights title and claim of every kind and description, whether at law or in Equity, of the said Mary Ann Bouldin and Randolph J. Bouldin her husband, unto and to the use of the said Louisa J. Butler, Her Heirs and Assigns.

And the said parties of the first part hereby covenant that they will warrant specially the property hereby conveyed; and will execute such further assurances as shall be requisite.

And the said Thomas C. Butler and Louisa J. Butler his wife, for and in consideration of the above recited premises and of the sum of one dollar do hereby release, acquit, exonerate and forever discharge the said Mary Ann Bouldin and the said Randolph J. Bouldin, from the above mentioned mortgage debt and all interest thereon; and of and

from all and every actions, suit, claim or demand which could or might possibly be brought, exhibited or presented against him, her or them or any of them, for or on account of the above mentioned mortgage debt and for on account of any other claim or claims, whatsoever, hereby acknowledging the said debt and interest, and all other claims of every kind whatsoever, fully paid and satisfied by this deed of conveyance!
And the said Thomas C. Butler and Louisa J. Butler, do hereby covenant to pay to the collector of Taxes of the State of Maryland and the County Commissioners of Anne Arundel County, and to whomsoever, else the same be due and payable, all the taxes, assessments public dues and charges of every kind, sort, or description levied or assessed upon the above property or which the same is liable to
Witness our hands and seals.

Witness
George Wm. Coffray

Randolph J. Bouldin (Seal)
Mary A. Bouldin (Seal)
Thos. C. Butler (Seal)
Louisa J. Butler (Seal)

State of Maryland,
Baltimore City Sct:
I hereby certify that on this nineteenth day of September in the year 1882 before the Subscriber a Justice of the Peace of the State of Maryland, in and for Baltimore City personally appeared Randolph J. Bouldin and Mary Ann Bouldin his wife and Thomas C. Butler and Louisa J. Butler his wife, and did each acknowledge the foregoing deed to be their, and each of their, several and respective acts
Geo. Wm. Coffray J.P.

State of Maryland,
Baltimore City Sct:
I Hereby certify, That George Wm. Coffray 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 19th day of September, A.D. 1882.
Seal
Richard T. Allison,
Clerk of the Superior Court of Baltimore City.

Exhibit D. Filed 19th May-1904.

The State of Maryland,
Baltimore City ss.
The subscriber, register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his office, that on the 16th day of May in the

year of our Lord one thousand eight hundred and ninety-four, Margaret Abbrell Griffiss was appointed by the Orphans Court for Baltimore City, Guardian to Margaret Gray Griffiss, age 3 yrs 7th December 1893, Infant daughter of John T. Griffiss, deceased: and the said Guardian being then and there present in said Court accepted of the said Guardianship, and gave Bond with sureties who were approved of by the said Court, for the faithful performance of her duty as Guardian to the said infant in the penalty of $21,000.00

In Testimony whereof, I hereunto subscribe my name and affix the seal of my office this 29th day of April, in the year of our Lord nineteen hundred and four

Test:

Seal

Bart C. Smith
Register of Wills for Baltimore City

Exhibit C. Filed 19th May-1904.

This Deed made this Eleventh day of February Eighteen Hundred and ninety-two between Edward Griffiss of Baltimore City, party of the first part, and John T. Griffiss, Ida Griffiss, Kate Bleiker wife of Dr. James H. Butler, all of Baltimore City and Hannie Griffiss Potts wife of Robert Potts of the City of Philadelphia parties of the second part, Witnesseth, that in consideration of the sum of Two Thousand Seven hundred and seventy dollars and twenty-two cents ($2770.22) paid to the party of the first part by the parties of the second part the receipt whereof is hereby acknowledged the said party of the first part doth hereby grant and convey unto the said parties of the second part their heirs personal representatives and assigns as tenants in common share and share alike, all his undivided part estate, right, title and interest being a one seventh undivided part in, unto and out of all of the following pieces or parcels of ground situated in the city of Baltimore aforesaid to wit:

First: That lot thereby described and called Lot No. 24, in a deed from James H. Butler trustee to Louise J. Butler dated January 29th 1872 and recorded among the Land Records of Baltimore City in Libre G. R. No. 550, folio 266 etc, which lot is situated on the west side of Oregon Street now called Arlington Avenue, and is subject to a ground rent of eighteen dollars per annum.

Second: That lot thereby described in said deed from the said James H. Butler to Louisa J. Butler and called Lot No. 25, which lot is situated on Howard and Tyson Streets and is subject to a ground rent of fifty dollars per annum, a small portion of said lot at the corner of Tyson Street and Park Avenue having been appropriated by the Mayor and City Council of Baltimore in the opening of Park Avenue.

Third: That lot of ground described in a deed conveying a one fourth interest therein from Thomas J. Griffiss to Louisa J. Butler dated April 11th 1861, and recorded in said Records in Liber

G. E. S. No. 210, folio 113 etc, which lot is situated on Cathedral and Howard Streets, and is subject to a ground rent of one hundred and sixty-five dollars per annum; a one undivided one half interest in said lot having been conveyed to the said Louisa J. Butler by Joshua Carson by deed dated February 2nd 1861, and recorded among said Records in Libr G. E. S. No. 204, folio 280 etc. And a one fourth undivided interest in said lot having been conveyed to the said Louisa J. Butler (then Griffiss) by a deed from Philip H. Marsden dated July 20th 1859, and recorded among said Records in Libr G. E. S. No. 174 folio 210 etc.

Fourth: That Lot of ground described in a deed from Luther M. Reynolds to the said Louisa J. Butler (then Griffiss) dated March 13th 1857, and recorded among said Records in Libr E. D. No. 130 folio 316 etc, which lot is situated on the East side of Carlton Street and is subject to a ground rent of Twelve dollars and fifty cents per annum.

Being the above four lots firstly, secondly, thirdly and fourthly described in a deed from John J. Griffiss and others, administrators of Louisa J. Butler, to Thomas C. Butler and others, dated the 16th day of October 1889, and recorded among the said Records in Libr J. B. No. 1263, folio 205 etc. an interest in which was also conveyed by a deed from Thomas C. Butler to Edmund Griffiss and others dated August 3rd 1899, and recorded in said Records in Libr J. B. No. 1253, folio 463 &c. and also by a deed from Thomas C. Butler to John J. Griffiss and others dated October 16th 1889 and recorded among said records in Libr J. B. No. 1263. folio 204 &c., and also

Fifth, The reversion, and the rent of eighty-five dollars per annum payable on the first day of January and July incident thereto in that lot or parcel of ground ~~situated~~ on the North side of East Baltimore Street in said City of Baltimore, and described as follows:

Beginning on the north side of East Baltimore Street at the distance of sixty feet Easterly from the north east corner of Baltimore and Wolf Streets and thence running easterly binding on Baltimore Street twenty-feet, thence northerly parallel with Wolf Street one hundred feet or thereabouts to an alley ten feet wide laid out by John J. Griffiss thence westerly binding on the south side of said alley (with the use thereof in Common) and parallel with Baltimore Street twenty feet, and thence Southerly by a straight line parallel with Wolf Street one hundred feet to the place of beginning. Being the property conveyed to Louisa J. Butler, by the Rt. James H Butler, Trustee by deed dated January 29th 1872, and recorded in said records in Libr G. R. No. 55 folio 266 &c. and to a one seventh interest in which the said Edward Griffiss became entitled, as one of the heirs at law of Louisa J. Butler and under a deed from Thomas C. Butler to Edward Griffiss, and others dated August 2nd 1889 and recorded in said Records in Libr J. B. No. 1253 folio 463 &c. and also,

Sixth The reversion and the rent incident thereto of one hundred and ninety

eight dollars and thirty-eight cents payable on the first days of May and November in a lot of ground situated in Baltimore City and described as follows: Beginning for the same on the north west side of North Gay Street or Bclair Avenue at a stone standing at the end of the first line of Division No. 2, appearing in a case in Baltimore County Court in Equity wherein Alexander J. Bowdin and wife were complainants and John Rogers and others were defendants recorded in Chancery Record, W. G. No. 6 folio 306 etc., and running thence south westwardly bounding on said Bclair Avenue twelve and one half perches to a stone; thence north forty-eight and one-half degrees west fifteen perches; thence north Easterly parallel with Bclair Avenue and bounding on Division, No. 2 - twelve and one half perches to the end of the second line of Division No. 2. and thence reversing said line to the place of beginning, Containing one and a quarter acres of land more or less being the same lot of ground a reversion in which and the rent incident thereto were conveyed to Thomas C. Battle for life by a deed dated third day of August 1899, by Edward Griffis and others recorded among said Records in Libre J.B. No. 1253 folio 463 etc., which said ground rent was originally two hundred and thirty four dollars per annum, but in consequence of the appropriation by the Mayor and City Council of Baltimore of a portion of the Land out of which said rent issues for the opening of North Avenue as specified in said last mentioned deed, said rent was reduced to one hundred and ninety eight dollars and thirty-eight cents per annum, And being the reversion and rent to a one seventh interest in which after the life estate of said Thomas C. Battle the said Edward Griffis became entitled as the heir at law of Louisa J. Battle and under the deed of August 3rd " 1889 last above mentioned and also,

Seventh: That tract of land situated in Anne Arundel County and which was granted and conveyed to Louise J. Battle by deed dated the 19th day of September 1882 from Randolph J. Bowdin and Mary Ann Bowdin his wife, which deed is recorded among the Land Records of Anne Arundel County Maryland in Libre J.H. No. 30 folio 276 &c. and to a one seventh interest in which the said Edward Griffis became entitled as one of the heirs at law of Louisa J. Battle and under a deed from Thomas C. Battle to Edward Griffis and others dated August 3rd " 1889 and recorded among the Land Records of Anne Arundel County before these presents.

Together with all the buildings and improvements made or being on said above described lots and tract and the rights ways, waters easements, privileges appurtenances, rents and advantages thereto belonging or in anywise appertaining

To Have and to Hold the one seventh undivided interest in the aforesaid described lots and tract of land conveyed by these presents to and unto the said parties of the second part their heirs personal repre-

sucessors and assigns, share and share alike as tenants in common. And the said party of the first part hereby covenants, that he will warrant specially the property hereby conveyed, and that he will execute such further assurances of said land as may be requisite, and that he has done no act to encumber the said land.

Witness my hand and seal

Test: John G. Grindall } Edward Griffis (Seal)

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this eleventh day of February, 1892, before the subscriber a Justice of the peace of the State of Maryland in and for Baltimore City personally appeared Edward Griffis and acknowledged the foregoing deed to be his act and deed.

John G. Grindall, J.P.

State of Maryland

Baltimore City, Sct.,

I hereby certify that John J. Grindall Esquire before whom the annexed acknowledgment was made and who has thereto subscribed his name was at the time of so doing a Justice of the peace of the State of Maryland, in and for 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) Seal of the Superior Court of Baltimore City this 15th day of February A. D. 1892.

Jas. Bond Clerk of the Superior Court of Baltimore City.

Recorded 18th February 1892.

State of Maryland,

Anne Arundel County, Sct.

I hereby certify that the aforegoing is fairly taken and copied from Liber J. H. No. 20 folio 517 &c. one of the Land Records for Anne Arundel County.

In Testimony whereof I hereto set my hand and (Seal) affix the seal of the Circuit Court for Anne Arundel County this 19th day of May, A. D. 1904.

Jno. Wells, Clerk

Exhibit H. Filed 19th May-1904.

This Deed, Made this 11th day of February 1892, by W. Foley Bittle and Laura Burgess and Lottie L. Burgess, his wife the two latter acting by Richard M. Venable their duly constituted attorney in fact all of Baltimore City in the State of Maryland parties of the first part and John J. Griffis, Ida Griffis, Kate Bittle, wife of W. James

H. Butler, Jr of Baltimore City, and Fannie Griffiss Potts, wife of Robert Potts of the City of Philadelphia, parties of the second part; Witnesseth, That in consideration of the sum of Twenty-two hundred and ninety-eight dollars and eighty cents ($2298.80) paid by the parties of the second part to A. Foley Butler, and of a like sum paid by them to Louise L. Burgess, the receipt whereof is hereby acknowledged the said A. Foley Butler and Edwin Burgess and Louise L. Burgess his wife, the two latter acting by Richard H. Venable, their Attorney duly constituted by a power of Attorney dated the 22nd day of January, 1892, and recorded or intended to be recorded among the Land Records of Baltimore City and of Anne Arundel County before these presents, do grant unto the said parties of the Second Part, their heirs, personal representatives and assigns as tenants in common share and share alike, all of their right, title and interest, being the one seventh undivided interest of the said A. Foley Butler and the one seventh undivided interest of the said Louise L. Burgess in and to all of the following lots parcels or tracts of land that is to say.

First: That lot thereby described and called Lot No. 24 in a deed from James H Butler, trustee to Louise J. Butler, dated January 29th 1872, and recorded among the Land Records of Baltimore City in liber G.R. No. 550, folio 266 etc, which lot is situated on the west side of Oregon street now called Arlington Avenue, and is subject to a ground rent of eighteen dollars per annum.

Second. That lot fourthly described in said deed from James H. Butler, Trustee to Louise J. Butler and called Lot No. 25, which lot is situated on Howard and Tyson Streets and is subject to a ground rent of fifty dollars per annum, a small portion of which lot on the corner of Tyson Street and Park Avenue having been appropriated by the Mayor and City Council of Baltimore in the opening of Park Avenue.

Third: That lot of ground described in a deed conveying a one fourth interest therein from Thomas J. Griffiss to Louisa J. Butler dated April 11th 1861, and recorded in said records in liber G. & S. No. 210 folio 113 etc., which lot is situated on Cathedral and Howard Streets and is subject to a ground rent of one hundred and fifty-five dollars per annum, a one undivided one half interest in said lot having been conveyed to the said Louisa J. Butler by Joshua Lawson, by deed dated February 2nd 1861 and recorded among said records in Liber G. & S. No. 204 folio 280 &c, and a one fourth undivided interest in said lot having been conveyed to the said Louisa J. Butler (then Griffiss) by a deed from Philip H. Coulter dated July 20th 1859, and recorded among said Records, Liber G. & S. No. 174, folio 210 etc.

Fourth: That Lot described in a deed from Luther M. Reynolds to Louisa J. Butler (then Griffiss) dated March 13-1867 and recorded among

said Records in Libre C.D. No. 130 folio 316 etc, which lot is situated on the East side of Carlton Street and is subject to a ground rent of Twelve dollars and fifty cents per annum.

Being the same four lots firstly, secondly, thirdly and fourthly described in a deed from John J. Griffies and others administrators of Louisa J. Butler to Thomas C. Butler and others, dated October 16th 1889, and recorded among said Records in Libre J.B. No. 1263, folio 205 &c. and in which the said A. Foley Butler and Louise L. Burgess (then Butler) each acquired a one seventh undivided interest under the deed last above mentioned, and also under a deed of August 3rd 1889, between Edward Griffies and others and Thomas C. Butler, recorded in said Records in Libre J.B. No. 1253 folio 462 etc, and also under a deed dated October, 16th 1889 from Thomas C. Butler to John J. Griffies and others) and recorded among said records in Libre J.B. No. 1263, folio 204 etc.

Fifth: The Reversion in that lot of ground and the rent of eighty-five dollars per annum, payable on the first day of January and July incident thereto, situated in Baltimore City, on the north side of East Baltimore Street and described as follows: Beginning on the north side of East Baltimore Street at the distance of fifty-feet easterly from the north east corner of Baltimore and Wolf Streets, and thence running easterly binding on Baltimore Street twenty-feet: thence northerly parallel with last Steet one hundred feet or thereabouts to an alley ten feet wide laid out by John J. Griffies: thence westerly binding on the South side of said Alley (with the use thereof in common) and parallel with Baltimore Street twenty-feet and thence southerly by a straight line parallel with Wolf Stret one hundred feet to the place of beginning.

Being the property conveyed to Louisa J. Butler by Dr. James H. Butler Trustee by deed dated January 24th 1872 and recorded in said Records in Libre G.R. No. 550 folio 266 &c. to an undivided one seventh interest in which the said A. Foley Butler, and Louise L. Burgess (then Butler) each became entitled as heirs at law of Louisa J. Butler and under a deed from Thomas C. Butler to Edward Griffies and others dated August 3rd 1889, and recorded in said Records in Libre J.B. No. 1253, folio 462, &c.

Sixth: That tract of land situated in Anne Arundel County which by deed dated the 19th day of September 1882, was granted and conveyed by Randolph J. Boulden and Mary Ann Boulden his wife, to Louisa J. Butler, which deed is recorded among the Land Records of Anne Arundel County, Maryland in Libre J.H. No. 20 folio 276 etc, and to one undivided four seventh interest in which tract the said A. Foley Butler and Louise L. Burgess (then Butler) each became entitled as heirs at law of Louisa J. Butler and under a deed from Thomas C. Butler to Edward J. Griffies and others recorded in Anne Arundel County before these presents.

Together with all the buildings, privileges, rights, ways, and waters, thereto belonging or in anywise appertaining.
To Have and To Hold the property intended to be conveyed by these presents to and unto the said parties of the second part their heirs personal representatives and assigns as tenants in common share and share alike.
And the said parties of the first part 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 and that they have done no act to encumber said land.
Witness our hands and seals
Test:
John J. Grindall

A. Foley Butler (Seal)
Edwin Burgess (Seal)
by Richard H. Venables Attorney
Louise L. Burgess (Seal)
by Richard H. Venables her attorney

State of Maryland
City of Baltimore to wit:
I hereby certify that on this 11th day of February 1893 before the subscriber a Justice of the peace of the State of Maryland in and for Baltimore city personally appeared A. Foley Butler and acknowledged the foregoing deed to be his act and deed and also at the same time and place personally appeared before me Justice of the peace as aforesaid Richard H. Venables and by virtue of the power of attorney from them recited in the foregoing deed acknowledged said deed to be the act and deed of Edwin Burgess and Louise L. Burgess his wife, and each of their acts respectively.

John J. Grindall, J.P.

State of Maryland,
Baltimore City, Sct.
I hereby certify that John J. Grindall 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 15 day of February A.D. 1893

(Seal)

Jas. Bond
Clerk of the Superior Court
of Baltimore City

Recorded 18th February 1893

State of Maryland
Anne Arundel County Sct.

I hereby certify that the foregoing is truly taken and copied from Libr. H.G. No. 40 folio 615 &c. one of the Land Records for Anne Arundel County
Seal Cir Ct A.A.Co. In Testimony Whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 19th day of May A.D. 1904.

George Wells, Clerk

Plaintiffs Exhibit G. Filed 19 May 1902.

This agreement, made in duplicate this ninth day of May, 1904, between Kate Butler and James H. Butler, her husband, Fidinia Griffiss Potts and Robert Potts her husband, Ida Griffiss and Margaret Abell Griffiss, in her own right and as guardian of Margaret Mary Griffiss, all of the first part, and Jacob F. Albrecht of the second and other part, Witnesseth:

That said parties of the first part contracting on their own behalf each of them, as to his or her respective interest in the property hereinafter mentioned, and also contracting for and on behalf of Margaret Mary Griffiss, the infant daughter of John F. Griffiss, deceased, as to the interest of said infant therein, do hereby agree to sell and convey in fee simple to said party of the second part, for the sum of six thousand dollars, to be paid in cash on the ratification of this contract by some court of competent jurisdiction. All that tract situate in Anne Arundel County in the State of Maryland which by Deed, bearing date the 29th day of November, 1864, and recorded among the Land Records of Anne Arundel County in Libr W. H. G. No. 2, folio 619 &c. was conveyed by Otho W. Eichelberger to Louisa J. Butler, now deceased, excepting, however, so much of said tract of land as was sold and conveyed by said Louisa J. Butler, and Thomas C. Butler her husband to John R. Pumphrey by Deed, dated October 10, 1868 and recorded among the Land Records of Anne Arundel County, in Libr J. H. No. 2, folio 588 &c. the balance of which land, being the subject matter of this contract consisting of six hundred and twenty three acres by estimation be the same more or less.

And the said Jacob F. Albrecht agrees to purchase the said land from the said parties of the first part for the price and on the terms aforesaid. And it is agreed that the title to be conveyed to said purchaser shall be a marketable title and free from incumbrances, and that all taxes on said land shall be paid by the vendors to the date of the ratification of the said sale.

As Witness the signatures of the said adult parties hereto.

Kate Griffiss Butler
James H. Butler
Ida Griffiss
Witness = F. W. Feldner

Margaret Abell Griffiss
Margaret Abell Griffiss Guardian
Fidinia Griffiss Potts
Robert Potts
Jacob F. Albrecht

Kate Griffiss Butler et al
vs.
Margaret Mary Griffiss et als
} In the Circuit Court for Anne Arundel County In Equity

Answer to Bill of Complaint Filed 19th May 1904.

To the Honorable, the Judges of said Court

Margaret Abell Griffiss, on her own behalf and in her own interest and also as Guardian of Margaret Mary Griffiss, the infant defendant, answering the Bill of Coluplaint of Kate Griffiss Butler and others against her and said infant in this Court filed, respectfully says:

That this Respondent acting on her own behalf admits all the matters and things charged in said Bill of Complaint, and hereby submits to passage of a decree as prayed in said Bill of Complaint.

But as Guardian of said infant defendant she is advised that she cannot admit any of the matters charged in said Bill, and she therefore requires that they the allegations of said Bill by duly proven, and as such Guardian she submits to such Order or decree as may be right and proper in the premises.

And as in duty &c.

W. Cabell Bruce
Solicitor for Margaret
Abell Griffiss, Individually etc

} Margaret Abell Griffiss
Individually & as Guardian
of Margaret Mary Griffiss Infant

Subpoenas issued as prayed and returned summoned.
Wilson H Green Sheriff

Kate G. Butler et al
vs.
Margaret Mary Griffiss
Infant &al
} In the Circuit Court for Anne Arundel County In Equity

Petition of Plaintiffs for appointment of Guardian ad Litem. Filed 31st May 1904.

To the Honorable, The Judges of said Court,

The Petition of the plaintiffs in the above entitled cause respectfully represents unto Your Honors.

First, That Margaret Mary Griffiss, the infant defendant in this cause has been duly summoned, as appears from the Sheriff's return endorsed on the subpoena against her.

Second: That said infant had a duly appointed Guardian, Margaret Abell Griffiss who has been duly summoned in her said capacity as Guardian, and has answered, but that said Margaret Abell Griffiss is also a party to this cause in her own right

Wherefor Your Petitioner pray this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant defendant, and suggest that R. Malcolm Hunter who has no interest whatever in

this suit be appointed Guardian ad. Litem.

And as in duty &c.
Richard A. Mullen
Solor for plaintiffs.

Order.

Ordered by the Circuit Court for Anne Arundel County, In Equity on this thirty-first day of May 1904, upon the foregoing Petition that R. Malcolm Hunter, Esq be and he is hereby appointed Guardian ad litem for the infant defendant named in said petition, and he is hereby directed to appear and file her answer in her behalf.

Jas Revell.

Kate G. Butler, et al
vs.
Margaret Mary Griffis
Infant, et al

In the
Circuit Court
for Anne Arundel County
In Equity

Answer of Infant Defendant by Guardian
ad Litem. Filed 31st May-1904.

To the Honorable the Judges of said Court.

The Answer of Margaret Mary Griffis the Infant Defendant named in the Bill of Complaint in this Court against her exhibited by Kate G. Butler, and others by her duly appointed Guardian ad litem represents unto your Honor

That this 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 submits her rights to the protection of this Honorable Court.

And as in duty &c.

R. Malcolm Hunter
Guardian ad litem.

Kate G. Butler et al
vs.
Margaret Mary Griffis
Infant et al

In the
Circuit Court
for Anne Arundel County
In Equity.

General Replication Filed 31st May 1904.

The Judges of said Court.

The Plaintiffs join issue on the matters alleged in answers of all the defendants, so far as the same may be taken to deny or avoid the allegations of the Bill.

Richard A. Mullen
Solicitor for Plaintiff

Kate G. Butler, et al
vs.
Margaret Mary Griffis
Infant et al

In the Circuit Court
for
Anne Arundel County.
In Equity

Petition for leave to take Testimony and Order of Court thereon. Filed 31 May 1904.

To the Honorable the Judges of the Circuit Court

The Petition of the Plaintiffs in this case, respectfully shows that they desire to take testimony in this case, and respectfully pray that leave be granted them to do so before one of the Standing Examiners of this Court.

Richard A. Mullen
Solicitor for Plaintiffs.

Ordered this 31st day of May 1904, 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

Jas. Revell.

Kate G. Butler et al
vs.
Margaret M. Griffis et al

Circuit Court
for Anne Arundel County
No. 2622 Equity

Testimony Filed 22nd June 1904.

The Examiner in accordance with an order of the Court passed on the 31st day of May 1904, and filed in this cause, having given notice upon the Solicitors and the Witnesses being in attendance proceeded to take testimony and in pursuance thereof attended at the office of the Solicitor for the plaintiffs on the third day of June nineteen hundred and four when the following testimony was taken

Wm. H. Brown a witness of Lawful age produced on behalf of the plaintiff, being first duly sworn deposeth and saith as follows

1. Q. By Mr. Richard A. Mullen,
State your name, age, residence and occupation?
Ans. Wm. H. Brown; 53 years of age, I live in Anne Arundel County, I am a store-keeper and farmer.

2. Q. Do you know the parties to this cause or any of them.
Ans. I know Mr. Jas. H. Butler; he is the only one I know.

3. Q. State what facilities, if any, you have had of becoming acquainted with the value of real estate in A. A. Co.,
Ans. I was a member of the Board of County Commissioners of Anne Arundel County for four years and was President of the Board for two years, at which time we were the legal assessors of the County. All these questions have come up before us, almost daily

4 Q. What questions?
Ans. The questions of the value of land in Anne Arundel County. I have traveled over nearly all of Anne Arundel County driving and know a great deal of the land, the condition and state of cultivation.
5 Q. Can you state appximately how many questions of the value of land you have decided as one of the County Commissioners?
Ans. I suppose thousands of them; the lawyers and owners are before us almost every meeting, and a great number of them we had to investigate.
6 Q. Look at the papers now shown you, being Exhibits A & B. filed in this case and state whether or not you know the land described in said Exhibit?
Ans. I cant say positively that I have ever been on this property, but I have been on the adjoining property. I know of others in that section. The character of the land there is sandy and rough and not at all desirable that I have ever seen.
7 Q. Do you know whether or not this particular land is improved, and if so, in what manner?
Ans. I have heard that this land has been improved but that the improvements have been destroyed and that one time the buildings were torn down and carried away.
The officers of the County were called in to investigate, that is the Sheriff, Mr. Bowie.
8 Q. From your knowledge of the value of land in that vicinity, what in your opinion would be a fair market value for the land in question?
Ans. Well I should think from $8. to $10. an acre, would be a fair valuation. It is very difficult to get any more, very difficult indeed; very hard to get a buyer.
9 Q. Do you know whether or not land of that character, in that vicinity can always be counted upon to bring as much as $10. an acre?
Ans. Well I think it would be very difficult to find a great many purchasers for land in that section at that price. Land has been sold in our County for very much less than that.
In the District in which the land is situated namely: the Third District we had a great struggle to keep the tax rate down and the assessments.
10 Q. Why had you a difficulty in keeping the tax rate down?
Ans. The tax rate is so very high in comparison to the value of the land.
11 Q. It appears by the deeds already shown to you that this land consists of about 673. acres. A contract has been made by the adult parties to this cause on behalf of themselves and of the infant defendant to sell the entire tract to Joseph F. Albrecht and your judgment would it be for the benefit and advantage of the parties in interest, particularly of the infant, that this sale should be ratified and confirmed by the Court and give any reasons that you may have, if any for any opinions that you may ~~have~~ express.

Ans. I would consider it a good sale from the fact that I dont see what is going to cause the land to appreciate in value from under the present conditions.
General Question:
Do you know, or can you state any other matter or thing that may be of interest or benefit to the parties to this cause or either of them, if so, state the same fully and at large."
Ans. I have a piece of property in my charge that is very much located 131 acres that some years ago $2,000 was borrowed on it, and today we are try to get $1250, for it but have not been offered more than $1,000 and I would consider it very much better located than this and I can't see where the land of Anne Arundel will appreciate at all.
General Question: Do you know or can you state any other matter or thing that may be of interest or benefit to the parties to this cause or either of them, if so, State the same fully and at large.
Ans. No.

Wm. H. Brown.

Jno. F. Williams, a witness of lawful age produced on behalf of the plaintiff, being first duly sworn, deposeth and saith as follows:
1. Q. By the. M. A. Cumelin.
State your name, age, residence and occupation?
Ans. Jno F. Williams; adult, Baltimore City; Attorney at Law.
2. Q. What opportunities have you had if any of becoming acquainted with the value of land in Anne Arundel County particularly in Third District of said county?
Ans. I was born in Anne Arundel County not more than five or six miles away from this property. My sister now owns a piece of property on the Severn River about three or four miles from this property. It contains 200 acres or more. I have sold that property all except about 80 acres and the last sale that I made was $10 an acre for a tract of 70 acres. I know the property which did belong to Chas. R. Stewart of about 1,000 acres of land, which was sold within the last five or six years, according to my best recollection at about $7,000. And it was improved by quite a good dwelling house. I have sold a piece of property at Burtard not far from this property containing I think 90 acres at $10 an acre. My sister's property is assessed on the tax books at $600 an acre. This property is situated on the Severn River nearly opposite Indian Landing. I am informed that there is about 100 acres in arable condition, and the balance in second growth timber. The property is what we would say distant from the market, you can only ship from there by wagons or by the Severn River, and the freights on the Severn River are very high and it is difficult to get boats to come up there to transfer anything like fruit or vegetables and all the fruits and vegetables grown in that

neighborhood are hauled to Baltimore, fifteen miles or more so that the land is not easily sold in that community.
I might say further that I have been selling and dealing in real estate in Anne Arundel for thirty years.
3. Q. What, in your opinion would be a cash value or fair market value for land described in Exhibits A. and B which are now shown to you?
Ans. It is difficult question to answer; it would be extremely difficult to get any revenue from this property and without any knowledge on the subject. I should say that the owners have not had much revenue in the last 10 or 15 years except from the timber cut off it. I have been for about twelve years endeavoring to sell my sisters property and was glad to get $10, an acre for the last 70 acres that I sold. I think her property is more desirable property than this, near the railroad and near the water. I think for this land as a whole from $4,000, to $6,000, would be a very good price.
4. Q. Please look at the paper now shown you marked Exhibit G. being an agreement between Kate Butler and husband et al of the one part and Jacob F. Arndt of the other part for a sale of said land at $6000 cash State whether or not in your opinion and judgment it would be for the benefit and advantage of the parties of the first part and particularly the infant Margaret Mary Griffin that said agreement should be ratified by the Court in this case.
Ans. I think the sale of that property at $6,000, an exceedingly good sale. If I were interested in the property I would unquestionably advocate its consummation and it must be for the benefit of the infant because after the property is converted into cash and invested she will receive some income, otherwise it doesn't look to me as if there was any chance of her getting any income whatever from the property.
General Question: Do you know or can you state any other matter or thing that may be of interest or benefit to the parties to this cause or either of them, if so, state the same fully and at large?
Ans. No.

John F. Williams

James H. Butler, a witness of lawful age, produced on behalf of the plaintiff, being duly sworn deposeth and saith as follows,
1 Q. By Examr. W. A. Williams:
What is your name, age, residence and occupation?
Ans. Jas. H. Butler: Custom House Appraiser Baltimore
2 Q. Did you know the parties to this cause or any of them?
Ans. I know them all; my wife is interested and I am one of the parties.
3. Q. Did you know Louisa J. Butler, the grantee described in the Plaintiffs Exhibit A. filed in this cause?
Ans I know her well.

4. Q. What relation, if any, did you bear her?
Ans. She was my wife's mother.
5. Q. The said Louisa J. Butler is she living or dead?
Ans. Dead,
6. Q. When did she die?
Ans. August 9, 1889.
7. Q. Did she leave any husband surviving her?
Ans. She did. Thos. C. Butler.
8. Q. Is the said Thos. C. Butler living or dead?
Ans. He is dead
9. Q. When did he die?
Ans. The 7th July 1897
10. Q. What child or children or descendant of deceased child and heirs-at-Law did Louisa J. Butler leave surviving her. Give the name of their respective husbands and wifes, if they have any?
Ans. She left surviving her seven living children and no child or descendant of any deceased child: said seven living children were-
I. Kate Griffiss Butler, who is married to Deponent James H. Butler.
II. Fannie Griffiss Potts, who is married to Robert Potts.
III Ida Griffiss, who was and still is unmarried,
IV John T. Griffiss, who married Margaret Abell and died intestate on or about February 19th 1894, leaving surviving him, his wife, said Margaret Abell Griffiss and only one child Margaret Mary Griffiss, who is now about ten years of age.
V Edward Griffiss
VI Louise Burgess, wife of Edwin Burgess.
VII A. Foly Butler.
all said persons, now living, are parties to this cause, except Edward Griffiss, Louise Burgess and her husband, and A. Foly Butler, who have sold and conveyed their interests to the others as appears from the Exhibits filed with the Bill of Complaint.
11. Q. Please explain why it is that some of her children are known by the name of Griffiss and others by the name of Butler?
Ans. She was married first to John T. Griffiss; after his decease she married Thomas C. Butler.
12. Q. Did the said Louisa J. Butler leave surviving her any other children than those that you have named or did she leave surviving her any descendant of any child of hers who died before her?
Ans. No.
13. Q. Then the parties whom you have named are the only heirs-at-Law of Louisa J. Butler?
Ans. They are.
14. Q. Did she die testate or intestate?
Ans. She died without making a Will.
15. Q. Do you know the property described in a deed from Otho W. Eich-

allegey to Louisa Butler, marked Plaintiffs Exhibit A. and filed in this cause.
if yea, please describe them?
Ans. I know the property. The property is situated at the very top of the Severn River. at that point is not navigable for large vessels, only scows and ferries come up there and it is opposite to Indian Landing and consists principally of Wood land.
There is not much arable land there. The land was cleared of timber shortly after it came into possession of Mrs. Louisa J. Butler in 1864 and the best part of the timber was cut down then except around the house. There was a small dwelling house on it and there was a barn and a care-taker was there an black colored man by the name of "Grant" but the best portion of the improvements have been taken away, some in bad repair and some of them have been surreptitiously removed so there is no improvements on the property now, only the second growth of timber which is valuable on the land.
Since the present owner has come into possession of the property they have been trying to sell and the best offer they had up to the present time was $4,000 cash from Dr. Hammond and he is dead now.
16 Q. Please State whether or not in your judgment it would be for the benefit and advantage of the parties to this cause that the property should be sold, and if yea, give your reasons.
Ans. I think it should be sold from the fact that it is a dead loss to the estate at present. We are paying taxes the whole time upon $5,600, that the property has been assessed for and we get no revenue from it so that it is just an expense to the estate.
17 Q. How long has it been since any revenue has been derived from the estate?
Ans. I never received anything from it. The timber was cut off and then there was a care-taker but he never paid any rent for it and it was just a dead loss.
17 Q. Please State whether or not in your judgment it would be to the benefit and advantage of the parties in interest to make a distribution of the land instead of a sale.
Ans. To do that would incur expense: we would have to cut the property up in small farms and put improvements on it. I think it would be better to sell it in bulk.
18 Q. Please look at the paper now shown you, being Plaintiffs Exhibit G. and State whether or not you are familiar with the handwriting of the different parties whose names are affixed to said paper and if so state whether or not the signatures to said paper are true and genuine signatures of Kate Griffiss Butler, James H. Butler, Ida Griffiss, Margaret Abrel Griffiss, Margaret Abrel Griffiss, Guardian, Fanny Griffiss Potts, Robert Potts and Jacob F. Abrecht.
Ans. I don't know Mr. Abrecht's signature, I do know the hand-writing of the other parties you have named and the signatures affixed

to this paper are the genuine signatures of the parties to this cause.
19 Q. Please state whether in your opinion it would be for the benefit and advantage of the parties interested in said property and particularly of the infant defendant Margaret Mary Griffis that the sale contained in the paper you have in your hand namely; Plaintiffs Exhibit G. should be ratified and confirmed by the Court and give any reasons you have for any opinions you may express.
Ans. I most certainly think that this agreement should be ratified and confirmed by the Court, from the fact that we may have now some ready money and interest derived from the investment, whereas it is now a dead loss to the estate.
General Question:

Do you know or can you state any other matter or thing that may be of interest or benefit to the parties to this cause or either of them if so, state the same fully and at large?
Ans. Nothing else.

James H Butler

Counsel for the plaintiff now files with the Examiner Exhibits A. B. C. D. E. F. and G.

Frederick W. Feldner a witness of lawful age, produced on behalf of the plaintiff, deposeth and saith, as follows:
1. Q. By Mr. Shellin:
Do you know Jacob F. Albrecht?
Ans. Yes, I have known him for 20 years; he is a client of mine.
2. Q. Are you familiar with his signature, if yea, look at the paper marked Plaintiffs Exhibit G. filed in this case and say whether or not the signature Jacob F. Albrecht thereto affixed is in the genuine hand-writing of your client Jacob F. Albrecht.
Ans. It is.
General Question: Do you know or can you state any other matter or thing that may be of interest or benefit to the parties to this cause or either of them if so, state the same fully and at large?
Ans. No.

Fredk W. Feldner.

There being no other witnesses present and further time not being desired the testimony is herewith closed and returned to the Court.

Frank H. Starkett (Seal)
Examiner.

June-22' 1904.

Kate G. Butler, et al
vs.
Margaret Mary Griffiss
Infant, et al

In the
Circuit Court
for Anne Arundel County.
In Equity

Submission for Decree - 27th June - 1904.

The above cause is hereby submitted for decree, without argument
Emerson A. Timelin Solicitor for Plaintiffs
W. Cabell Bruce, Solicitor for Margaret Abell
Griffiss individually & as Guardian
R. Malcolm Hunter Guardian ad litem
for infant defendant.

Kate G. Butler, et al
vs.
Margaret Mary Griffiss
Infant et al

In the
Circuit Court
for Anne Arundel County.
In Equity

Decree - June 28th 1904.

The above cause, having been submitted for decree, the Bill of Complaint and the Answer thereto, the Replication, testimony and exhibits and all other proceedings in said cause were by the Court read and considered:
And the Court, upon hearing as aforesaid and examination into all the circumstances, being of the opinion that it would be for the interest and advantage of both the infant defendant and of the other persons interested therein that the contract made for the sale of the Real Estate mentioned and set forth in the Bill of Complaint should be confirmed.
It is therefore by the Circuit Court for Anne Arundel County, and by the authority thereof this 28th day of June 1904, Adjudged, Ordered, and Decreed that the contract set forth in the Bill of Complaint for the sale of the Real Estate belonging to the parties to this cause and more particularly described in these proceedings, to Jacob F. Abrecht for the sum of six thousand dollars, in cash, be and the same is hereby ratified and confirmed unless cause to the contrary be shown as hereinafter required;
And it is further adjudged, ordered and decreed That Richard A. Mullin be, and he is hereby appointed Trustee to consummate said contract and to execute a deed in accordance with the same, and that the course and manner of the proceedings of said trustee 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 the Court in the penalty of twelve thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any further decree or order in the premises. He shall then proceed to consummate said sale and shall report

said sale to this Court to the end that notice thereof may be given as required by the rules of this Court, and on obtaining the Courts finalratification of said 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, his heirs and assigns, the property hereinbefore to him sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from, or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to said Trustee as under the rules of this Court are allowed to Trustees in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Jas. Revell,
Associate Judge of the 5th
Judicial District of Maryland.

Bond Filed & Approved June 30-1904.

Know all men by these presents, That we Michael A. Mullin, of Baltimore City, Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand ($12,000) Dollars, to be paid to the said State, or its attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of June in the year of our Lord one thousand nine hundred and four- 1904.

Whereas, the above bounden Michael A. Mullin by virtue of a decree of Circuit Court for Anne Arundel County, In Equity has been appointed trustee to consummate the sale of the real estate mentioned in these proceedings in the case of Kate G. Butler et al vs. Margaret Mary Giffin Infant et al, now pending in said Court.

Now the Condition of the above Obligation is such, that if the above bounden Michael A. Mullin, 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 & 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
C. D. Martin

Michael A. Mullin (Seal)
Fidelity and Deposit Company
of Maryland
Per S. Marcellbann
Vice President

Attest: H. Nicodemus, Secretary

Corporate Seal

Kate G. Butler et al
vs
Margaret Mary Griffiss
Infant, et al

In the
Circuit Court
for
Anne Arundel County, In Equity.

Report of Sale. Filed 8 July 1904.

To the Honorable the Judges of said Court:

The Report of Michael A. Mullin, Trustee named in the decree passed in the above entitled cause on the 27th day of June, 1904, to consummate the contract of sale mentioned in these proceedings, respectfully shows:

That said Trustee having first filed with the Clerk of Your Honorable Court a bond in the penalty and with surety and conditioned as required by said decree, which bond was approved by Your Honorable Court, proceeded to consummate the sale mentioned in said decree, and now reports that the Real Estate mentioned in these proceedings has been sold to Jacob F. Albrecht of Baltimore City for the price or consideration of Six Thousand dollars to be paid in cash on the final ratification of said sale by Your Honorable Court, being the same price named in the Bill of Complaint and other papers heretofore filed in this cause.

And this Report is made to the end that notice by publication of said sale may be given, as required by said decree and by the rules of Your Honorable Court.

All of which is respectfully submitted

Michael A. Mullin
Trustee.

State of Maryland
Baltimore City, to wit

I hereby certify that on this seventh day of July, 1904, before me a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared Michael A. Mullin, Trustee, and made oath in due form of law that all the matters and things contained in the foregoing Report are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

Witness my name and Notarial Seal this 7th day of July, 1904.

(Notary seal)

John A. Helbig
Notary Public

Kate G. Butler, et al
vs.
Margaret Mary Griffiss et al

In the Circuit Court
for Anne Arundel County
No. 2622 In Equity.

Order Nisi 8th July 1904.

Ordered this 8th day of July, 1904 by the Circuit Court for Anne Arundel County, in Equity that the sale of the Real Estate mentioned in these proceedings made by the said parties to this cause on behalf of themselves and the infant defendant and reported by

Michael A. Mullen, Trustee appointed by decree of the Court to consummate said sale, be ratified and confirmed unless cause to the contrary be shown on or before the 8th day of August next: provided a copy of this order be inserted in some newspaper printed and published in Anne Arundel County, once in each of three successive weeks before the 8th day of August next.
The Report states the amount of sale to be $6,000.

George Wells Clerk.

Certificate Publication Order Nisi - Filed 8 July - 1904.

Annapolis Md. Aug-10-1904.

I hereby certify that the annexed Order Nisi in the matter of Kate G. Butler et al vs Margaret M. Griffis et al was published in The Maryland Republican a weekly newspaper published in the City of Annapolis once a week for three successive weeks before the 8th day of August 1904, the first insertion being made the 9th day of July 1904.

J. Oliver Martin
One of the publishers

Kate G. Butler et al
vs.
Margaret Mary Griffis et al

No. 2622 Equity
Circuit Court for
Anne Arundel County.

Order of Final Ratification of Sale - 18 July - 1904.

Ordered this 18th day of August 1904, the date of the submission of this report of sale for ratification that the sale made and reported by the 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 preceding order nisi: passed in said cause, and the Trustee is allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor, to whom this case is referred for the Statement of an Account.

Jas. Revell

In the case of
Kate Griffiss Buttler etal
vs.
Margaret M. Griffiss etal

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account - Filed 10 Sept 1904.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within trust account in which after allowance of costs, commissions and expenses of the Trustee and taxes to day of sale, he has distributed the balance to the heirs at law of the decedent as their respective interests appear.

Several of these heirs at law had sold their respective interests to other of them Co-tenants and hence said interests are correspondingly distributed.

The interest of Jno. J. Griffiss one of said heirs at law is distributed first to his widow as to her dower and secondly to said widow, as the Guardian of an infant child, she having produced evidence that she was such Guardian and had accordingly bonded

All of which is respectfully submitted

James W. Owens,
Auditor

N.B. The Auditor begs leave to state that in Auditing the several sums to the husband and wives, he has done so regarding the husbands potential right of Courtesy. The Trustee having informed the Auditor that both the husbands and wives would give him a release, on payment, as to such potential rights, which, when filed, as they are to be, will release the Trustee.

dr

The Trust Real Estate of Louise J. Butler in ac. with

Cr.

Michael A. Mullin Trustee

In the matter of the mortgage real estate of William Lomax and Priscilla Lomax his wife } No. 2631 Equity In the Circuit Court for Anne Arundel County

Mortgage and Note, Filed 16 June 1904.

This Mortgage made this twenty-fourth day of May in the year one thousand eight hundred and ninety-five by William Lomax and Priscilla Lomax his wife of the first part and Samuel R. Frazier of the second part all of Anne Arundel County in the State of Maryland, Witnesseth:

Whereas the said parties of the first part have this day received by way of loan an advance of Three Hundred and fifty dollars from the said Samuel R. Frazier party of the second part, for the proper payment whereof three years after date the said parties of the first part have passed to the said party of the second part their joint promissory note of even date herewith and for the payment of the said sum of Three Hundred and fifty dollars as also their six other joint promissory notes of even date herewith each for the payment of the sum of Ten dollars and fifty-cents and being for the semi-annual interest on said principal sum reserved.

And Whereas the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said loan.

Now this Mortgage Witnesseth that in consideration of the premises and of the sum of One Dollar the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said Samuel R. Frazier his heirs and assigns in fee simple

All that tract or part of a tract of land situate lying and being in the First Election District of Anne Arundel County, in the State of Maryland and located on the North side of Rhode River and East side of a creek called Cadles Creek and near the mouth thereof containing two acres one rood and nine square perches of land more or less and being the same property which was conveyed to the said William Lomax by Frank H. Hackett Trustee by deed dated on the twenty second day of September in the year eighteen hundred and eighty-seven and recorded among the Land Records of Anne Arundel County in Libro J.H. No. 33 folio 3&c. and therein fully described by metes and bounds courses and distances.

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 him the said Samuel R. Frazier his heirs and assigns forever.

Provided, that if the said parties of the first part, their heirs, personal representatives & assigns, shall well and truly pay the aforesaid sum

of Three hundred and fifty dollars, together with the semi annual interest thereon reserved according to the tenor of the aforesaid promissory notes 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 parties 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, and on the mortgage debt and interest hereby intended to be secured; which taxes, assessments, public dues charges, mortgage debt and interest together with all liens of whatever kind on said property the said parties of the first part 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 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 Samuel R. Thazin his personal representatives and assigns or Nicholas H. Green his or their Attorney or Agent at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel 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 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 whoever may be entitled to the same.

And the said parties of the first part for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at

least Three hundred dollars, and to cause the policy to be effected thereon 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 the lien or claim hereunder.

Witness, the hands and seals of the said Mortgagors

Test:
Jno. Randolph Magruder

William his × mark Lomax (Seal)
Priscilla × mark her Lomax (Seal)

State of Maryland,

Anne Arundel County, to wit:

I Hereby Certify, That on this Twenty fifth day of May in the year one thousand eight hundred and ninety five before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Lomax and Priscilla Lomax the wife, and each acknowledged the foregoing mortgage to be their act: and now at the same time before me personally appeared also Nicholas H. Green the Agent and Attorney of Samuel R. Frazier the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, that he is the Agent and Attorney of the within named mortgagee and as such Agent is authorized to make this affidavit.

Witness my hand & Notarial Seal

(Notary's seal) Jno. Randall Magruder
Notary Public.

Assignment.

Annapolis, Md, May 7- 1900.

For value received, I hereby assign the within mortgage to Nicholas G. Collison the amount due thereunder of this date being the sum of one hundred and twenty and 00/100 dollars with interest thereon from date.

Witness my hand and seal this 7 day of May 1900.

Witness: Nicholas H Green } Samuel R. Frazier (Seal)

Mortgage Note.

$350 00/100 Annapolis, Md, May 24th 1895.

Three years after date we promise to pay to the order of Samuel R. Frazier Three Hundred and fifty 00/100 dollars at Annapolis Md.

Value received, secured by a mortgage of this date No. 7-

Witness
Jno. Randall Magruder } William his × mark Lomax
Priscilla her × mark Lomax

Statement of Mortgage Claim - Filed 16th June 1904.

Statement of Mortgage claim of Nicholas G Collison against William Lomax and Priscilla Lomax.

To amount of mortgage debt when assigned to him on the 7th May - 1900	$120.50
To interest from Nov. 7 - 1900 to Dec. 28 - 1900	1.10
	121.60
By cash paid 28 Dec. 1900	25.00
	$96.60
To interest from 28 Dec. 1900 to day of sale	20.50
	$117.10
To amount paid for premium of Fire Ins. 1904	2.40

State of Maryland

Anne Arundel County, to wit:

I hereby certify that on this 16th day of June 1904, before me the subscriber a Deputy Clerk Limit Court for Anne Arundel County, personally appeared the within named Nicholas G. Collison and made oath in due form of law that the above statement is true and correct.

Wm. H. Woodward
Deputy Clerk

Bond Filed and Approved, June 22 - 1904.

Know all men by these presents, That we, Nicholas G. Collison, David W. Collison and George W. Taylor all of Anne Arundel County, are held and firmly bound unto the State of Maryland in the full and just sum of Two Hundred Dollars, to be paid to the said State, or its 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 twentieth day of June in the year one thousand nine hundred and four.

Whereas the above bounden Nicholas G. Collison is the assignee of a deed of mortgage dated the 24th day of May 1895, and recorded among the land records of Anne Arundel County in Libr J.C.B. No. 8 - folios 343 &c. from William Lomax and Priscilla Lomax, his wife and Whereas default has been made in the terms and conditions thereof by the failure to pay the principal sum and interest secured by said mortgage, and the said Nicholas G. Collison in execution of the power of sale in said mortgage is about to sell the property conveyed by said mortgage.

Now the condition of the above obligation is such, That if the above bounden Nicholas G. Collison does and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and vi-

true in law.
Signed, sealed and delivered in the presence of } Nicholas G. Collison (Seal)
D. W. Collison (Seal)
George W. Taylor (Seal)

Report of Sale, Filed 16 July 1904. & order nisi thereon pass'd.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County
The report of Nicholas G. Collison assignee of a mortgage from the above named William Lomax and Priscilla Lomax to Samuel R. Frazier filed in this case, 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 giving notice of the time, place manner and terms of sale by advertisement inserted in the "Maryland Republican" a newspaper published in Anne Arundel County and by hand bills circulated and posted in said county for at least twenty days before the day of sale, he did pursuant to said notice attend at the Court House in the city of Annapolis of said County on the 12th day of July 1904 at eleven o'clock A. M. that time and place under the power vested in him as assignee of said mortgage, proceed to sell the property mentioned and described in said mortgage.

He offered at public sale to the highest bidder the said property it being all of that lot of ground located on the north side of Rhode River and on the east side of Cadles Creek, containing two acres, one rood and nine square perches more or less, improved by a frame dwelling and stable, and being also the same property which was conveyed to the said William Lomax by Frank H. Stockett Trustee by deed dated the 22nd day of September 1887.

And he sold the same to William E. Brooks for the sum of Two Hundred and fifty-one dollars, he being at that sum the highest bidder therefor the terms of sale agreed upon being cash on the final ratification of the sale by this Court and the purchaser has this day paid the sum of One hundred dollars on account of the said purchase money.

Respectfully submitted,
Jas. R. Brashears
Solr.

Nicholas G. Collison
Mortgagee

State of Maryland,
Anne Arundel County, S.S.

I hereby certify that on this 12th day of July 1904, before me the subscriber a deputy clerk of the Circuit Court for Anne Arundel County, personally appeared, Nicholas G. Collison the assignee of Mortgagee named in the above report of sale and made oath in due form of law, that the matters and things statea in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made

Wm. E. Woodward
Deputy Clerk of the Circuit Court
for Anne Arundel County.

Order Nisi.

Ordered this 16th day of July in the year nineteen hundred and four that the sale of the property mentioned in these proceedings made and reported by Nicholas G. Colleson, assignee and mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of August 1904: provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 12th day of August 1904* The report states the amount of sale to be $2057.00

Geo. Wells, Clerk.

*Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 12th day of August 1904

Certificate Pub. Order Nisi Filed 18th August 1904.

Annapolis, Md. Aug. 16 1904.

I Hereby certify that the annexed Order Nisi in the matter of the mortgaged Real Estate of Wm. Lomax & Priscilla Lomax, was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 16 day of Aug. 1904. The first insertion being made the 23rd day of July 1904.

J. Oliver Martin
One of the publishers.

Order of Final Ratification - Aug. 17 1904.

Ordered by the Circuit Court for Anne Arundel County this 17 day of August 1904, that the sale made and reported by Nicholas G. Colleson, assignee be and the same is hereby finally ratified and confirmed, (the exceptions filed to the ratification of the sale having been overruled by the Court) no proper cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause: and the assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor to whom the case is referred for a statement of account.

Jas. Revell.

In the case of
The sale of the mortgaged
Real Estate of
William Lorraz

In the
Circuit Court
for
Anne Arundel County

Auditor's Report & Account. Filed 20th August 1904.

To the Honorable, the Judges of said Court.

The Auditor Reports to the Court that he has examined the proceedings in the above-entitled cause and from them has stated the within mortgage Account in which costs commissions expenses and taxes are paid and the mortgage debt in full.

There were two claims filed against the balance, one claimant basing his contention for it on the ground of expenses incurred in administration of the personal estate of the deceased mortgagor and that costs had been incurred by reason of a suit brought by the administration in his own right as a creditor. The other claim was based on a recorded judgment and as a judgment follows the proceeds of sale of real estate, the Auditor has allowed the Judgment claim which is paid in full except an amount of 42¢ interest.

All of which is respectfully submitted.

James W. Avirs,
Auditor

Dr. The Mortgaged real estate of Wm. Lomax deceased in ac. with Cr.

1904 Nicholas G. Collison Assignee

Nov 12	To the Assignee for commissions			$	17	57	1904 July 12	By proceeds of sale of	
"	" " " for expenses viz:							sale of real estate as	
"	" Advertising, Maryland Republican	$	28	00				per report filed	$ 251 00
"	" Auctioneer J. Roland Brady		6	00	34	00			
"	" The Assignee for Court Costs viz:								
"	" Solicitor	$	10	00					
"	" Clerk		10	20					
"	" Auditor		4	50	24	70			
"	" To Insurance pd by Assignee				2	40			
"	" Taxes as follows								
"	" State & County for year 1901		11	72					
"	" " " " " 1902		12	60					
"	" " " " " 1903		9	41	33	73			
"	" H. G. Collison assignee in full of Mortgage claim				$	117	10		
"	" Jno. H. White, Judgment creditor subject to exceptions (copy of Judgt filed, Costs J.R (W. Hall Clark Clerk)		1	65					
	costs of copy (W. F. Minnick			50					
	This Court on apl. of Judgment, interest		19	35	$	21	50		
					$	251	00		$ 251 00

In the Matter of the Sale of the Mortgaged Real Estate of Wm. Lomax } In the Circuit Court for Anne Arundel County No. 2631 Equity.

Order Nisi on Auditor's Report & Account 20th August 1904.

Ordered this 20th day of August 1904, That the Report and Account of the Auditor filed this day in the above entitled cause be Ratified and Confirmed unless cause to the contrary be shown on or before Monday the 12th day of September 1904. Provided a copy of this Order be inserted three consecutive weekly newspaper published in Anne Arundel County before the said 12th day of September 1904.

Jas. Revell

Certificate Pub. Order Nisi Filed 15 Sept. 1904.

Annapolis, Md, Sept. 14th 1904

I Hereby Certify, that the annexed Order Nisi in the matter of the mortgaged Real Estate of William Lomax, was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis once a week for three successive weeks before the 12 day of Sept 1904, the first insertion being made the 27th day of August 1904.

H. S. Kevlington
One of the Publishers

Final Order. 15 September 1904

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this day - 15th of September 1904, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although nothing appears to have as appeard by the annexed publication of foregoing Order Nisi, and that the Assignee apply the proceeds accordingly with due proportion of interest, as the same has been or may be received.

Jas Revell

John G. Rogers Atty
vs.
Robert W. Gheston &
Mary Dorsey Gheston his wife

No. 2649 Equity
In the Circuit Court
for
Anne Arundel County

Original Mortgage. Filed 4th August 1904.

U.S. Int. Rev. Stamp 2.75

This Mortgage, made this twenty-ninth day of December in the year one thousand eight hundred and ninety-three by Robert W. Gheston and Mary Dorsey Gheston his wife, of Anne Arundel County, in the State of Maryland,

Whereas we stand justly indebted unto Mrs. Dorothy Kraft of Howard County, Maryland in the full and just sum of sixty-five hundred dollars this day loaned upon our joint note of this date, drawn payable to the order of the said Dorothy Kraft one year from the date hereof and for the interest to accrue thereon payable half yearly have also passed to the said Dorothy Kraft one, two & three promissory notes each bearing even date with these presents, and drawn payable to her order six and three months from the date hereof, and to secure the prompt payment of the same have agreed to execute these presents.

Now This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of One dollar the said Robert W. Gheston and Mary Dorsey Gheston his wife, do grant unto Dorothy Kraft her heirs and assigns, in fee simple.

All those two tracts of land lying in said Anne Arundel County and which the said Robert W. Gheston, obtained by two deeds.

Firstly, all that farm Farm Known as "Richlands" and which Samuel H. Tagart, Executor of John F. Kreuelberg deeded to said Robert W. Gheston by deed dated 26th day of January, 1892, and is recorded among the Land Records of A.A.Co. in Libor J.H. No. 40 folio 415 &c. and containing 332/8 acres of land more or less.

Secondly. All that tract of Land containing 89¼ acres of land which Daniel Murray and wife conveyed to said Robert W. Gheston by deed dated Seventh day of February 1894, and is of record in Libor J.H. No. 46 folio 588 &c. being the same Vehicle Jas. H. Murray & wife conveyed to said R.W. Gheston by deed of Dec. 19/89 & of record in J.H. No. 37 fol 441 &c.

Together with the buildings and improvements thereupon: and the rights roads, ways, waters privileges, appurtenances, and advantages, thereto belong 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 Mortgagee her heirs and assigns forever.

Provided that if the said Robert W. Gheston, his heirs, personal representatives or assigns, shall pay or cause to be paid the hereinbefore recited promissory notes as they shall mature 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

Mortgagor 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 Mortgagor for themselves their heirs, personal representatives, and assigns, do hereby covenant to pay when legally demandable.

But if default be made in the 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 Mortgagee, her personal representatives and assigns, or Jno. S. Rogers 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 said Anne Arundel County, and such other notice, as by the said Mortgagee her personal representatives or assigns may be deemed expedient, which time, place, manner, and terms of sale may be such as said Mortgagee, or those making such sale may determine, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including all counsel fees and costs which may be incurred in collecting the mortgage debt and also 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 her 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 Mortgagors for themselves their heirs personal representatives and assigns, do further covenant to insure, and during existence of this Mortgage, to keep insured the improvements on the hereby mortgaged land to the amount of at least Five Thousand 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 her personal representatives and assigns to the extent of the lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

Test:
A. B. Brst

Robt M. Cheston (Seal)
Mary Dorsey Cheston (Seal)

State of Maryland,
Anne Arundel County, to wit:
I Hereby Certify, That on this 29th. day of December, in the year one thousand eight hundred and ninety nine, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Robt H. Chester and Mary Dorsey Chester his wife and did each acknowledge the foregoing Mortgage to be their act: And now at the same time, before me, personally appeared also the within named Mortgagor and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

Alfred B. Brez J. P.

To the acknowledgement of Robert H. Chester and Mary Dorsey Chester his wife.

State of Maryland,
Anne Arundel County, to wit.
I hereby certify that on this 30th. day of December 1899 before the subscriber a Notary Public of the County and State aforesaid personally appeared Jno. G. Rogers agent of the within named mortgagee and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth and did further make oath in due form of law that he is the duly authorized agent of the mortgagee and authorized by her to make this affidavit. And he also made oath in due form of law that neither he nor the mortgagee have required the mortgagor or either of them to pay the tax on the interest covenanted to paid in advance nor will she or he require the mortgagor, their agent or atty or any person for them to pay the same during the existence of this mortgage.
Witness my hand & notarial seal

Notary's Seal

J. Clayton Brewer
Notary Public

Bond- Filed & approved, Aug. 23-1904.

Know all men by these presents, that we, John G. Rogers and R. Dorsey Rogers of Howard County in the State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of twenty-thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 10th day of August 1904.

Whereas the above bounden John G. Rogers is about to execute the power of sale given him in a Mortgage from Robert H. Chester and wife to Dorothy Kraft dated 29th day of December 1899, and of record among the Land Records of Anne Arundel County in Libr G. H. No. 16-folios 253 &c

Now the condition of the above obligation is such, that if the above bounden John G. Rogers do, and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed sealed and delivered in the presence of Jno. G. Rogers

John G. Rogers (Seal)
R. Dorsey Rogers (Seal)

John G. Rogers, Attorney
vs
Robert M. Gheston &
Mary Dorsey Gheston his wife

In the Circuit Court
for
Anne Arundel County
In Equity.

Report of Sale. Filed 8th September 1904.

To the Honorable the Judge thereof:

The Report of Jno. G. Rogers Attorney respectfully shows:

1st That heretofore to wit on the 29th day of December 1899, a certain Robert M. Gheston & wife of Anne Arundel County executed a mortgage to Dorothy Kraft to secure the sum of Six Thousand and five hundred dollars and the interest to accrue thereon, which mortgage is filed as an exhibit in this case

2nd That said mortgage contained to a clause empowering your orator, in case of default to sell said mortgaged property.

3rd That said Robert M. Gheston departed this life in April last Intestate: and there being default in the prompt payment of the interest, and at the request of the the deed of the late Robert M. Gheston your orator proceeded to execute the power of sale aforesaid. That the manner of his proceedings was as follows:

That after giving notice of the time place, manner and terms of sale by advertisements published in the "Maryland Republican" and the "Advertiser" two weekly newspapers published in Anne Arundel County for more than twenty days next before the day of sale, and by hand bills circulated throughout the neighborhood of said property, and after giving Bond duly approved by the Clerk of this Court, he did in pursuance of said notices attend in person at the Court House door in the Annapolis on Wednesday the 31st 1904, at eleven thirty O'clock A. M. and sold the same to Mary Dorsey Gheston for the sum of ten thousand and five hundred dollars ($10,500) she being there and there the highest bidder therefor.

And as in duty bounded &c.

Jno. G. Rogers
Attorney.

State of Maryland
Howard County Sct:

I hereby certify that on the seventh day of September 1904, before the subscriber a Notary Public of the State and County aforesaid, personally appeared Jno. G. Rogers Attorney, and made oath

in due form of law that the matters and things set forth in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

In Testimony whereof I have hereunto set my hand and affixed my Notarial Seal the day afore mentioned.

(Notary Seal) W. R. Dorsey Notary Public

John G. Rogers, Attorney
vs.
Robert M. Chester
} In the Ct. Ct.
for A. A. County
No. 2649 Equity

Order Nisi: September 8th 1904.

Ordered this 8th day of September A. D. 1904, that the sale of the property mentioned in these proceedings made and reported by Jno. G. Rogers atty of the real estate of Robert M. Chester & wife be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th day of October next. provided a copy of this order be inserted in some paper published in Anne Arundel County once in each of three successive weeks before the said 8th day of October next.

The report states the amount of sale to be $105.00.

Geo. Wells, Clerk.

Jno. G. Rogers Attorney
vs.
Robert M. Chester & wife
} In the Circuit Court
for Anne Arundel County
September Term 1904.

Order Final Ratification Sale 10th October 1904

Ordered by the Court, This Tenth day of October 1904, that the sale made and Reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by this Order Nisi passed in said cause; and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor, to whom the case is referred.

Jos. Revell.

Certificate Pub. Order Nisi. Filed 10 Oct 1904

Annapolis, Md, Oct. 10 - 1904

I hereby certify that the annexed Order Nisi in the matter of John G. Rogers Atty, vs. Robert M. Chester & Mary Dorsey Chester, his wife, was published in the Maryland Republican a weekly newspaper published in the City of Annapolis once a week for three successive weeks before the 8th day of October 1904, the first insertion being made the 10th day of September, 1904.

H. S. Kenchington
One of the publishers

Mortgage- Filed 10th Oct- 1904.

This Mortgage, made this first day of September in the year nineteen hundred and three by Robert M. Cheston and Mary Dorsey Cheston his wife of Anne Arundel County in the State of Maryland, Witnesseth: We owe Dorothy Kraft thirty-five hundred dollars upon our joint promissory note of this date drawn payable to the order of said Dorothy Kraft, two years from this date and have also passed to the said Dorothy our four other promissory notes of this date, each being for the sum of one hundred and five dollars, and drawn payable to her order six, twelve, eighteen, and twenty-four months after the date of these presents, and secure the prompt payment of the same we have agreed to execute these presents.

Now therefore this mortgage Witnesseth that, in consideration of the premises and of the sum of one dollar, the said Robert M. Cheston, and Mary Dorsey Cheston do grant unto Dorothy Kraft her heirs and assigns in fee simple those two pieces or parcels of land lying in Anne Arundel County constituting the farm upon which the Mortgagors now reside and which the said Robert M. Cheston obtained as follows: viz: 1st All that tract of land known as "Richlands" which Samuel H. Taggart Executor of John T. Kunkelberg deceased conveyed to the said Robert M. Cheston by deed dated 26th day of January 1892, and is recorded in Libre S.H. No. 40- folio 415 &c. one of the Land Records of Anne Arundel County.

2ndly All that tract of land which Annie H. Murray and wife conveyed to the said Robert M. Cheston by deed bearing date February seventh 1894, and is recorded in Libre S.H. No. 46- folio 58 &c. one of Anne Arundel County Records) it being the same tract of land which James H. Murray & wife conveyed to said Robert M. Cheston by deed dated December 19th 1894 and is recorded in Libre S.H. No. 37 folio 441 &c. of said A.A. Co. Land Records.

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 parcels of ground and premises unto and to the proper use and benefit of Dorothy Kraft her heirs and assigns forever.

Provided that if the said Robert M. Cheston his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of thirty-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 mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public debts 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 Mortgagors for themselves 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 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 Dorothy Kraft her personal representatives and assigns, or Jno. G. Rogers as 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 the manner following: viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee her personal representatives or assigns may be deemed expedient: and in 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 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 her 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, does 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 ~~the~~ one half the percentage allowed as commissions to trustees to make sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses costs and commission the said Mortgagors for themselves their heirs personal representatives and assigns do hereby covenant to pay: and the said Mortgagee her personal representatives or assigns & Jno G. Rogers their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof un-

less the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission.

And the said Robert M. Cheston 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 or his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least thirty five 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 Mortgagee her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee her personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:
Alfred B. Brest

Robert M. Cheston (Seal)
Mary Dorsey Cheston (Seal)

State of Maryland,
Anne Arundel County, to wit:

I Hereby Certify, that on this first day of September in the year nineteen hundred and three before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Robert M. Cheston and Mary Dorsey Cheston his wife the Mortgagors named in the foregoing Mortgage and each acknowledged the aforegoing Mortgage to be their act.

Alfred B. Brest, J.P.

State of Maryland,
Howard County, Sct:

I hereby certify that on this 3 day of September, A.D. 1903, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jno. G. Rogers, agent of the within named Mortgagee and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and further made oath that neither he nor the mortgagee have required the mortgagors their agent or attorney, or any person for the said Mortgagors to pay the tax levied ~~levied~~ upon the interest covenanted to be paid in advance nor will he or said Mortgagee require any tax levied thereon to be paid by the Mortgagors or any person for them during the existence of this mortgage. And the said Jno. G. Rogers further made oath in due form that he is the duly authorized agent of the Mortgagee & authorized by her to make this affidavit.

In Testimony Whereof I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

Notary's seal

Thos. H. Hunt Jr.
Notary Public

Mortgage Note- Filed 10th October-1899.
Howard, A.A.Co. Md. Dec. 30- 1899

One year after date we jointly and severally promise to pay to the order of Mrs. Dorothy Kraft the sum of Six Thousand and five hundred dollars Value received

$6,500.00

Robt M. Chester
Mary Dorsey Chester

$3500.00/100 Sept. 1st 1903

Two years after date we promise to
Pay to Dorothy Kraft, or order
Thirty-five hundred Dollars
for value received, Negotiable and Payable at
The Patapsco National Bank of Ellicott City, Md.

Robt M. Chester
Mary Dorsey Chester
P.O. Howard A.A.Co. Md.

$105 Sept. 1st 1903

One year after date we promise to
Pay to Dorothy Kraft, or order
One hundred and five dollars
for value received, Negotiable and Payable with- at
The Patapsco National Bank of Ellicott City Md.

Robt M. Chester
Mary Dorsey Chester
P.O. Howard, A.A.Co. Md.

In the case of
Jno G. Rogers
vs.
Robt M. Chester

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report and Account Filed Oct. 27- 1904.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within entire account, in which commissions cost and expenses are first allowed and the balance is audited to the mortgagee in part payment of mortgage debt, a balance of 294.00 still remaining unpaid.

All of which is respectfully submitted.

James W. Owens
Auditor

The Mortgaged Real Estate of Robt. M. Clinton in ac with Jno. G. Rogers Attorney

Cr.

Thomas J. Jackson
vs.
Captola Mc. Carter
Elmwood Mc. Carter and
Mary Mc. Carter his wife
and Roland Mc. Carter

In the
Circuit Court
for
Anne Arundel
County.
No. 2052 Equity

Bill of Complaint. Filed 13th April 1898.

To the Honorable, The Judges of the Circuit Court for Anne Arundel County.
Your orator who sues, as well for himself as for all other creditors of William J. Mc. Carter, Jr., late of Anne Arundel County deceased, who will come in and contribute to the expense of this suit, complaining says:
First: That the said William J. Mc. Carter Jr. was in his lifetime, indebted unto your orator in the full and just sum of ninety-six dollars and twenty-three cents ($96 23/100) for Sundry Goods and things chargable in account as will fully appear by reference to a statement of his account, herewith filed as part here of marked Exhibit "A" and sworn, also indebted unto your orator in the full and just sum of forty dollars on a certain promissory note dated the fifth day of May 1894, and payable twelve months after date thereof, as will fully appear by reference to said note herewith filed as part here of marked "Exhibit B"
Second: That the said William J. Mc. Carter Jr. being so indebted as aforesaid unto your orator, and also unto divers other persons, and having real estate of small value, but no personal property, departed this life in the year eighteen hundred and ninety-six intestate, and leaving a widow, the said Captola Mc. Carter, who is of full age and resides in Anne Arundel County in the State of Maryland, and two children whose names are Elmwood Mc. Carter and Roland Mc. Carter and who are his only heirs at law the said Elmwood Mc. Carter intermarried with Mary Mc. Carter both of whom are of full age of twenty one years and reside in said County, and the said Roland Mc. Carter is an infant under the age of twenty one years unmarried and reside in said County.
Third: That the said William J. Mc. Carter Jr. having no personal estate to be administered the said real estate is subject to the payment of the claims of your orator.
Fourth: That the real estate of the said William J. Mc. Carter Jr. deceased or so much thereof as may be necessary for the purpose may be sold for the payment of said debts.
Fifth: That your orator may have such other and further relief as his case may require.
May it please your Honor to grant unto your orator the writ of subpoena directed to the said Captola Mc. Carter Elmwood Mc. Carter, Mary Mc. Carter adults, and Roland Mc. Carter an infant, all residing in said Anne Arundel County, Commanding them and each of them

to be and appear in this Court, on or before some certain day to be named therein to shew cause if any they have, why a decree ought not to be passed as prayed
And as in duty bound etc.

Jas. B Brashears Solicitor
for Complainants

Exhibit A= Filed 13- April- 1898
Open Account (see papers)

Exhibit = Filed 13- April- 1898
Note (see original papers)

Subpoena issued as prayed and returned summoned
Frank S. Revell Shff.

Thomas J. Jackson
vs
Capitola Mc. Carter
Dunwood Mc. Carter
and Mary Mc. Carter his wife
and Roland Mc. Carter

In the
Circuit Court
for
Anne Arundel County
In Equity.

Answer of All the defendants-
Filed 24th July- 1902.

The joint and seprate answer of Capitola Mc. Carter Dunwood Mc. Carter and Mary Mc. Carter his wife and Roland Mc. Carter to the Bill of Complaint of Thomas J. Jackson against them in this Court exhibited respectfully stated.

First. That since the filing of said bill of complaint the defendant Roland Mc. Carter who was an infant under the age of twenty-one years has reached the age of twenty one years of age and is no longer an infant.

Second. These defendants admit all the matters and things charged in said bill of Complaint to be true as therein set forth except that they deny that the said William J. Mc. Carter, Jr., was indebted unto the said Thomas J. Jackson as set forth in said Bill of Complaint and these defendants hereby consent to the passage of a decree for the sale of the land of which the said William J. Mc. Carter died seized and possessed and the defendant Capitola Wheeler widow of the said William J. Mc. Carter Jr. hereby expressed her willingness to commute her dower interest in said land.

Third. These defendants hereby reserve unto themselves the right after the sale of said lands upon a Statement of the Auditors account in the case to show in what amount, if any the said William J. Mc. Carter Jr. was indebted unto to the said Thomas Jackson.

And as in duty &c.

Robert Moss,
Solicitor for all the defendants.

Thomas J. Jackson
vs
Capitola Mc. Carter et al

No 2053 Equity
Circuit Court for
Anne Arundel County.

General Replication - Filed 25 July - 1902.

To the Honorable the Judges of the said Court.

The plaintiff joins issue on the matters alleged in the answer of Capitola Mc. Carter, Winwood Mc. Carter, Mary Mc. Carter, his wife and Roland Mc. Carter so far as the same may be taken to deny or avoid the allegations of the bill.

Jas. R. Bradway
Solicitor for Plaintiff

Thomas J. Jackson
vs
Capitola Mc. Carter and others

No. 2052 Equity
In the Circuit Court
for Anne Arundel County

Decree for Sale July 30th 1902.

This cause standing ready for hearing and being submitted by the respective solicitors for the parties by agreement in writing hereon, and the proceedings read and considered. It is therefore this 30th day of July in the year nineteen hundred and two by the Circuit Court for Anne Arundel County adjudged, ordered and decreed that for the payment of the debts of the said William J. Mc. Carter, Jr. deceased, the real estate of said William J. Mc. Carter Jr. in these proceedings mentioned (the same being all that lot of ground containing sixteen acres, more or less, which was allotted and assigned to him by the final decree of partition passed on the 19th day of April 1894, in the case of Wm. J. Mc. Carter et al vs Annie J. Mc. Carter et al No. 1628 Equity in the Circuit Court for Anne Arundel County; and all that lot of ground containing one acre more or less, which was conveyed to the said William J. Mc. Carter Jr. by William J. Mc. Carter & wife by deed bearing date the 30th day of June 1890 and recorded among the land records of said county in Libre J. H. No. 37. folios. 381 &c.) be sold: that Robert Moss and James R. Bradway be and they are hereby appointed Trustees to make said sale and that the terms and manner of their proceedings shall be as follows: they shall first file with the clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court, or the clerk thereof in the penalty of six hundred dollars ($600.00) conditioned for the faithful performance of the trust reposed in them by this decree, or to be 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 adver-

thereof, inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper of the time, place, manner and terms of sale, which terms shall be one-third cash one third in six months and one-third in twelve months, or all cash at the Option of the purchaser or purchasers the credit portions to bear interest and to be secured to the satisfaction of the trustees, and as soon as may be convenient after such sale or sales the said trustees shall return to this Court a full and particular account of his proceedings relative to such sale, an amended 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 plaintiff and defendant, 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 commissions to the said trustee 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.

And at the time of advertising said sale the trustees are directed to give notice to the creditors of said William J. McCarter Jr. deceased to file their claims with the vouchers thereof with the Clerk of this County on or before the advertised day of sale. The claims of the creditors in this case to avoid the further action of this Court.

Jas. Revell

We hereby admit that the real estate of which of the said William J. McCarter died seized and possessed is correctly referred to in the above decree and we do hereby assent to the passage of said decree

Jas. R. Brashears
Solr for Complainant.
Robert Gross Solicitor
for defendants

Since the filing of the Bill in this case it appears that the defendant Roland McCarter has attained his majority & has answered by Attorney.

Jas Revell

Bond Filed and approved Aug-6-1902.

Know all men by these presents, That we Robert Moss, James R. Brashears Matilda Mc. C. Brashears, and Charles G. Feldmeyer are held and firmly bound unto the State of Maryland in the full and just sum of six Hundred 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 thirtieth day of July in the year one thousand nine hundred and two.

Whereas the above bounden Robert Moss and James R. Brashears by virtue of a decree of the Circuit Court for Anne Arundel have been appointed trustees to sell the property mentioned in the proceedings in the case of Thomas J. Jackson, against Captola Mc. Carta et al, No. 2052 Equity now pending in said Court.

Now the Condition of the above obligation is such that if the above bounden, Robert Moss and James R. Brashears, do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of.
A. Mk. Cullough, as to Jas. R. Brashears
Matilda Mc. C. Brashears
As to Robert Moss and Chas G. Feldmeyer, W. H. Woodward

Robert Moss (Seal)
Jas R. Brashears (Seal)
Matilda Mc. C. Brashears (Seal)
Charles G. Feldmeyer (Seal)

Thomas J. Jackson
vs.
Captola Mc Carta et al

No. 2052 Equity
In the Circuit Court
for Anne Arundel County.

Report of Sale. Filed 28th August 1902.

To the Honorable the Judges of the Circuit Court for Anne Arundel County.

The Report of Robert Moss and James R. Brashears, Trustees appointed by a decree of the said Court passed in the above entitled case on the 30th day of July 1902 to make sale of the real estate therein mentioned, respectfully shew:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree and giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Maryland Republican a newspaper published in said County, and by hand bills extensively circulated in said county for at least three successive weeks before the day of sale, they did pursuant to said notice attend at the Court House door in the city of An-

napolis on Tuesday the 26th day of August 1902 at eleven o'clock A.M. and then and there proceed to sell said property in manner following that is to say:

They offered at public auction all that tract of land mentioned and described in the proceedings in above entitled case situate in the First Election District of said County near Mayo Post Office containing seventeen acres more or less, and sold the same to Samuel B. Hardy at and for the sum of Three Hundred and twelve dollars and fifty cents ($312.50) and that the said purchaser has paid the sum of fifty dollars cash and has agreed to comply with the terms of sale, as will appear by his agreement filed herewith as part of this Report

Respectfully submitted

Robert Gross Trustees
Jas. R. Brashears

State of Maryland,
Anne Arundel County, to wit:

I Hereby certify that on this 28th day of August in the year nineteen hundred and two before me the Subscriber, a deputy clerk of the Circuit Court for Anne Arundel County personally appeared the within named James R. Brashears and Robert Gross and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

Wm. H. Woodward,
Deputy Clerk

Thomas J. Jackson &c. vs Captola McCarter et al. } No. 2052 Equity
In the Circuit Court
for Anne Arundel Co.

Order Nisi 28 August 1902.

Ordered this 28th day of August in the year nineteen hundred and two that the sale of the property mentioned in these proceedings made and reported by Robert Gross and James R. Brashears 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 29th day of September next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 29th day of September next.

The report states the amount of sale to be $312.50

Geo. Wells, Clerk.

Certificate Pub. Order Nisi - Filed 1st Oct. 1902.
Annapolis, Md. Sept. 29-1902.

I Hereby certify that the annexed Order Nisi in the matter of Thos. J. Jackson vs Captola McCarter No. 2052, was published in the Evening-

Land Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 29th day of Sept. 1902, the first insertion being made the 30th day of August 1902.

J. Oliver Martin
One of the Publishers,

October 1st 1902 Order of Final Ratification of Sale.

Ordered by the Circuit Court for Anne Arundel County this first day of October 1902, that the sale made and reported by the trustees aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause; and the trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor to whom this case is referred.

Jas. Revell.

Hand Bill - Filed 28th August 1902.

Agreement of purchaser filed with report of sale
28th August 1902

I Samuel B. Hardy, having this day purchased from Robert Moss and James B. Brashears, Trustees, the property described in the within hand bill at and for the sum of three hundred and twelve dollars and fifty cents ($312.50) I do hereby agree to comply with the terms of sale as prescribed by the decree.

Witness my hand and seal this 28th day of August A. D. 1902.

Witness: Jerry L. Smith } Samuel B. Hardy (Seal)

In the case of
Thos. J. Jarboe
vs.
Capitola Mc. Carter et al

In the Circuit Court
for
Anne Arundel County.
In Equity.

Auditor's Report & Account - Filed 23 Dec. 1902.

To the Honorable, the Judges of Said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within Account in conformity to law and the Equity Rules of this Court.

All of which is respectfully submitted.

James W. Clarke.
Auditor

192

Dr.

The undivided real estate of Wm. J. McCarter deceased in ac with

Cr.

Robt Moss & Jas. R. Brashears, Trustees.

1902							1902			
Aug 26.	To the Trustees for Commissions				$	21	75	Aug 26.	By proceeds of sale of real estate as per report filed	$312 50
" "	" " " " " " " " Expenses viz:									
" "	" Advertising, Ind Republican	$	20	00						
" "	" Auctioneer J. Roland Brady		10	00		30	00			
" "	" The Trustees for Court Costs viz.									
" "	" Plaintiffs Solicitor	$	10	00						
" "	" Defendants "		10	00						
" "	" Clerks Circuit Court		12	95						
" "	" Sheriff A. A. Co.		1	80						
" "	" Auditor		4	50		39	25			
" "	" The Trustees for taxes, viz:									
" "	" State & County taxes for 1899.	$	15	21						
" "	" " " " " for 1900		16	84						
" "	" " " " " " 1901		11	80	$	43	85			
" "	" Baptola McCarter widow for dower age 45 to 57 2/17					20	90			
" "	The following creditors at the rate of 75 03/100 on the dollar									
" "	" Dr. Jno. Collinson		72	00		54	00			
" "	" Thos J. Jackson open ac.		96	23		72	75			
" "	" Thos J. Jackson note		40	00		30	00			
					$	312	50			312 50
	To amount of interest rcvd		21	32						
	By amt allowed Mrs. McCarter $2.51									
	Less " less 2.51 / 25¢ can									
	By " allowed Dr. Collinson 64% 2.26		5	84						
	" " " Jackson 12.33 1/3 11.10									
	" " Commission 2.11		21	31						

Order June 2d 1903 Ratifying Auditor's Report & Account
In the Circuit Court for Anne Arundel County.

Ordered by the Court, this day 3rd of May June 1903 that the aforegoing Report and Account of the Auditor this day submitted for ratification be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with due proportion of interest as the same has been or may be received.

Jas. Revell.

In the matter of the sale of the mortgaged real Estate of Harriet M. Sellman } No. 2637 Equity In the Circuit Court for Anne Arundel County.

Mortgage - Filed 28th June 1904.

This Mortgage, made this First day of February in the year one thousand eight hundred and eighty nine by Harriet M. Sellman of the first part and William H. Thompson of the second part, both of Anne Arundel County in the State of Maryland

Whereas the said Harriet M. Sellman has passed her promissory note to the said William H. Thompson for the sum of one thousand dollars bearing even date herewith and payable three years after date being for money this day loaned her by him and has also passed Her six other promissory notes to him for the semi-annual interest on said principal sum of even date herewith each for the sum of thirty dollars and payable at intervals of six months respectively from the date of these presents and each other, And the better to secure the payment of said notes at their respective maturity she executes these presents.

Now this Mortgage Witnesseth that in consideration of the premises and of the sum of One Dollar the said Harriet M. Sellman does grant unto the said William H. Thompson in fee simple all those two pieces or parcels of ground situate, lying and being in the County aforesaid and described as follows, to wit:

Being the Lands which were conveyed to the said Harriet M. Sellman from Charles W. Sellman and Louis M. Sellman by deed of partition by and between them and the said Harriet M. Sellman and which land is fully and particularly described by metes and bounds courses and distances in said partition deed dated the 17th day of February in the year 1882, and recorded in Libre J. H. No 19 folio 362 of the Land Records of said county and containing one hundred and fifty seven acres two roods and twenty-nine square perches of land more or less.

Together with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, and appurtenances 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 William H. Thompson his heirs and assigns forever.

Provided that if the said Harriet M. Sellman her heirs, executors, administrators or assigns shall pay the said mortgage debt and punctually pay the semi-annual interest thereon according to the tenor of said promissory notes as they respectively mature and shall perform all the covenants herein on her part to be performed, then this Mortgage shall be void.

And it is agreed, that until default be made in the premises, the said

mortgagors shall possess the aforesaid property upon paying in the mean-
time, all taxes and assessments, public dues and charges of every kind levied
or assessed, or to be levied or assessed on said hereby mortgaged property,
and on the mortgage debt and interest hereby intended to be secured:
which taxes, assessments public dues, charges, mortgage debt and interest
the said Harriet M. Sellman for herself 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 limi-
ted 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 William H. Thompson his administrators and assigns or
Edward C. Gantt 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 the same and said 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 pri-
nted in said county and such other notice as the party selling
deems proper and in the event of a sale of said property under
the powers hereby granted, the proceeds arising from such sale to
apply first, to the payment of all expenses incident to such
sale, including all counsel or attorneys fees and a commission
to the party making sale of said property equal to the commission
allowed Trustees for making sale of property by virtue of a decree
of a Court having equity jurisdiction in the State of this land:
Secondly, to the payment of all claims of the said Mortgagee
her 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 rep-
resentatives or assigns or to whoever may be entitled to the same.
Witness, her hand and seal this 1st day of February in the year
1889
Test
A. B. Howard } Harriet M. Sellman (Seal)

State of Maryland,
Anne Arundel County, to wit:
I hereby certify, that on this first day of February in the year one
thousand eight hundred and eighty nine, before the Subscriber
a Justice of the peace of the State of Maryland, in and for said
County aforesaid personally appeared Harriet M. Sellman and
acknowledged the aforegoing Mortgage to be her act.
A. B. Howard, J. P.

State of Maryland, Anne Arundel County, to wit:
On this 4th day of February 1889 before me the subscriber a Justice of the peace of the State of Maryland in and for Anne Arundel County personally appeared Edward C. Gantt Attorney and Agent named in the within mortgage and made oath in due form of law that the consideration expressed in said mortgage is true and bona fide as therein set forth and that he is the agent and attorney for the said mortgagee

W. H. Gladeaway, J.P.

Assignment - Filed 28th June 1904.

For value received we hereby assign the within mortgage to James U. Thomas, Trustee

Witness our hands and seals this sixth day of June, nineteen hundred and four

Test: Mary Riordan

Jane A. Thompson (Seal)
Amanda V. Roe (Seal)
Executors of William H. Thompson

Mortgage Note - Filed 28th June - 1904.

$1000.00 February 1st 1889

Three years after date I promise to pay to the Order of William H. Thompson One Thousand ——— Dollars.

At:

Value received (secured by mortgage)

No. 7-

Due - Feb. 1 - 1892

Harriet U. Sellman

Bond Filed & Approved June 28 - 1904.

Know all men by these presents, That we, James U. Thomas and The Fidelity and Deposit Company of Maryland are held and firmly bound unto 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 twenty second day of June in the year one thousand nine hundred and four.

Whereas, the above bounden James U. Thomas, in execution of a power of sale contained in a mortgage from Harriet U. Sellman to Wm. H. Thompson dated February 1st 1889, recorded in Land Records of Anne Arundel County in Libor D.H. No. 34 fol. 308 and duly assigned to said James U. Thomas is about to sell the property in the said mortgage described and thereby conveyed, the said mortgage being in default.

Now the condition of the above obligation is such, that if the above abo

bounden James H. Munroe assignee do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law

Signed, sealed and delivered in the presence of Mary Riordan

James H. Munroe (Seal)
Equity & Deposit Company of Maryland (Seal)
By S. Wheidebaum (Seal)
Attest Thos. L. Berry (Seal)

In the matter of the sale of the Mortgaged Real Estate of Harriet H. Sellman

No. 2637 Equity
In the Circuit Court
for Anne Arundel County.

Report of Sale Filed 12 July 1904

To the Honorable, The Judges of said Court.

The report of James H. Munroe, assignee, respectfully shows:

That he did give bond with approved security in this cause and that he did give more than three weeks' notice of the time, place, manner and terms of sale of the property in the said mortgage mentioned and described and filed in this cause by advertisement in the Maryland Republican and in the Anne Arundel Advertiser, two newspapers printed and published weekly at Annapolis, Maryland and also gave notice of the time, place, manner and terms of sale by handbills which he caused to be circulated in the neighborhood of the said property, and pursuant to said notices of sale, he did attend in person at the Court House door in the city of Annapolis, Maryland, on Tuesday the 5th day of July, 1904, at 11:15 O'clock A. M. the time and place designated for the said sale, and then and there proceed to offer the said property to public sale, and sold the same then and there to Harriet H. Sellman, she being then and there the highest bidder therefor, at and for the sum of thirteen hundred dollars, the said bid being made for and on her behalf by her brother, Charles H. Sellman.

All of which is respectfully submitted.

James H. Munroe, Assignee

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this 12th day of July in the year 1904, before me the subscriber, a deputy clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James H. Munroe, assignee, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated and that said sale was fairly made.

Wm. H. Woodward
Deputy Clerk, Circuit
Court for Anne Arundel
County.

We hereby agree to the immediate ratification of the above reported sale, and the purchaser on her part hereby tenders herself ready to pay in cash the purchase money of the said property upon delivery of the deed

Harriet W. Sellman
Mortgagor and purchaser
James W. Munroe
Assignee, Trustee.

Order July 15th 1904.

Ordered by the Circuit Court for Anne Arundel County in Equity this fifteenth day of July in the year nineteen hundred and four upon the assent of the Parties in interest endorsed hereon in writing that the above reported sale of the real estate of Harriet W. Sellman, made by James W. Munroe, assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown and none appearing to the Court and this cause is now referred to the Auditor to state an account of the proceeds of sale of the mortgaged property.

J. Thomas Jones.

In the case of
The Mortgaged Real Estate
of Harriet W. Sellman

In the
Circuit Court
for Anne Arundel County.

~~Order~~ Auditor's Report & Account, Filed 10th August 1904.

To the Honorable, the Judge(s) of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account in conformity to the rules of Court and the rights of the parties mortgagee and mortgagor and distributed the fund accordingly.

All of which is respectfully submitted.

James W. Munroe,
Auditor.

The Mortgaged Real Estate of Harriet M. Hellman in ac with Cr.

14	James M. Timmons, Assignee						
75	By Assignees Commission as per nice of Court		69	50	1904 July 5	To proceeds of sale as per assignees report of sale	1,300 00
	By costs of Clerks of Court		8	60			
	By solrs appearance fee		10	00			
	By Auctioneer (Julian Brewer)		10	00			
	By Auditor		4	50			
	By advtg sale in A. A. Advertiser and Legal Gaz		14	00			
	By advtg sale in Maryland Republican		12	00			
	By mortgage debt and int		1085	83			
	By taxes (1902)		29	57			
	By this bale to mortgagor		56	00			
			1300	00			

Statement of Mortgage

To mortgage debt	1000	00
To Int. from July 1st 1903 to July 5-1904- 1 yr. 5 m. 5 days	85	83
	1085	83

In matter of Sale of Mortgaged Real estate of Harriet M. Sellman } In the Circuit Court for Anne Arundel County No. 2637 Equity

Order 16th Nov. 1904 Ratifying Auditor's Report & Account

Ordered by the court this day 16th of November 1904, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

Jas. Revell.

Thomas F. Bottomley
vs
W. Joshua Lockerman

No. 2653 Equity
In the Circuit Court
for Anne Arundel County.

Copy of Mortgage Filed 16 August 1904.

This Mortgage, made this Fourteenth day of August in the year nineteen hundred and three by and between W. Joshua Lockerman and Christina Lockerman his wife, and W. James Lockerman, parties of the first part and Thomas F. Bottomley, party of the second part, all residing in Anne Arundel County, in the State of Maryland.

Whereas, the said W. Joshua Lockerman is at this time truly and justly indebted unto the said Thomas F. Bottomley in the sum of Three Thousand Dollars being for money this day loaned, and for the payment of which the said Joshua W. Lockerman has passed unto the said Thomas F. Bottomley his promissory note bearing even date herewith, for the sum of Three Thousand ($3000.00) Dollars, payable in five years after the date with interest thereon payable meanwhile semi-annually.

And whereas, the execution of the mortgage to secure the payment of said promissory note and interest as, and when the same shall become due and payable, and the performance of the covenants and conditions herein contained, this mortgage is executed.

Now, Therefore, This Mortgage Witnesseth, That for and in consideration of the premises and the sum of Five Dollars the said W. Joshua Lockerman and Christina Lockerman, his wife and the said W. James Lockerman, do hereby grant and convey, the following described property real and personal according to their respective interests therein unto the said Thomas F. Bottomley his heirs, personal representatives and assigns as follows. All that tract of land or farm containing two hundred and twenty-six acres more or less, known as the Home Farm where the late Oliver H. Williams resided at the time of his death. Being part of the Lands which were heretofore conveyed by Oliver H. Williams, to Mary J. Williams by a certain deed dated September 18th 1875, and recorded among the Land Records of Anne Arundel County in Libor J. H. No. 9 folio 558, and which land was acquired by the said W. Joshua Lockerman by deeds from Robert L. Williams trustee, and Richard Burke & wife duly recorded among the Land Records of Anne Arundel County. The first one dated, Dec. 30, 1901, and recorded among said Land Records in Libor G. W. No. 23 folio 442 &c, and the other dated, Jan. 29-1902, and recorded among said Land Records in Libor G. W. No. 23 folio 443 &c.

Also the following personal property.

1 Bay Mare (Dot) 1 Black Mare (Fannie) 1 Bay Mare (Pete) 1 Blackmare (Lady) 1 Bay Horse (Joe) 1 Grey Mare (Kate) 3 carts, 1 buggy, 5 sets Plow Horses, 3 sets Cart Harness, 1 set buggy harness 2000 Hot Bed Canes, 250 Hot bed sash 1000 Bundles Blades, Fodder, 30 bbls. Corn, 15 tons, 1 Horse Rake, 2 mowing machines, 6 single plows, 5 cultivators 3 double plows, 1 A. A. Harrow, 1 smoothing harrow, 2 Fertilizer Mills

366 Strawberry Crates / Aldernay Cow, (Maggie) / Harken, 5 pitchforks, 5 shovels now on farm worked by said W. Joshua Lockerman and owned by Thomas F. Bottomley, also 1 sorrel mule (Rose) / Bay Horse (Dan) / Bay Mare (Belle) / Grey Horse (John) / Black Mule (Fannie) 3 Carts / Buggy, 3 single Plows 2 Double Plows, 4 cultivators, / Harken, / Double Harbolt / 2 Hoes, 6 Pitchforks 3 Shovels, 5 sets Plow harness, 3 sets cart harness, 225 Hot bed sash, 20000 cans, 30 bbls corn, 2000 Bundles, Blade Fodder 2 Stacks hay, 200 Strawberry crates, which personal property is now on the land worked by said W. James Lockerman land owned by said W. J. Lockerman also all the interest of the said William J. Lockerman in and to a bill of sale and the property therein described from Alice Duvall which bill of sale is dated December 20th 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 3 - folio &c.

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

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

Provided that if the said, W. Joshua Lockerman his heirs, personal representatives or assigns, shall pay the aforesaid sum of Three Thousand Dollars with interest as and when the same shall be due and payable according to the terms of the promissory note, and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the said W. Joshua Lockerman, Christina Lockerman shall possess the aforesaid property upon paying in the meantime, all taxes and assessments public debts 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 W. Joshua Lockerman for himself his heirs, personal representatives and assigns doth 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 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 Thomas F. Bottomley his personal representatives and assigns or John F. Williams, 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 Anne Arundel County, and such other notice as by the said mortgagee, his personal representatives or assigns, may be deemed expedient; and by the exercise 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 ten 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 whomever may be entitled to the same.
And the said W. Joshua Lockerman for himself his personal representatives and assigns, doth further covenant to insure, and pending the existence of this mortgage, to keep insured, the improvements on the hereby mortgaged lands to the amount of at least Three Thousand Dollars, and to cause the policy to be effected thereon, 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 the lien or claim hereunder.
Witness the hands and seals of the said mortgagors.

Test:
George A. Sotter

W. J. Lockerman (Seal)
Christina Lockerman (Seal)
W. James Lockerman (Seal)

State of Maryland,
Baltimore City to wit:
I hereby certify, that on this Fourteenth day of August in the year nineteen hundred and three before me a Notary Public of the State of Maryland in and for the County aforesaid personally appeared, W. Joshua Lockerman and Christina Lockerman, and W. James Lockerman the Mortgagors named in the foregoing mortgage and each acknowledged the aforegoing mortgage to be their respective act. At the same time also appeared Thomas F. Bottomley, 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 did also make oath in due form of law, that the mortgagee hath not required the mortgagors their Agent or Attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require any tax levied thereon to be paid by the Mortgagors, or any person for them during the existence of the mortgage.
As Witness my hand and Notarial seal

Notary seal

George A. Sotter
Notary Public

Recorded, 15th August, 1903.

State of Maryland
Anne Arundel County to wit:
I hereby certify that the aforegoing is truly taken and copied from - Libro G.W. No. 34, folio 230. One of the Land Records of Anne Arundel County
In Testimony where of I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 11th day of August nineteen hundred and four.
Seal of Cir Court A.A.Co
George Wells, Clerk.

Thomas F. Bottomley
vs
W. Joshua Lockerman et al
} In the Circuit Court for Anne Arundel County In Equity.

Statement of Mort. Claim Filed 16 Augt 1904.

State of the mortgage claim of Thomas F. Bottomley under the mortgage to him from W. Joshua Lockerman et al, dated the 14th day of August, 1903, and recorded among the Land Records of Anne Arundel County in Libro G.W. No. 34 folio 230.

Amount of principal due on promissory note dated the 14th day of August, 1903, and payable five years after date, being the principal note described in and secured by said mortgage now due by reason of default thereof $3000.00
Interest from the 14th day of August, 1904 18.66
3018.66

State of Maryland,
Baltimore City, to wit:
I Hereby certify: That on this 16th day of August, 1904, before me the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared the above named Thomas F. Bottomley, and made oath in due form of law that the foregoing is a true statement of the amount remaining due him of his mortgage claim prescribed therein and that he has not received any security or satisfaction therefor, other than the promissory note referred to in said statement and the deed of mortgage in said statement mentioned.
Witness my hand and notarial seal.
Notary seal
Charles H. Quigley
Notary Public

Note - Filed 16 August 1904.

Baltimore August 14- 1903.

$3000.00. Secured by mortgage of even date herewith. Five years after date I promise to pay to the order of Thomas F. Bottomley Three Thousand ~~~~ Dollars with interest thereon payable semi annually
Value received
Witness - John F. Williams
W. J. Lockerman

Bond, Filed & Approved Aug 16-1904.

Know all men by these presents:
That we, John F. Williams, and Lucy J. Williams, of Baltimore City, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the sum of Six Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain Attorneys, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, Executors and Administrators, Jointly and severally firmly by these presents, sealed with our seals and dated this 15th day of August, 1904,
Whereas: by a Mortgage from W. Joshua Lockerman and wife to Thomas F. Bottomley, dated August 14, 1903, and recorded among the Land Records of Anne Arundel County in Libor G. W. No. 34-folio 23 &c; power is given to the said John F. Williams to sell the mortgaged premises in the event of a default by said mortgagors in complying with the terms thereof.
And Whereas: there has been a default authorizing the said John F. Williams to exercise the power of sale aforesaid, which it is now his intention to do.
Now: the condition of the above obligation is such that if the said John F. Williams shall abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of the mortgaged premises, & the proceedings arising from said sale, then this obligation to be null and void, otherwise to be and remain in full force and virtue in law.
Witness: our hands and seals this 15th day of August 1904.
Test:
Jacob S. Crew } John F. Williams (seal)
Lucy J. Williams (seal)

Thomas F. Bottomley
vs.
W. Joshua Lockerman, and
Christina Lockerman, his wife
& Wm. James Lockerman, and
Oliver Linvale

In the
Circuit Court
for
Anne Arundel
County.
In Equity.

Petition, Filed 16 August 1904.

To the Honorable, The Judge of said Court
The petition of Thomas F. Bottomley, the plaintiff in the above-entitled cause, respectfully represents unto Your Honor;
1. That heretofore Your petitioner instituted proceedings in this Honorable Court against the defendants, W. Joshua Lockerman and Christina Lockerman, his wife, and Wm. James Lockerman, for the foreclosure of a certain mortgage from the said defendants to Your petitioner, dated the 14th day of August, 1903, and recorded among the Land Records of Anne Arundel County in Libor G. W. No. 34 folio 23 &c. by a sale of certain real estate and chattels conveyed in said

said mortgage to your said petitioner as security for the payment of the sum of Three Thousand Dollars, with interest, and which said mortgage is in default as by reference to said proceedings will more fully appear.
II. That the real estate mentioned in said mortgage is in the possession of one of the defendants W. James Lockerman, and a certain Oliver Duvall who is also made a defendant herein, under an agreement with the said defendant W. Joshua Lockerman and wife the terms of which are unknown to your petitioner.
III That said real estate is in process of cultivation, and there are upon it valuable growing crops and also a large quantity of timber which has been severed from the realty without the consent of your petitioner and that the said W. James Lockerman and Oliver Duvall are engaged in harvesting and shipping said crops and disposing of said timber and appropriating the proceedings thereof to their own use.
IV. That the said real estate together with the chattels and other properties in said mortgage are without the said crops and timber very inadequate security for the debt now charged thereon, and if brought into the market would not sell for sufficient to discharge the same, That the said defendants are in insolvent circumstances and to the knowledge of your petitioner have no other property out of which the payment of any deficiency arising from such sale could be made.
To the end therefore,
1st Your said petitioner prays that an injunction may be issued to restrain the said defendants, W. Joshua Lockerman and Christina Lockerman, his wife, W. James Lockerman and Oliver Duvall, from cutting any timber or wood growing on said land or from selling or otherwise disposing of the wood and timber now upon said land, or harvesting, selling or otherwise disposing of any of the growing crops upon said land.
2nd That a receiver may be appointed to take charge of said mortgaged real estate and chattels and of said timber and of said growing crops, to harvest and sell said growing crops and timber and to collect the proceeds of such sale, and hold the same in order that they may be distributed under the direction of this Court to the payment of your petitioner's claim.
3rd And for such other and further relief as his case may require
May it please Your Honor to grant unto your petitioner the Writ of Subpoena directed to the said W. Joshua Lockerman and Christina Lockerman, his wife, W. James Lockerman and Oliver Duvall, all residing in Anne Arundel County, State of Maryland, 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 &c.

Thomas H. Bottomley } John F. Williams
Solicitor for petitioner.

State of Maryland,
Baltimore City, To wit:

I hereby certify; That on this 16th day of August, 1904, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Thomas F. Bottomley, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Notary's seal

Charles H. Quigley
Notary Public

Order of Court-16 August-1904.

Ordered, this 16th day of August, 1904, by the Circuit Court for Anne Arundel County, upon the aforegoing petition and affidavit, that John F. Williams of Baltimore City, be, and he is hereby appointed a receiver, with power and authority to take charge of the real estate and chattels described in the mortgage mentioned in these proceedings, and of the timber and growing crops on said real estate, to harvest and sell said growing crops and timber, and to collect the proceeds of such sale.

And the said W. Joshua Lockerman and Christina Lockerman, his wife, W. James Lockerman and Oliver Duvall are hereby required to yield up and deliver unto the said John F. Williams possession of said real estate and chattels, cut timber and growing crops, subject nevertheless, to the further direction of this Court.

And it is further order that before the said John F. Williams proceeds to act as receiver by virtue of this order, he shall give bond to the State of Maryland in the penalty of one thousand dollars, with a surety or sureties to be approved by this Court, or the clerk thereof and conditioned for the faithful performance of the trust reposed in him by this order, or which may be reposed in him by any further decree or order in the premises.

And it is further ordered that a writ of injunction issue as prayed upon the filing of a bond by the plaintiff in the penalty of Four Hundred dollars, with security to be approved by this Court or its Clerk: but liberty is hereby reserved to the defendants to move for the rescinding of this order, and for a dissolution of the injunction to be issued as aforesaid at any time after filing their answers to the said petition on giving to the plaintiff five days previous notice of such motion. And the clerk is hereby directed to annex a copy of this order to the writ of injunction. And it is expressly understood that the Court reserves the right to increase the penalty of said bonds, should the Court think that justice and equity require the same.

Jas. Revell

Receivers Bond Filed & Approved Aug. 16-1904.

Know all men by these presents:
That we, John F. Williams, and Lucy J. Williams of Baltimore City, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney: to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals, and dated this 15th day of August 1904.
Whereas: by an order of the Circuit Court for Anne Arundel County, bearing date on the day of August, 1904, and passed in a cause in said Court wherein a certain Thomas F. Bottomley is plaintiff, and W. Joshua Lederman et al are defendants, the above bounden John F. Williams, has been appointed receiver, with the power and authority to take charge and possession of the real estate and chattels described in the mortgage mentioned in these proceedings, and of the timber and growing crops on said real estate, to harvest and sell said growing crops and timber and to collect the proceeds of such sale.
Now: the condition of the above obligation is such that if the above bounden John F. Williams do and shall, well and faithfully perform the trust reposed in him by said order, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Test:
Jacob S. Crew

John F. Williams (Seal)
Lucy J. Williams (Seal)

Injunction Bond- Filed & approved Aug. 16- 1904.

Know all men by these presents:
That we, Thomas F. Bottomley, of Anne Arundel County, and George A. Solter of Baltimore City, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Five hundred dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of August, 1904.
Whereas: by an order of the Circuit Court for Anne Arundel County passed in a cause wherein the said Thomas F. Bottomley is plaintiff, and W. Joshua Lederman, et al, are defendants, an injunction is about to issue to restrain the said defendants, as prayed in the petition in said cause exhibited upon the plaintiff filing a bond with security in the above penalty.
Now: the condition of the above obligation is such, that is the said

plaintiff shall and do prosecute the said writ of injunction with effect, and indemnify and save harmless the said defendants, if the same be not prosecuted with effect, and in such cases pay all costs and damages that may be occasioned by the issuing thereof, unless the said Court shall decree to the contrary, and shall in all things obey, abide by, perform and fulfil such decree and order, as shall be made in the premises, then the above obligation to be void, otherwise of full force and virtue.

Test:
Jacob S. New

Thomas F. Bottomley (Seal)
George A. Solter (Seal)

Writ of Injunction issued. Enjoined, Saml B. Hardy, Sheff.

Subpoena's issued as prayed, returned Summoned
Samuel B. Hardy. Sheriff.

A copy of order of Court of August 16 served on all the defendants
Copy left with W. Joshua Lockerman.
Samuel B. Hardy, Sheff.

Thomas F. Bottomley
vs.
William J. Lockerman et al

In the Circuit Court
for Anne Arundel County
No. 2653 Equity.

Report of Sale of Real Estate Filed 24 Sept. 1904.
Order Nisi passed thereon same day.

To the Honorable, the Judge of said Court,

The Report of Sale of John F. Williams, the Attorney named in the mortgage filed in the above entitled cause, respectfully states:

That by virtue of the power of sale contained in said mortgage after having given bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law, and given notice of the time, place, manner and terms of sale, by advertisement inserted in the Anne Arundel Advertiser, a newspaper published in Anne Arundel County for more than three successive weeks before the day of sale, a copy of which is hereto annexed as a part hereof, and also by means of handbills circulated in Baltimore City and Anne Arundel County in the neighborhood of said property, he did pursuant to said notice attend at the Court House door in the City of Annapolis, on the 22nd day of September, 1904, at 10, 0'clock A. M., and there and then proceeded to sell the real estate described in said mortgage and said advertisement at public auction.

He offered said property for sale subject to a mortgage from William J. Lockerman and wife to the German Building Association of Howard County, Maryland, recorded among the Land Records of Anne Arundel County in Liber G. W. 23 - folio 446 &c.

dated February, 1-1902, upon which there is now due a balance of $330000 with interest from August, 1-1903, and sold the same, subject to the prior lien of said mortgage, unto Thomas F. Bottomley, he being then and there the highest bidder therefor, for the sum of $500.00, cash on the ratification of said sale.

Respectfully submitted

John F. Williams
Attorney named in mortgage.

State of Maryland
Baltimore City, to wit:

I hereby certify: That on this 23rd day of September, 1904, before me the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John F. Williams Attorney 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 reported was fairly made.

As Witness: my hand and Notarial seal

Notary's seal

Charles H. Quigley
Notary Public

Thomas F. Bottomley
vs.
William J. Lockerman, et al

In the Circuit Court
for Anne Arundel County
No. 2653 Equity.

Order Nisi.

Ordered, this 29th day of September, 1904, that the sale of the real estate mentioned in these proceedings made and reported this day by John F. Williams, the Attorney named in said Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of October, next: provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 29th day of October next.

The report states the amount of sale to be $500.00, subject to a prior mortgage for $3300.00.

Geo. Wells, Clerk.

Certificate Publication order nisi - Filed 12- Nov. 1904.

Annapolis, Md Nov. 12-1904.

I certify that the annexed Order Nisi in No-2653 Equity. Thos F. Bottomley vs. W. J. Lockerman et al was published in "The Advertiser" a newspaper published in the City of Annapolis once a week for 3 successive weeks before the 29th day of October 1904. The first insertion being made the 6th day of October 1904.

W. Meade Holladay
Publisher

Thomas F. Bottomley
vs.
Wm. J. Lockerman & others

In the Circuit Court
for Anne Arundel County.
In Equity No. 2613

Nov. 14th 1904. Final Order of Ratification of Sale of Real Estate subject to Mortgage referred to in said order

The papers in this case having been presented to me this 14th day of November 1904, It is ordered, by the Circuit Court for Anne Arundel County, this 14th day of November 1904, that the sale of the real estate made and reported by John F. Williams Attorney aforesaid, subject to the Mortgage mentioned in the preceding order nisi, 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 said order nisi passed in said cause: and the said Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Jas. Revell.

In the case of
Thos. F. Bottomley
vs.
W. Joshua Lockerman
et al

In the
Circuit Court
for
Anne Arundel
County.

Auditors Report & Account Filed 18th Nov. 1904.

To The Honorable the Judges of said Court,

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the written account in which commissions costs and expenses are first allowed and the balance is distributed in part payment of the mortgage indebtedness. All of which is respectfully submitted

James W. Clevus, Auditor.

Dr. Ylw Real & Personal Estate of Wm. J. Lockerman et al wi are with Cr.

1904.	Jno. H. Williams attorney & Receiver		
Sept. 21.	To the Receiver for Commissions on personal property	$ 103	55
Sept. 22	" " Atty for Comms on real estate	33	00

Thomas F. Bottomley
vs
W. Joshua Lockerman et al

In the
Circuit Court
for Anne Arundel County.
No. 2353 Equity.

Release - Filed 16 January - 1905.

Know all men by these presents:

That whereas John F. Williams, the attorney named in the Mortgage filed in the above cause, has paid unto Thomas F. Bottomley, the Mortgagee therein named, the sum of Two Thousand Four Hundred and fifty-one dollars and forty one cents ($2451.41) the amount audited and allowed to him on his claim in the above entitled cause;

Now, Therefor This Release Witnesseth: That in consideration of the premises, the said Thomas F. Bottomley does hereby release, acquit exonerate and discharge the said John F. Williams, his heirs, executors, executors administrators and assigns 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 sum of money paid as aforesaid, or the payment thereof, hereby declaring himself fully satisfied, contented and paid as above specified.

As Witness my hand and seal.

Test: Chas. H. Quigley } Thos. F. Bottomley (Seal)

State of Maryland,

Baltimore City, To Wit:

I hereby certify, That on this 14th day of January in the year nineteen hundred and five, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City aforesaid personally appeared Thomas F. Bottomley, party to the above Release and acknowledged the same to be his act and deed. And I hereby certify that of my own knowledge I am satisfied that the said Thomas F. Bottomley who has acknowledged the above Release is the person named and described as, and professing to be the party in and to the same.

Witness my hand and notarial seal

(Notary seal) Charles H. Quigley

Notary Public

Charles E. Roberts Surviving Administrator of Richard L. Brown deceased, Plaintiff
vs.
Rosa L. Brown, Infant
Belinda Roberts,
Guardian of Rosa L. Brown
Defendants

In the Circuit Court for Anne Arundel County In Equity No. 2333 Equity

Bill of Complaint = Filed 1st June-1901.

To The Honorable, The Judges of the said Court.

The Bill of Complaint of Charles E. Roberts, surviving Administrator of Richard L. Brown, deceased, and your Orator Complaining says:

First: That Richard L. Brown departed this life intestate, to wit: the twentieth day of May, 1900, in the City of Baltimore, of which he was a resident, having some personal estate and a certain farm located in the third district in Anne Arundel County, consisting of one hundred acres of land more or less, as is hereinafter described: that subsequently, to wit: on the 29th day of May, 1900, letters of administration were granted on his Estate by the Orphans' Court of said City to your orator and Wilhelmina Brown, his widow, and each duly qualified according to law: that subsequently to wit: on the Seventh day of September, 1900 Wilhelmina Brown departed this life leaving the defendant an infant under twenty-one years of age, and letters of guardianship were granted to the defendant, Belinda Roberts by the Orphans' Court aforesaid, and he files herewith a copy of said letters of administration and of guardianship as aforesaid, marked Plaintiff's Exhibit C.E.R. No.1- and 2, which he prays to be made a part hereof.

Second: That the said deceased was at the time of his death, indebted to sundry parties in amounts aggregating, to wit: the sum of ($3,600.00) And which debts largely exceed the entire value of his personal estate that can be collected; that included in the said indebtedness is the sum of Four Hundred and fourteen dollars and eighty-seven cents, which the deceased owed on account of the said farm purchased by him, to wit: on the 29th day of January, 1895 from Phil. H. Tuck Assignee of a certain mortgage from Margaret J. Whittle mortgagor, and which is recorded among the Land Records of said County in Libr J.H. No. 18, folio 581 &c., sold under a power of attorney in the mortgage contained by reason of default of the mortgagor, and after bond had been filed and other proceedings taken in this Court by said Assignee: the consideration of the purchase was $1200 and the deceased paid thereon before his death $800. or thereabout and also the interest to the date of each payment made by him: that not having completed the payment of the purchase money prior to his death, your orator afterwards found upon investigation that in order to save the property and the money paid on account thereof from being a loss to the Estate and to the creditors of the deceased

it was necessary for him to complete the purchase by paying the balance due and receive a deed of the property from the Assignee, which he accordingly did on the 11th day of October, 1900, by paying said balance to the said Philip H. Tuck, out of the personal assets of the deceased, and receiving a deed in his name as Administrator, which was duly recorded among the Land Records of said County in Liber G. W. No. 19, folio 475 &c. and he files herewith the said original deed as plaintiff's Exhibit C. E. R. No. 3 and prays the same may be made a part of this bill.

Third. That according to the said deed the said farm consists of two tracts located in the third district of said county, one of which contains eighty acres, more or less, and is described in said deed as follows: All that tract or parcel of land lying and being in the third district of Anne Arundel County and bounded on the East by the land of John Richard Arnold, on the North partly by the land of Cochran and partly by the land of Edward Spriggs, on the West by the East branch of Hooks Creek, and on the South by the land of Richard Warren. That this tract belonged to the deceased exclusively - but held as aforesaid by Your Orator; the other tract, consisting of fifty acres and of which two-sixths is held and owned as described above, is as follows: Also all that right, title and interest, (being an undivided two-sixth interest) in the following property; Beginning for the same at the end of the fifth line of Bunkley Hicks, it being the beginning of "Wyrickes Discovery," and running thence reversely with and bounding on said land, North 42 degrees 15 minutes West 120 perches: thence North 42 degrees 30 minutes west 10 perches to the twenty-eighth line of Sappington and Discovery; thence reversing and bounding on said land as follows: South 41 degrees 30 minutes west 18 perches, South 5 degrees 45 minutes East 12½ perches to the end of the first line of Cannon; thence bounding on the on the main branch of Forked Creek South 27 degrees West 30 perches, South 41 degrees 30 minutes West 20 perches, South 18 degrees East 63 perches to the beginning of the home line of Forked Hicks; thence bounding on said line to the beginning.

Fourth: Your Orator has also paid out various other sums of money for taxes, repairs and examination and transfer of the title, aggregating to wit: $101.00; and he avers that these various payments are a lien or at least a claim upon the said land to the extent of the payments made by him as administrator, and for which he is chargable and bound to account for in his administration of the personal estate in the Orphans' Court aforesaid, and to protect your orator as well as to enable the creditors to be paid, it is necessary to sell said lands by a proceedings in this Court and to receive the proceeds thereof.

Fifth: He also avers that the personal estate of the deceased, left at the time of his death was insufficient to pay the creditors in full; that the said personal estate consists principally of open accounts due by farmers and shippers of produce and will doubtless be uncollectible, and will leave

a deficiency which must be made up and met by a sale of the said lands, that he is entitled to a re-imbursement for the amounts so advanced by him from the proceeds of the sale of said lands and to the balance for distribution among the creditors of the deceased.

Sixth: That the said Rosa L. Brown infant, is the sole heir at law of said deceased. To the end therefore.

1. That all the said land including the improvements thereon and rights and ways, connected therewith, of the said Richard L. Brown, a deed to which is held by your Orator in the manner heretofore described may be sold for the purpose of paying your Orator the amount now due him as administrator aforesaid with interest thereon, and also for the purpose of discharging such other debts due by the said Richard L. Brown and still unpaid.

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

May it please your Honors to grant unto your Orator the writ of subpoena, directed to the said Rosa L. Brown, Infant and Belinda Roberts, Guardian, adult, both residing in Baltimore City, 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, &c.

Beverly W. Trusted

Charles E. Roberts
Surv. adm., Orator.

Exhibit C. E. R. No. 1 - Filed 1st. June - 1901 -

The State of Maryland,
Baltimore City, Sc..

The Subscriber, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his Office, that Letters of administration of all the goods, chattels, credits and personal estate of Richard L. Brown deceased, were on the 29th day of May in the year of our Lord one thousand nine hundred granted and committed unto Wilhelmina S. Brown and Charles E. Roberts who were then and there appointed Administrators of the said deceased.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of my Office, this 29th day of May in the year of our Lord nineteen hundred and one.

Test:

(Seal)

Stephen R. Mason
Register of Wills for Baltimore City.

Exhibit C. E. R. No. 2. Filed 1 June 1901.

The State of Maryland
Baltimore City Sc:

The Subscriber, Register of Wills for Baltimore City doth hereby certify that

it appears by the Records in his Office, that on the 14th day of September in the year of our Lord one thousand nine hundred, Belinda Roberts was appointed by the Orphans' Court for Baltimore City, Guardian to Rosa L. Brown, born July 28th 1883, Infant Child of Richard L. Brown, deceased and the said Belinda Roberts being then and there present in said Court accepted of the said Guardianship, and gave Bond with securities who were approved of by the said Court, for the faithful performance of her duty as Guardian of the said infant in the penalty of $1000.00.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of my office, this 31st day of May, in the year of our Lord nineteen hundred and one.

Test:

Seal — Stephen R. Mason
Register of Wills for Baltimore City.

15¢ Int Rev. Stamps

Exhibit C. C. R. No. 2 Filed 1 June 1901.

This Deed, made this Eleventh day of October in the year nineteen hundred by Phil. H. Tuck, Assignee, as hereinafter set forth.

Whereas, at a public sale made the 29th day of January in the year eighteen hundred and ninety-five by the said Phil. H. Tuck, Assignee in pursuance of the special power and authority vested in him as assignee of and by a certain mortgage from John W. Shaw and Jane L. Shaw, his wife to Margaret J. Whittacre, bearing date the nineteenth day of December, A. D. 1881, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 18 folio 581 &c., which sale was made after default had occurred under said mortgage, and after bond had been duly filed in the Circuit Court for Anne Arundel County, the parcel of land and premises hereinafter described, being the property by said Mortgage conveyed, was sold unto Richard L. Brown who was then and there the highest bidder, at and for the sum of Twelve Hundred Dollars, and the sale having been duly reported to and ratified by the said Court and the purchase money and all interest thereon having been paid to me, the said Phil. H. Tuck Assignee, in the following manner that is to say: the sum of $848.00 was paid by the said Richard L. Brown during his lifetime, and the balance thereof being the sum of $414.87 was paid by Charles E. Roberts the surviving Administrator of the said Richard L. Brown, who has duly qualified, the receipt of which sums is hereby acknowledged and these presents are executed by said Phil. H. Tuck, Assignee, who is duly authorized to execute the same for the property so purchased.

Now Therefore This Deed Witnesseth, that the said Phil H. Tuck, Assignee as aforesaid, in consideration of the premises and of the sum of one dollar to him by the grantee paid, in execution of the power and authority in him vested by the said mortgage does grant and convey unto the said Charles E. Roberts surviving Administrator

of Richard L. Brown, deceased, all the right title and interest of the said John W. Shaw and Jane L. Shaw, mortgagors and Phil. H. Tuck, Assignee, or of those claiming by, from or under them, in and to all those lots or parcels of ground situate and lying in Anne Arundel County in the State of Maryland and particularly described as follows:

All that tract or parcel of land lying and being in the third district of Anne Arundel County and being bounded on the East by the land of John Richard Arnold, on the North partly by the land of Coltman and partly by the land of Edward Spriggs, on the West by the East Branch of Forked Creek and on the South by the land of Richard Warren, and containing eighty acres, more or less.

Also all their right, title and interest (being an undivided two-sixths interest) in the following property: Beginning for the same at the end of the fifth line of Buckley Tuck, it being at the beginning of Wyrilles Discovery, and running thence reversely with and bounding on said land, North 42 degrees 15 minutes West 120 perches; thence North 42 degrees 30 minutes West 10 perches to the twenty-eighth line of Sappingtons Discovery; thence reversing and bounding on said land, North 42 degrees 15 minutes west 120 perches; thence North 42 degrees 30 minutes west 10 perches to the twenty-eighth line of Sappingtons Discovery; thence reversing and bounding on said land as follows: South 41 degrees 30 minutes west 18 perches, South 5 degrees 45 minutes East 12½ perches to the end of the first line of "Canon" thence bounding on the main Branch of Forked Creek South 27 degrees West 30 perches, South 41 degrees 30 minutes West 20 perches, South 18 degrees East 62 perches, to the beginning of the third line of Forked Creek; thence bounding on said line to the beginning, containing 30 acres more or less. (For title see the Proceedings of Phil H. Tuck, Assignee against John Shaw and wife in the Circuit Court for Anne Arundel County in Equity, Docket J. H. No. 3- folio 402)

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 Chas. E. Roberts surviving Administrator as aforesaid his successors and assigns, in fee-simple.

Witness my hand and seal the day and year first above written

All changes and interlineations made before execution.

Test:
Bernard A. Schmitz
State of Maryland,

Phil. H. Tuck (Seal)
Assignee.

Baltimore City, to wit:

I Hereby certify that on this Eleventh day of October A. D. 1900 before me the subscriber, a Notary Public of the said State in and for the City aforesaid, personally appeared Phil. H. Tuck, Assignee, and acknowledged the foregoing deed to be his act.

As Witness my hand and Notarial Seal.

(Notary's seal)

Bernard A. Schmitz,
Notary Public

Subpoena issued as prayed and returned, summoned.

John B. Schwatka
Sheriff.

Charles E. Roberts,
Surviving Administrator of
Richard L. Brown, deceased
vs.
Rosa L. Brown Infant
Belinda Roberts, Guardian

In the
Circuit Court
for
Anne Arundel
County.

Petition for appointment of Guardian ad litem
Filed 15th August-1901.

To the Honorable the Judges of the said Court:

The petition of Belinda Roberts, guardian of Rosa L. Brown, defendant in this cause, respectfully represents:

1. That she was the legal guardian duly appointed by the Orphans Court of Baltimore City, in which court she filed her bond, but that shortly before the filing of this bill the said Rosa L. Brown reached the age of eighteen years, but that she is still under the age of twenty-one years.

2. That she has been duly summoned as guardian and also the said Rosa L. Brown, infant defendant, was duly summoned and at the time of the service, a copy of the subpoena was left with this petitioner: but since said infant has reached the age of eighteen years, but is still unable to answer and defend this suit on account of her infancy she prays the Court to appoint your petitioner as guardian ad litem to appear and answer for said infant.

And as in duty bound, &c.

George Whister
Solicitor for Petitioner

Belinda Roberts
Petitioner

State of Maryland,
Baltimore, To wit:

This is to Certify that on this 1st day of August A. D. 1901, before the subscriber, a Notary Public of the City and State aforesaid, personally appeared Belinda Roberts, and made oath in due form of law that the matters set out in the aforegoing petition, are true to the best of his knowledge and belief.

Witness my hand and notarial seal.

(Notary's seal)

Wm. H. H. Raleigh
Notary Public

Order August-15th 1901

Ordered this 15th day of August, A. D. 1901, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing petition, Exhibit and

affidavit, that Belinda Roberts be, and she is hereby, appointed guardian ad litem to appear and answer for Rosa L. Brown, infant defendant in the above cause.

J. Thomas Jones.

The State of Maryland,

Baltimore City &c:

The Subscriber, Register of Wills for Baltimore City, doth hereby certify, that it appears by the Records in his Office, that on the 14th. day of September in the year of our Lord one thousand nine hundred, Belinda Roberts was appointed by the Orphans' Court for Baltimore City, Guardian to Rosa L. Brown, Born Feby. 21st. 1883, Infant child of Richard L. and Wilhelmina V. Brown deceased: And the said Belinda Roberts being then and there present in said Court accepted of the said Guardianship and gave Bond with securities who were approved of by the said Court, for the faithful performance of her duty as Guardian to the said infant in the penalty of $1,000.00

In Testimony Whereof I hereunto subscribe my name and affix the seal of my office, this 1st. day of August in the year of our Lord nineteen hundred and one.

Test:

Seal

Stephen R. Mason
Register of Wills for
Baltimore City.

Charles E. Roberts,
Surviving Administrator
of Richard L. Brown, deceased
vs.
Rosa L. Brown, Infant
Belinda Roberts, Guardian

Equity
In the
Circuit Court
for
Anne Arundel
County.

Answer of Infant, by Guardian ad litem.
Filed 16 August 1901.

To the Honorable the Judges of the said Court.

The Answer of Rosa L. Brown, Infant, by Belinda Roberts, guardian ad litem appointed by an order of this Court to the Bill of Complaint of Charles E. Roberts against her in this Court, exhibited.

The defendant Rosa L. Brown being an infant cannot admit any of the matters and things in said bill alleged and submits her rights thereunder to the protection of this Court.

And as in duty bound, &c.

George Mista
Solicitor for defendant.

Charles E. Roberts, Sur Adm.,
of Richard L. Brown dec'd.
vs.
Rosa L. Brown, Infant,
Belinda Roberts, guardian

In the
Circuit Court
for
Anne Arundel
County.

General Replication, Filed 16 August 1901.

Judges of said Court:

The Plaintiff joins issue on the matters alleged in answer of Rosa L. Brown, Infant by Belinda Roberts, guardian ad litem, so far as the same may be taken to deny or avoid the allegations of the Bill.

Beverly W. Hister
Solicitor for Plaintiff.

Charles E. Roberts, sur. Adm.
of Richard L. Brown, dec'd
vs.
Rosa L. Brown et al

In the
Circuit Court
for
Anne Arundel County.

Petition to take Testimony, Filed 17 August 1901.

To the Honorable the Judges of the said Circuit Court.

The Petition of Charles E. Roberts plaintiff in this case, respectfully shows that he desires to take testimony in this case, and respectfully prays, that leave be granted him to do so before one of the Standing Examiners of this Court.

Beverly W. Hister
Solicitor for Plaintiff.

Order 21 Aug - 1901.

Ordered, this 21st day of August, 1901, 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, the usual notice being given to the defendants and the guardian ad litem of the infant.

Jas. Revell.

Charles E. Roberts Surviving
Administrator of Richard L.
Brown deceased, Plaintiff
vs.
Rosa L. Brown, Infant,
Belinda Roberts, Guardian
of Rosa L. Brown, Defendants.

In the
Circuit Court
for
Anne Arundel
County.
No. 2332 Equity.

Testimony Filed 19 Feby 1902.

Present:

Beverly W. Hister, Solicitor for Plaintiff
George W. Hister Solicitor for Defendants.

In pursuance of an Order passed by this Court on the 21st day of August, 1901, the Examiner took the within testimony, on the 5th day of February, 1901, at the office of Beverly W. Minster, Esq. No. 400, Equitable Building, in the City of Baltimore, State of Maryland,

Charles E. Roberts, a witness of lawful age, being first duly sworn deposes and says.

1 Q. State your name and residence.

A. Charles E. Roberts, Baltimore City, Plaintiff in this case,

2 Q. Do you know the parties in this suit?

A. Yes I do.

3 Q. Did you know Richard L. Brown?

A. Yes, I did.

4 Q. Where did he live and die, and who were appointed his administrators?

A. He lived in Baltimore City, and died there, May 20, 1900; his administrators were myself and Wilhelmina S. Brown, and we were appointed on May 29, 1900, a certified copy of our appointments is filed herewith as part hereof, and marked Exhibit C. E. R. No. 1.

5 Q. Is not Wilhelmina S. Brown dead: and if so, when did she die?

A. Yes, she is dead: she died September 7, 1900.

6 Q. From What Court did you obtain letters of administration?

A. Orphans Court of Baltimore City.

7 Q. At the time of the death of Richard L. Brown, what was the condition of his estate?

A. He left assets consisting of open accounts bills receivable, some office furniture and cash in Bank, and a large amount of liabilities many of the open accounts were uncollectable, and the personal estate left by the decedent at the time of his death was utterly insufficient to pay his debts. I have stated my first administration account in the Orphans' Court of Baltimore City wherein is found a full account of said estate, and wherein I was able to pay only 25% to the creditors which said account has been passed by said Court and I file a certified copy of the account as part here of, marked Exhibit C. E. R. No. 2.

8 Q. What personal property belonging to said deceased, have you in your possession?

A. I have some open accounts and bills receivable, but it is doubtful whether they can be collected.

9 Q. Then in your opinion, you have not now sufficient personal estate to pay the remaining indebtedness of said estate, except by a sale of the farm.

A. Yes sir, I have not.

10 Q. What real estate did said Brown die possessed of?

A. He owned a farm, situated in Anne Arundel County, which he had purchased from Mr. Phil. H. Tuck, Assignee for the sum of $1200, and upon which he had paid thereon prior to his death about $800. In order to protect said payments and the interest of Brown in said farm, I paid the balance of the purchase money and other expen-

see, which had accrued thereon, and took the deed from Phil. H. Tuck, Assignee to my own name as administrator, which said deed was recorded in the Land Records of Anne Arundel County in Liber G. W. No. 19 folio 457 &c. and is filed herewith as part hereof, and marked Exhibit C. E. R. No. 3.

11 Q. How much have you paid in completing the purchase of the farm mentioned by the plaintiff Exhibit C. E. R. No. 3, filed with bill?

A. I have paid out $414.47, other expenses consisting of $45, repairs on the property, tax bill of 1899 $33.45, tax bill of 1900 $26.18, and for examining title of the property $10., war tax stamps and recording deed $3.25, expenses to Annapolis in reference to farm $2.50, and some small items, which I cannot recall, which makes the expense about $550.

12 Q. What amount, if anything, have you received for the farm, since you have been administrator?

A. I have received, about one hundred and sixty dollars, which has been distributed to the creditors.

13 Q. Has the tax bill of 1901, been paid?

A. It has not.

14 Q. What was the consideration or amount of money Richard L. Brown contracted to pay to Phil. H. Tuck for the farm referred to in plaintiff, Exhibit, C. E. R. No. 3.

A. I think it was twelve hundred dollars.

15 Q. If you had not paid the amount of $414.47, to Phil. H. Tuck, to complete the payment of the farm, what would have been the consequence and loss to the farm?

A. He threatened to sell it at the expense of the estate, and it would have been a loss to the estate.

16 Q. In your judgment is it absolutely necessary to make a sale of the farm, to enable you to receive enough money to pay off the claims due by the deceased?

A. Yes.

17 Q. What in your judgment is the value of the farm, first at a cash sale, and second on credit?

A. I think a cash sale would bring about twelve hundred dollars, about fifteen hundred dollars, on credit.

18 Q. How many children did Richard L. Brown leave, and give their names?

A. One, Rosa L. Brown, an infant under the age of twenty-one years.

19 Q. Is she the defendant named in this suit?

A. She is.

20 Q. Who is her guardian?

A. Belinda Brown, who was appointed as such by the Orphans Court of Baltimore, a certified copy of which is herewith filed, as part hereof, and marked Exhibit C. E. R. No. 4.

21 Q. Who was Wilhelmina Brown?

A. The widow of Richard L. Brown.

To the general question under the rule, the witness says, no.
Charles E. Roberts.

Cross Examination waived by Counsel.

Phil. H. Tuck, a witness of lawful age, being first duly sworn, deposes and says:

1. Q. State your name and residence?
A. Phil. H. Tuck, Attorney-at-law Baltimore City, Md,
2. Q. Do you know the parties in this suit?
A. I know only Mr. Roberts.
3. Q. Look at the paper here shown you, which was filed in this case, marked Exhibit C. E. R. No. 3., and State what it is, and whose signature is attached to the deed, and State the circumstances under which the property was transferred.
A. This paper is a deed from myself as assignee to Charles E. Roberts, surviving administrator of Richard L. Brown.
There was a mortgage from John W. Shaw to Margaret J. Hutchings which was assigned to me. By exertion of the powers conferred by that mortgage, I sold the property to Richard L. Brown, who died before full payment was made. Mr. Charles E. Roberts, his surviving administrator paid to me the balance $414.87. and I then executed this Exhibit C. E. R. No. 3.
To the general question under the rule, the witness says no.
Phil H. Tuck

Cross Examination waived by Counsel.

Miss Belinda Roberts, a witness of lawful age, being first duly sworn, deposes and says:

1. Q. Do you know the parties in this suit?
A. Yes, I know the parties of this suit. My brother is administrator and I am the guardian of Rosa L. Brown, my niece, who is the defendant in this case, As will appear by reference to a certified copy of my appointment marked plaintiffs Exhibit No. 4.
2. Q. What is the present age of your niece at this time?
A. Eighteen years old last February.
3. Q. Have you or your niece any objection to the sale of the farm being made in this case, and the proceeds being applied to Richard L. Browns creditors?
A. She has not; No.
To the general question under the rule, the witness says no.

Cross Examination waived by Counsel.
Belinda Roberts.

Miss Rosa L. Brown, a witness of lawful age, being first duly sworn, deposes and says:

1Q. Are you the defendant in the case of Charles E. Roberts, surviving Administrator of Richard L. Brown, your father, against you as defen-

dant filed in Anne Arundel County, in Equity for sale of the farm?
A. Yes, I am the defendant.
2.Q. Have you any objection to this farm being sold in these proceedings?
A. I have not.
To the general question under the rule, the witness says no.
Cross Examination waived by Counsel
Rosa L. Brown.
There being no other witnesses, and no further time desired, this testimony is now closed, and returned to this Honorable Court.
Jerry L. Smith (Seal)
Examined.

Plaintiffs Ex. C.E.R. No. Filed 5th Feby. 1902.
First administration account of Charles E. Roberts surviving administrator of Richard L. Brown deceased

Charles E. Roberts, surviving Administrator et al. vs. Rosa L. Brown, } In the Circuit Court for Anne Arundel County In Equity.

Decree for Sale, Filed 4th March 1902.

The Bill, Exhibits, Answer and other proceedings in the above cause having been submitted, they were by the Court read and considered. It is Ordered, this 4th day of March, A.D. 1902, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that the real estate of Richard L. Brown, deceased, mentioned in said proceedings, be sold; that George A. Solter, be and he is hereby appointed Trustee to make said sale, and that the terms 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 Three Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, & 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 Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, (or all cash, as the purchaser may elect) the credit payments to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee: and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to

such sale; with an affidavit annexed 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 claims of the parties hereto, plaintiff and defendant and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; And it is further adjudged, ordered and decreed that the said Charles E. Roberts, surviving administrator of Richard L. Brown, deceased do account in this Court with the creditors and parties interested in the said Richard L. Brown et al of and concerning the personal estate of the said Richard L. Brown which has come to his hands as Administrator or otherwise and of his administration thereof, the Auditor of this Court to take said account from the pleadings and proofs ~~was~~ in the cause and such other proof as the parties may produce before him. He is further ordered and adjudged that the said George A. Solter, trustee by this decree appointed, give notice at the time of advertising the sale of the real estate decreed to be sold, to the creditors of the said Richard L. Brown, deceased, to file their claims with the vouchers thereof duly authenticated, with the Clerk of this Court, on or before the expiration of thirty days from the advertised day of sale. The Court has treated this proceeding as a creditors bill, believing that the interests of all parties will be fully protected and no one objecting to the passing of the decree but practically assenting to the same as disclosed by the testimony.

Jas Revell
Associate Judge 5th Judicial Circuit
of Maryland.

50¢ Int. Rev. Stamps

Bond Filed & Approved June 5-1902.

Know all men by these presents: That we George A. Solter, John Solter and John F. Williams, of Baltimore City, and State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand dollars, to be paid to the said State or its certain Attorney, to which payment well and truely 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 thirty-first day of May

in the year of our Lord one thousand nine hundred and two.
Whereas, the above bounden George A. Sotter by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed trustee to sell the real estate, mentioned in the proceedings of in the case of Charles E. Roberts Surviving Administrator et al vs Rosa L. Brown et al now pending in said Court.
Now the condition of the above obligation is such, That if the above bounden, George A. Sotter 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
Jacob S. Trent

George A. Sotter (Seal)
John Sotter (Seal)
John F. Williams (Seal)

State of Maryland
Baltimore City, Sct.

I Hereby Certify, that on this 31st day of May 1902, personally appeared before me, the subscriber, a Notary Public of Baltimore City, George A. Sotter and made oath that he knows the pecuniary circumstances of the above named sureties and they are worth the amount of the penalty set forth in the within bond, over and above their just debts and liabilities.
As Witness my hand, and notarial seal.

Notary seal

Virginia McCarthy
Notary Public

Agreement, Filed 20 October 1903.

This Agreement, made this nineteenth day of October nineteen hundred and three, between George A. Sotter, Trustee appointed by the Circuit Court for Anne Arundel County of the first part, and William T. Baldwin of Annapolis in the State of Maryland of the second part,
Witnesseth, that the said party of the first part, doth hereby bargain and sell unto the said party of the second part subject to the order of the Circuit Court for Anne Arundel County, and the latter doth hereby purchase from the former the following described property, situate and lying in the Third Election District of Anne Arundel County described in the advertisement hereto annexed.
At and for the price of Seven hundred ($700.00) dollars, of which $100.00 have been paid prior to the signing hereof, and the balance is to be paid as follows: Cash upon ratification of the sale by the Circuit Court for Anne Arundel County, and ratification by the Court.
And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey, (all the right title and inter-

of the parties in said suit in 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.
Possession given Dec. 1, 1903.
Witness our hands and seals
Test
Jacob L. Frew

George A. Solter (Seal) Trustee
William P. Baldwin (Seal)

Charles E. Roberts
Surviving Admr, &c.
vs.
Rosa L. Brown

In the
Circuit Court
for Anne Arundel County
No. 2332 Equity.

Report of Sale Filed 20 October 1903.

To the Honorable The Judge of said Court.
The report of Sale of George A. Solter, trustee appointed by a decree of this Court in the above entitled cause dated the 14th day of March A.D. 1902 to make sale of certain real estate therein mentioned, respectfully shows:
That after giving bond with security for the faithful performance of his trust, and having complied with all the other prerequisites as required by law and the said decree, and giving notice of the time, place, manner, and terms of sale by advertisement inserted in the "Anne Arundel Advertiser," a newspaper published in Anne Arundel County for at least three successive weeks before the day of sale, and by handbills extensively distributed throughout said County, proceeded on three separate and several occasions to offer said property for sale at public auction at the Court House door in Annapolis, to wit: One the 26th day of June, A.D. 1903, on the 20th day of January A.D. 1903, and on the 13th day of October, A.D. 1903. That at the first sale, the highest bid received for the same was five hundred dollars and deeming the same inadequate, he withdrew said property. That at the second time said property was offered for sale, the highest bid received for the property was eight hundred dollars, and after a consultation with the said Charles E. Roberts, one of the parties to this suit, deeming the same inadequate the property was withdrawn again. That at the last time it was offered for sale, the auctioneer cried a bid of seven hundred and fifty dollars, it was found out that the party who had made the bid was unable to comply with the terms of sale.
And your Trustee further reports that he has since sold said property at private sale unto William P. Baldwin, at and for the sum of seven hundred dollars, the same being highest offer he could obtain for said property, the terms of sale being cash upon the ratification by this Honorable Court, which will appear by reference to the contract thereto filed herewith as part hereof. Respectfully submitted,

George A. Solter, Trustee.

State of Maryland, Baltimore City, To wit:
I Hereby Certify, That on this 19th day of October, A.D. 1903, before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared George A. Solter, trustee named in the above order 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 reported was fairly made.
As Witness my hand and Notarial Seal

Notary's seal

Virginia M. Carthy
Notary Public

Charles E. Roberts,
Surv. Admin &c.
vs.
Rosa L. Brown

In the
Circuit Court
for Anne Arundel County
No. 2332 Equity.

Order Nisi 20 October, 1903.

Ordered this 20th day of October A.D. 1903, by the Circuit Court for Anne Arundel County, that the private sale of the property mentioned in these proceedings, made and reported by George A. Solter, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 20th day of November, next: Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of November next. The report states the amount of sales to be $700.00

Geo. Wells, Clerk

Certificate Pub. Order Nisi Filed 7 Jany. 1904.

Annapolis, Md. Dec. 24-1903.

I certify that the annexed Order nisi in the matter of the sale of Real Estate in No. 2332 Equity, Robert Dann, vs Brown, was published in "The Advertiser," a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 20th day of November 1903. The first insertion being made the 22d day of October 1903.

W. Wade Holladay
Publisher

Charles E. Roberts
Surviving admin.
vs.
Rosa L. Brown

No. 2332 Equity
Circuit Court for
Anne Arundel County
In Equity.

Order of Final Ratification of Sale
8 January 1904.

Ordered by the Court this 8th day of January in the year 1904. that the sale made and reported by the Trustee aforesaid be and the same is hereby Ratified and Confirmed no cause to the contrary being 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, And it is further ordered that the trustee forthwith give notice to the Creditors of the real estate of Richard D. Brown to file their claims, with the vouchers thereof duly authenticated with the Clerk of this Court on or before the 8th February 1904 and that said notice be inserted in some newspaper published & printed in the City of Annapolis once a week for three successive weeks before the 8th day of February 1904. And that the Clerk send a copy of this order to the said trustee. This publication was directed to be given by the Trustee, under the decree of March 4th 1902, but was discharged by him.

Jas. Revell,
Associate Judge 5th Jud'l Circuit

Charles E. Roberts
Surviving Adm &c.
vs.
Rosa L. Brown

No. 2332 Equity
In the Circuit Court
for
Anne Arundel County In Equity.

Petition to substitute Amanda R. Baldwin as purchaser in place of Wm. P. Baldwin.
Filed 7th January - 1904.

To the Honorable,

The Judges of the Circuit Court for Anne Arundel County In Equity:

The petition of William P. Baldwin and Amanda R. Baldwin his wife respectfully states unto Your Honors that at the sale of the real estate in these proceedings mentioned your petitioner William P. Baldwin purchased for your petitioner, Amanda R. Baldwin, the real estate in these proceedings mentioned and with a check from her upon her funds in the Farmers National Bank made the first payment of one hundred dollars, but by mistake the property was knocked down to your petitioner, Wm. P. Baldwin and the sale reported as made to him.

Your petitioner Amanda R. Baldwin further states that all the purchase money necessary to purchase said land has been or will be furnished by her from her funds in said Bank part of which she was compelled to raise by negotiating a loan from said Bank.

Your petitioners therefore pray the Court to pass an order substituting the said Amanda R. Baldwin in place of the said William P. Baldwin as purchaser of said real estate as described and set forth in said proceedings. And as in duty &c.

Robert Moss
Solicitor for Petitioners

Amanda R. Baldwin
William P. Baldwin

I hereby consent to the passage of this order. George A. Solter, Trustee &c.

Order 7th January 1904.

Ordered upon the aforegoing petition and written consent of the trustee this 7th day of January A.D. 1904, by the Circuit Court for Anne Arundel County sitting in Equity that Arkansas R. Baldwin be and she is hereby substituted as purchaser of the real estate in these proceedings mentioned in place of William P. Baldwin.

Jas. Revell.

In the case of
Charles E. Roberts et al
vs.
Rosa L. Brown et al

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report and Account. Filed 25th May 1904.

To the Honorable the Judges of said Court

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the written account in which the usual allowances for taxes, commissions, costs, and expenses are allowed them a fee to the solicitor of record as per order of Court and the balance is distributed among creditors of the estate pro-rata at 17 2/100 ¢ on the dollar.

Additional report on next sheet.

All of which is respectfully submitted.

James A. Aurus Auditor

In the Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that after filing his a/c. and report an additional bill of the Anne Arundel Advertiser of $10 50/100 was filed. This amount has been deducted from the distributive shares overleaf and shows a new distribution as of the date of the filing of the a/c.

All of which is respectfully submitted.

James A. Aurus,
Auditor

Dr. The Real Estate of Richard L. Brown deceased in ac. with George A. Solter Trustee Cr.

1903						1903				
Oct. 19th	To the Trustee Commiss on - $ 700 00	$	44	00		Oct. 19th	By proceeds of sale of			
" "	" " 10% " " on $ 68 87		6	88	50 88		real Estate, as per re-			
" "	" " for his expenses viz						port filed	$ 700	00	
" "	Advertising, A. A. Advertiser 2 bills		25	00		"	By cash rec'd of farm	68	87	$ 768 87
" "	" " Baltimore Sun		1	05						
" "	Auctioneer, Martin Brady		5	00						
" "	" " "		5	00						
" "	" " J. Roland Brady		10	00						
" "	" Sundry expenses " G. A. Solter		41	38	87 43					
" "	" The Trustee for Court Costs									
" "	" Solicitor		10	00						
" "	" Clerk Circuit Court		23	20						
" "	" Sheriff Baltimore City			90						
" "	" Guardian ad litem		4	00						
" "	" Examiner		20	00						
" "	" Auditor		18	00	76 10					
" "	" Barry W. Mister fee order of Court				50 00					
" "	" Taxes as follows									
" "	" State & County for 1901		30	22						
" "	" " " " 1902		29	64						
" "	" " " " 1903		30	92	90 78					
" "	" Chas E. Robrite administrator for overpayment personal estate				8 45					
	Costs on Judgment vs. Wilson				7 00					
" "	" Balance for distribution				398 23					
					768 87					768 87

The Estate of Richard L. Browne in account with

Geo. A. Salter Trustee

1903					1903				
Dec 19	To distribution @ 17 20/100 % on the $/100 as follows				Dec 19	By balance for distribution		$ 398	23
"	To Geo. L. Wiesmuller			91					
"	" Wm. H. Speaden & Bro.			1	02				
"	" Jno. C. Murray			5	30				
"	" E. N. Robinson & Bro.			14	78				
"	" Geo. F. Sloan & Bro.			1	33				
"	" Dr. J. C. Atkinson			1	70				
"	" Chas. S. Beebe (Whitelaw et al Trustees)			5	47				
"	" L. F. Corbitt			26	75				
"	" Wagner Bros.			3	19				
"	" Dr. W. B. Burch			12	00				
"	" L. L. Lambert & Co.			2	00				
"	" J. Morris Fowler			8	03				
"	" W. J. Hooper Mfg Co.			4	06				
"	" J. D. Johnson & Co			4	00				
"	" A. H. Lukens, Box Co.,			11	23				
"	" W. H. Moore & Co			2	48				
"	" A. Watter & Co.			3	40				
"	" Maryland Lithographic Co.			6	98				
"	" J. Hilsheart & Co.			8	72				
"	" Geo. F. O'Brecht			14	76				
"	" Baugh & Sons & Co,			32	30				
"	" Lewis Grimeison			46	35				
"	" George Klein			63	25				
"	" C. G. Davis			6	00				
"	" Geo. M. Reed			5	10				
"	" Chas. W. Brown			2	00				
"	" F. A. Whitham			3	00				
"	" Winner & Co.			15	90				
"	" Macca Exchange			26	00				
"	" Isaac Winchester			60	00				
				$ 398	23				

By balance for distribution		$ 398	23
A. A. advertising Additional 0.50			
	2	89	
	3	99	
	14	5 16	
	39	14 39	
	04	1 51	
	05	1 65	
	15	5 32	
	70	26 05	
	07	3 12	
	27	11 73	
	05	1 95	
	21	7 82	
	11	3 95	
	11	3 89	
	25	10 98	
	07	2 41	
	09	3 31	
	19 23	6 79	
	39	8 49	
	86	14 37	
	125	31 44	
	168	45 10	
	16	61 57	
	14	5 84	
	05	4 96	
	08	1 95	
	42	2 92	
	69	15 48	
	161	25 31	
	1050	38 39	
		387 73	398 23

Oct' 18-1904-Order Ratifying
Auditor's Report and Account
In the Circuit Court for
Anne Arundel County.

Ordered by the Court, this 18 day of October 1904 that the aforegoing Report and Account be ratified and confirmed as stated and reported by the Auditor, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. Revell.

Charles E. Roberts, Esq.
Administrator
vs

In the matter of the sale of the Real Estate of Hamilton Arnold, and Emma J. Arnold his wife } No. 2614 Equity In the Circuit Court for Anne Arundel County.

Certified Copy Mortgage Filed 16 April-1904.

This Mortgage, made this Eighteenth day of July in the year one thousand eight hundred and eighty-four, by Hamilton Arnold and Emma Arnold his wife of Anne Arundel County in the State of Maryland and Mortgagors of the first part and John W. Schwartz of Harford County and State aforesaid as Mortgagee of the second part.

Whereas Hamilton Arnold is justly and truly indebted unto John W. Schwartz in the full sum of Twenty four hundred dollars part purchase money for the hereinafter described land for which sum they have passed to the said John W. Schwartz their promissory note bearing date March 24-1884, and drawn payable to the said John W. Schwartz at five years after date, and for the interest to accrue on said principal sum in the meantime payable semi-annually the said Hamilton Arnold and Emma Arnold his wife have also passed to the said John W. Schwartz their ten other promissory notes each for the sum of seventy-two dollars all dated and drawn as aforesaid and payable to the order of the said John W. Schwartz at six, twelve, eighteen, twenty-four, thirty, thirty-six, forty-two, forty-eight, fifty-four and sixty months after date. To secure the payments of all the aforesaid promissory notes as and when the same shall severally mature this mortgage is executed, Now this Mortgage witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Hamilton Arnold and Emma Arnold his wife do grant, bargain, sell and convey unto the said John W. Schwartz his executors, administrators & assigns in fee simple. All that tract or part of a tract of land situate in the Third District of Anne Arundel County in the State of Maryland and more particularly in an Indenture of Mortgage from Thomas P. Richardson and Elizabeth Richardson his wife to Samuel Snowden, dated the 15th day of October 1878 Land Records of Anne Arundel County in the State aforesaid in Libre S. H. No. 13- folio 439 &c. Being also the same tract of land mentioned and is more particularly described by metes and bounds courses and distances in a deed from Joseph Mayo to William Theodore Revell dated the 9th day of March 1863 and recorded in Libre R. H. G. No. 11- folio 310 one of the Land Records of said County also the same tract of land described in a deed from Samuel Snowden, Mortgagor to Hamilton Arnold dated the 18th day of July 1884 and intended to be recorded among the Land Records of Anne Arundel County prior to the recording hereof. Together with the buildings and improvements thereon, and the rights roads, ways, waters, privileges and appurtenances thereto in any wise appertaining. Provided that if the said Hamilton Arnold and Emma Arnold, their heirs, Executors, admin-

istrators, or assigns) shall punctually pay to the said John W. Schwartz his executors, administrators or assigns the aforesaid sum of money and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises the said Hamilton Arnold and Emma Arnold his wife may hold and possess the aforesaid property, upon paying in the meantime, all taxes on said property and on the mortgaged debt and interest hereby intended to be secured; which taxes, mortgage debt and interest thereon, the said mortgagors for themselves their heirs, executors, administrators and assigns hereby covenant to pay when legally demandable.

But in case of default hereof made in payment of the mortgage debt aforesaid, or of the interest thereon in whole or part or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and demandable; and these presents are hereby declared to be made, In Trust, and the said John W. Schwartz his executors, administrators or assigns or Samuel Snowden his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their heirs or assigns; which sale shall be made in the manner following: by giving at least twenty-days notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County and the proceeds arising from such sale to apply first: to the payment of all expenses incident to such sale, including taxes and other proper charges and such commissions as are allowed on sales under decree of Court.

Secondly to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not: And as to the balance, to pay it over to said Hamilton Arnold his heirs or assigns.

And the said Hamilton Arnold and Emma Arnold his wife further covenants to insure forthwith, and during the existence of this mortgage to keep insured, by some Insurance Company or Companies acceptable to the mortgagee, or his assigns, the improvements on the hereby mortgaged land, to amount of at least Two Thousand dollars, and to cause the policy, or policies issued therefor to be so framed or indorsed, or in case of fire, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claims hereunder, and to deliver such Policy or Policies to the mortgagee

Witness the hands and seals of said mortgagors

Test:

Philip Pettibone

Hamilton Arnold (Seal)

Emma J. Arnold (Seal)

State of Maryland, Anne Arundel County, to wit:
I hereby certify, That on this eighteenth day of July, in the year one thousand eight hundred and eighty-four before the subscriber a Justice of the peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hartleton Arnold and Emma Arnold his wife and acknowledged the foregoing mortgage to be their act.

Philip Pettebone J.P.

State of Maryland,
Baltimore City Sct.
I hereby certify, That on this 4th day of September, A.D. 1884, before me the subscriber a Justice of the peace of said State in and for said City personally appeared Samuel Snowden Agent of the within named mortgagee and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth, and that he is the agent of the said mortgagee.

Geo. McC. Caffray, J.P.

State of Maryland,
Baltimore City Sct.
I hereby certify that George McC. Caffray Esquire before whom the annexed affidavit was made and who has thereto subscribed his name was at the time of so doing a Justice of the peace of the State of Maryland in and for 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 4 day of Sept. A.D. 1884.

Jas. Bond, Clerk of the Superior Court of Baltimore City.

Recorded 5th September, 1884.

State of Maryland.
Anne Arundel County, Sct.
I hereby certify that the aforegoing is truly taken and copied from Libr J.H.H. No. 24, folio 252 etc. one of the Land Records of Anne Arundel County
In Testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 16th day of April 1904

Seal C.C.A.A.Co.

George Wells
Clerk C.C.A.A.Co.

Bond filed and approved Apl. 16-1904.

Know all men by these presents, That we, Elizabeth J. Swarts of Baltimore City in the State of Maryland, and the American Building Company of Baltimore, a corporation duly chartered under the laws of

said State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand ($5,000) Dollars current money, to be paid to the said State of Maryland, or its certain Attorney: to which Payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with the seal of the said Elizabeth T. Swartz and duly executed by the said American Bonding Company of Baltimore this 22nd day of March, in the year of our Lord one thousand nine hundred and four.

Whereas, the above bounden Elizabeth T. Swartz, as Executrix of John W. Swartz late of Harford County, Maryland, deceased, by virtue of the power contained in a mortgage from Hamilton Arnold and Emma Arnold, his wife, to the said John W. Swartz, dated the 18th day of July 1884, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 24, folio 252, is about to sell the lands and premises described in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants in said mortgage contained:

Now The Condition of the above obligation is such that if the above bounden Elizabeth T. Swartz, as Executrix of said Mortgagor, do and shall well and truly perform the trust reposed in her under the said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged premises, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness the hand and seal of the said Elizabeth T. Swartz and the hands of the Vice-President of the American Bonding Company of Baltimore, and the corporate seal thereof attested by its Secretary.

Test: as to Elizabeth T. Swartz:—
Elias Clifford

Corporate Seal

Elizabeth T. Swartz (seal)
American Bonding Company
of Baltimore
By: Samuel H. Shriver, President
attest: Edwin W. Por. Secretary

Elizabeth T. Swartz,
Executrix of John W. Swartz, dec'd.
vs.
Hamilton Arnold & wife

In the
Circuit Court
for Anne Arundel County
In Equity.

Report of Sale - Filed 26 April, 1904.

To the Honorable, The Judges of said Court:

The Report of Elizabeth T. Swartz, Executrix of John W. Swartz, late of Harford County, deceased, respectfully shows.

1. That in pursuance of the power contained in a Mortgage from

Hamilton Arnold & wife to her deceased husband and testator John W. Swartz (called in said Mortgage Schwartz) dated the 18th day of June in the year 1884 and recorded amongst the Land Records of Anne Arundel County in Liber J. H. No. 24 folio 252, default having been made under the terms of said Mortgage, and the said Swartz having in the meantime departed this life leaving a last Will and Testament duly executed to pass real and personal estate and admitted to probate in due form by the Orphans Court of Harford County, the said Elizabeth, Executrix of the said will advertised the real estate described in said Mortgage for sale at public auction at the Court House door in Annapolis the County seat of Anne Arundel County, on Tuesday the 26th day of April in the year 1904 at half-past eleven O'clock A.M. said advertisement was published in the "Anne Arundel Advertiser" a weekly newspaper published in the said City of Annapolis, for more than three full weeks before the day of sale, and the said Elizabeth also had hand-bills of said Notice of sale struck off and circulated throughout Anne Arundel and Adjacent Counties, and also filed a bond for the faithful discharge of the duties required of her in the exercise of said power in the penalty required by law which was duly approved by the Clerk of this Court.

2. That in pursuance of the notice aforesaid the said Elizabeth did attend at the Court House door in Annapolis on Tuesday the 26th day of April 1904 at half past eleven O'clock, A.M. and then and there offered the real estate aforesaid as described in said Mortgage and the annexed advertisement which is hereby made a part of this Report for sale at public auction to the highest bidder and sold the same to herself as Executrix as aforesaid at and for the sum of twenty-five hundred dollars ($2500.) she being the highest bidder therefor, and on the terms stated in said advertisement.

3. That said sale was bona fide and fairly made, and for the best price which could be obtained, and is respectfully reported to the Court for ratification

Respectfully submitted.

Elizabeth T. Swartz
Executrix of John W. Swartz dec.

State of Maryland,
Anne Arundel County Sct.

I hereby certify that on this 26th day of April in the year 1904 before the subscriber a deputy clerk of the Circuit Court for Anne Arundel County personally appeared Elizabeth T. Swartz, Executrix of John W. Swartz, late of Harford County, deceased, and made oath in due form of law, that the facts stated in the foregoing report are true to the best of her knowledge and belief, and that the sale therein reported was bona fide and fairly made and for the best price which could be obtained.

Robert H. Welch, Dep. Clerk

It is agreed that the sale within reported be finally ratified and confirmed without the publication of the usual order nisi.
April 26th 1904.
Witness:
James W. Owens

J. Hamilton Arnold
for self & wife
Elizabeth J. Swartz, Executrix
of John W. Swartz, decd.

Order of Ratification of Sale by agreement
Here on April 26th 1904.

Upon the aforegoing agreement it is ordered this 26th day of April 1904 that the sale within reported be and the same is hereby finally ratified and confirmed and that Elizabeth J. Swartz Executrix is allowed the commissions provided by law and Stevenson A. Williams is hereby appointed trustee to execute a deed for the property sold and within reported to the said Elizabeth and these proceedings are forthwith referred to the Auditor of this Court to state an account

Jas. Revell.

In the Case of
The Sale of the mortgage
real Estate of Hamilton Arnold
vs.

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account, Filed 12 Nov. 1904.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account, in which taxes and Mortgages commissions costs and expenses are first allowed then the balance is audited in part payment of the mortgage debt. The interest is not calculated as there is small chance of collecting anything further from the mortgagor. All of which is respectfully submitted.

James W. Owens
Auditor

The mortgaged Real Estate of Hamilton Arnold in ac with

Elizabeth J. Swartz Exmtrix of Jno. W. Swartz Mortgagee

Cr.

In the matter of the Sale of the mortgaged Real Estate of Philip D. Fairall & Alexina Fairall } No. 2597 Equity. In the Circuit Court for Anne Arundel County.

Original Mortgage, Filed 19 January-1904.

This Mortgage, made this tenth day of January in the year nineteen hundred and three by Philip D. Fairall, single, and Alexina Fairall, single, parties of the first part, of Anne Arundel County, State of Maryland, and Isaac Silver of the second part of Anne Arundel County, of the State of Maryland Witnesseth Whereas, Philip D. Fairall and Alexina Fairall on the 11th day of March in the year 1902, became the purchasers of all that tract of land containing of 143 3/4 acres of land formerly owned by their father Alfred Fairall, released for the sum of $1725 as will appear by reference to the proceedings in the Circuit Court for Anne Arundel County, No. 2329 Equity Farmers National Bank vs. Horace Fairall and paid down the sum of One Hundred Dollars on account of the said purchase money. And Whereas to complete the payment of the said purchase money the said Philip D. Fairall and Alexina Fairall, together with Joseph S. Black, Henrietta P. Black, and Isaac Silver as joint and several makers of a promissory note dated the Twelfth day of November 1902 for the sum of Fourteen Hundred Dollars, payable six months after date to the Farmers National Bank of Annapolis have borrowed the sum of Fourteen Hundred Dollars with which to pay the balance of the purchase money aforesaid for the land aforesaid. And whereas said Joseph S. Black, Henrietta P. Black, and Isaac Silver sustain the relation of sureties to the said Philip and Alexina on the said promissory note although joint and several makers thereof with the said Philip and Alexina as to the said Bank. And whereas it was a condition precedent to the execution of the said note by the said Isaac Silver that these presents should be executed to secure and save him harmless in the premises.

Now therefore in consideration of the premises and of the sum of one dollar, the parties of the first, Philip D. Fairall, have bargained and sold, and by these presents do grant and convey unto the said Isaac Silver, his heirs and assigns, in fee-simple the following property, namely: All those several tracts of land in the 4th Election District of Anne Arundel County whereof Alfred Fairall late of said County died seized and possessed consisting of two tracts of land one containing 58 3/4 acres called "Stewards Lot" and the other consisting of 85 acres called "Trusty Friend", adjoining each other and containing in the whole 143 3/4 acres, improved by a dwelling barn and other buildings and adjoining the lands of Thomas Downs J. T. Downs and Byron Phelps, and situate about one and a half miles from Odenton, being the same property mentioned and described in the proceedings in the Circuit

Court for Anne Arundel County in No. 2329 Equity, Farmers National Bank of Annapolis vs. Horace Kidiall et al, under the decree in which case passed on the 18th. of March 1902, the land mentioned and described in said proceedings was sold, which said sale was duly reported to and ratified by the Circuit Court for Anne Arundel Co., in No. 2329 Equity aforesaid

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

To Have and To Hold the above described premises unto and to the proper use and benefit of the said Isaac Silver, his heirs and assigns in fee simpee, forever.

Provided however, that if the said parties of the first part shall pay or cause to be paid, take up or cause to be taken up, the aforsaid note executed by themselves and the said Joseph S. Black and Henrietta P. Black and Isaac Silver to the Farmers National Bank, dated the Twelfth day of November in the year Nineteen Hundred and two, and all renewals of substitutes therefor for the whole or any part thereof, when due and payable, and shall indemnify and save harmless the said Isaac Silver, from all and every loss, damage and expense to which they may be in any subjected by reason of their said suretyship, and shall pay or cause to be paid all discount interest, and expenses of every kind that may accrue upon said note, and of all renewals or substitutes therefor, in whole or in part, or that may be incurred by said sureties in any suit or suits that may be instituted for the collection thereof, and shall perform all the covenants herein on the part of the parties of the first part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises the said parties of the first part shall possess the aforsaid 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, and the aforsaid debt represented by said note, and any and all renewals thereof and substitutes therefor, in whole or in part aforsaid, the said parties of the first part for themselves and for their heirs, executors and administrators, hereby covenant to pay when legally demandable. But if default be made in the premises and in the payment of said note, or any renewal thereof, or substitutes therefor, in whole or in part or in the payment of the discount or interest thereon, or any part of either one of them at the time limited for the payment of the same, or any agreement, covenant or condition of this mortgage, then the entire debt shall be due and demandable, and it shall be lawful for the said party of the second part, Isaac Silver, his heirs, executors, administrators or assigns or James W. Murray, their Attorney or Agent, at any time after such default, to sell the hereby mortgaged property, or so much thereof as may

be necessary to reimburse the said sureties for any loss which they might incur by reason of their aforesaid suretyship, and to pay whatever may remain due and owing on the said note, or any renewal thereof or substitutes therefor, in whole or part, and to pay and satisfy all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers his her or their heirs and assigns, and which sale shall be made in the manner following, namely: Upon giving twenty days' notice of the time place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient, and in the event of a sale of the property under the power hereby granted the proceeds arising from such sale to apply.

First. To the payment of all expenses incident to such sale, including an appearance fee and six per cent commissions to the party making sale of said property, and including the premiums on any bond given as duly authorized surety company, by the person exercising the power of sale herein contained.

Secondly. To the payment of the amount remaining due on said note or any renewal thereof, or substitutes therefor, in whole or in part, both for principle, discount, interest and costs, and to the reimbursement of the said sureties for any and all loss or damage which they may have sustained or become liable for by reason of their said suretyship.

Thirdly. To the payment of any other note or notes, or renewals thereof, or substitutes therefor, that may fall due and not be paid by the said parties of the first part their heirs, executors, administrators and assigns, until all of the notes upon which said mortgagees or any of them are sureties for said parties of the first part and any and all other notes of the said parties of the first part, due to the said Bank, or which the said Bank may have discounted, shall be fully paid and satisfied by the said parties of the first part.

Fourthly: The surplus, if any, to pay over to the said parties of the first part, or to whoever may be entitled to the same.

And the said parties of the first part for themselves and for their heirs executors, administrators and assigns, do further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged property to at least the amount of 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 mortgagees to the extent of their lien or claim thereunder.

Witness the hands and seals of the said mortgagors.

Test:
Jas. E. Hogue J.P.

Philip D. Hannah (Seal)
Alexina Hannah (Seal)

State of Maryland,
Anne Arundel County, To wit:

I Hereby certify, that on this Tenth day of January in the year nineteen hundred and three before the subscriber, a Justice of the peace of

the State of Maryland in and for Anne Arundel County, personally appeared Philip D. Fairall and Alpina Fairall, and acknowledged the aforegoing mortgage to be their act.
And now at the same time also personally appeared Isaac Silver the within named mortgagee, and made oath in due form of law that the consideration set forth in the aforgoing Mortgage, is true and bona fide as therein set forth.

Jas. E. Rogue J.P.

Bond Filed & Approved Jan. 28-1904.

Know all men by these presents, That we, James H. Gunnor, of Annapolis Maryland and The Fidelity and Deposit Company of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Three 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 19th day of January in the year one thousand nine hundred and four.

Whereas the above bounden James H. Gunnor, in execution of a power of sale contained in a mortgage from Philip D. Fairall et al to Isaac Silver dated the 10th day of January 1903 and recorded in Land Records of Anne Arundel County in Liber G.H. No. 28 folio 400 is about to sell the property in the said mortgage mentioned and described, the said mortgage being in default

Now, The Condition of the above obligation is such, That if the above bounden James H. Gunnor do and shall abide by and fulfill any orders or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void: otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of

James H. Gunnor (Seal)
Fidelity & Deposit Company (Seal) (Corporate Seal)
By Elias R. Miller Vice Prest.
Attest
Thos L. Berry, Asst Secy

State of Maryland
City of Baltimore ss.

On this 20th day of January, A.D. 1904, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came Elias R. Miller, Vice President and Thos L. Berry, Asst Secretary, of The Fidelity and Deposit Company of Maryland, to me personally known to be the individuals and officers described in, and who executed, the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn severally and each for himself deposeth and saith,

that they are the said officers of the Company aforesaid, and that the said seal affixed to the preceding instrument is the Corporate Seal of said Company And that the said Corporate Seal and their Signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof I have hereunto set my hand and affixed my Official Seal at the City of Baltimore the day and year first above written.

Notary Seal

Fred S. Artzt
Notary Public

Commission Expires, May-1904

In the matter of the sale of the Mortgaged Real Estate of Philip D. Hailes and Alexina Hailes

No. 2597 Equity
In the Circuit Court for Anne Arundel County

Report of Sale. Filed 10th February-1904.
And Order Nisi passed thereon same day.

To the Honorable, The Judges of said Court

The Report of James W. Munroe, the attorney named in the mortgage filed in this cause to make sale of the real estate in the said mortgage mentioned and described respectfully shows:

1. That the said mortgage was in default and upon the demand of the surety in said mortgage, he did proceed to make sale of the said property after having first filed his bond with duly approved security and having ~~first fixed~~ given due public notice of the time, place, manner and terms of the said sale by advertisement for more than three weeks in the Maryland Republican, a newspaper published weekly at Annapolis, Maryland, and also gave notice of said sale by handbills, which he caused to be sent to numerous public places in the neighborhood of the said property advertised to be sold, and pursuant to said notice of sale he did attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday the second day of February, 1904, at eleven o'clock A.M. and then and there in the presence of quite a number of persons offered the said property for sale as a whole, containing one hundred and forty-three and three-quarters acres, and sold the same to Isaac Silver, at and for the sum of eighteen hundred and fifty dollars, he being then and there the highest bidder therefor, and he herewith files a written memorandum of the said sale signed by the said purchaser, from which it appears that the purchaser agrees to pay in cash the whole purchase money upon ratification of the sale.

All of which is respectfully submitted.
And he is in duty, etc.

James W. Munroe
Attorney.

State of Maryland, Anne Arundel County to wit:
I hereby Certify that on this Tenth day of February in the year 1904, before me the subscriber, a Deputy clerk of the Circuit Court for Anne Arundel County, personally appeared the within named James H. Munroe Attorney and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true as therein stated and that the said sale was fairly made.

Wm. N. Woodward,
Deputy Clerk, Circuit Court for Anne Arundel County.

Annapolis, Md. July 2. 1904.
I have this day bought of James H. Munroe, Atty, the within described property for the sum of Eighteen Hundred and fifty dollars ($1850) payable cash on ratification of sale. Witness my hand and seal

Isaac Silver (Seal)

In the matter of the sale of the mortgaged Real Estate of Phil D. Fairall and Alpina Fairall } In the Circuit Court for Anne Arundel County No. 2597 Equity.

Order Nisi

Ordered this 10th day of February 1904, That the sale of the Mortgaged Real Estate in these proceedings mentioned made and reported by James H. Munroe, Attorney named in the mortgage. Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 10th day of March 1904. Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of March 1904.
The report states the amount of sales to be $1850.00
Geo. Wells, Clerk.

Certificate Pub. Order Nisi - Filed 14 March 1904.
Annapolis, Md. March 10-1904.
I certify that the annexed Order Nisi in the matter of the sale of the real estate of Philip D. Fairall was published in "The Advertiser," a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 10 day of March 1904. The first insertion being made the 17th day of February 1904.

W. Wade Holladay
Publisher

Order March 16th 1904.

In the matter of the mortgaged Real Estate of Philip D. Hainall and Alpina Hainall } In the Circuit Court for Anne Arundel County March Term - 1904

Ordered by the Court, This 16th day of March 1904, that the sale made and reported by the Trustee aforesaid be and the same is hereby Ratified and Confirmed, no cause to the Contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouches for the Auditor

J. Thomas Jones.

Auditors Report & Account A. Filed 29 June 1904.
Nov. 10th 1904 Order Refecting Auditds Account A.

In the Case of The Sale of the Mortgaged Real Estate of Philip D. & Alpina Hainell } In the Circuit Court for Anne Arundel County.

Auditor's Account B. - Filed August 4 1904.

To the Honorable, The Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account, wherein costs, commissions, expenses and taxes are allowed and then the $1400 note secured by the mortgage filed in this case, and the balance is applied toward the payment of the $130 note filed in the case and claimed to be secured by the said mortgage of indemnity. This is stated at the request of the mortgagee. All of which is respectfully submitted.

James W. Burns Auditor

Anne Arundel County, Maryland,
August 2nd 1904.

We hereby agree to the immediate ratification of this account.

Witness
Isaac Silver

Mrs. Annie A. Hainall
Alpina Hainall

The Mortgaged Real Estate of Philip W. & Alpina Hancock

Dr.

1904 | vice with James M. Munroe Attorney

Feb. 2. | To the Atty for his commissions @ 1% | | | 111 | 00 | 1904 Feb 2 | By proceas real estate as per report filed | | 1850 | 00

" " " " " " " " expenses, viz:

" " " Advertising, Maryland Republican | 16 | 50

" " " " " Order nisi, A. A. Advertiser | 4 | 00

" " " Auctioneer, W. F. Winnick | 11 | 00 | 31 | 50

" " " The Atty for Court Costs, viz:

" " " Solicitor | 10 | 00

" " " Clerk Circuit Court | 9 | 53

" " " Auditor | 9 | 00 | 28 | 53

" " " The Atty for taxes, viz:

" " " State & County for year 1901 | 38 | 86

" " " " " " " 1902 | 40 | 94

" " " " " " " 1903 | 35 | 34 | 115 | 34

" " " Jas. M. Munroe for money, due

" " " Fire Insurance paid by him | 7 | 00

" " " To Premium on Fidelity Bond | 11 | 10 | 18 | 10

" " " Isaac Silver use of The Farmers National Bank for note payable by Isaac Silver endorsed. Amount $1400, Dat. 2 mos 21 days 1890 secured by mortgage of indemnity | | | 1418 | 90

To Farmers' National Bank for note of $130 payable by Isaac Silver and secured by mortgage of indemnity, this balance | | | 126 | 61

| | | 1850 | 00 | | | | 1850 | 00

Final Order Nov. 10 - 1904.
In the Circuit Court for
Anne Arundel County.

Ordered by the Court, this day, 10th of November 1904, that the aforegoing Report and Account B. of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. the parties interested in the distribution of the proceeds of sale in this case are assenting thereto in writing thereon endorsed, and requesting this distribution of the proceeds of sale by their petition filed in this case of this date. And it is further ordered, that report and account A. of the Auditor filed in this case be and the same is hereby overruled & disallowed.

Wm. H. Thomas.

In the Matter of the sale of The Mortgaged Real Estate of Philip D. Hainall and Alexina Hainall } No. 2597 Equity
In the Circuit Court
for
Anne Arundel County.

Petition of Alexina Hainall and Annie A. Hainall widow of Philip D. Hainall, filed 10 November 1904.

To the Honorable The Judges of said Court.

The petition of Alexina Hainall and Annie A. Hainall, widow of Philip D. Hainall, respectfully shows:

1. That in order to procure the purchase money of the property mentioned in these proceedings, bought of Isidor James Lu. D. Turner, Trustee under the decree of the Circuit Court for Anne Arundel County in the case of The Farmers National Bank against Horace Hainall et al., No. 2379 Equity, Your petitioner, Alexina Hainall, and her brother, Philip D. Hainall, the deceased husband of Your petitioner, Annie A. Hainall, borrowed from the Farmers' National Bank of Annapolis two sums of money, to wit: the sum of fourteen hundred dollars and the sum of one hundred and thirty dollars at different times, for both of which sums of money the said Alexina Hainall and Philip D. Hainall passed to the Farmers' National Bank of Annapolis their promissory notes, upon both of which a certain Isaac Silver was surety for said purchasers, and the said note for fourteen hundred dollars was specifically and by terms secured by the mortgage of indemnity filed in this case, and the note for one hundred and thirty dollars was intended to be secured also by the said mortgage under the following provision of the said mortgage, to wit: that the said mortgage should be and remain as a security and indemnity to the said Isaac Silver not only for

the said note of fourteen hundred dollars, but for any and all other notes of the said parties to the said Farmers National Bank or which the said bank may have discounted for them and until all of said notes should have been fully paid and satisfied by the parties of the first part although the said note of one hundred and thirty dollars is not specifically and by terms mentioned in said mortgage. 2. That in the event that said one hundred and thirty dollar note should not be allowed by the Auditor as not covered by the express terms of the said mortgage, there would then be due from the proceeds of sale of the said property in the above entitled cause to your petitioner, Alexina Fairall $63.30 and to the estate of the said Philip D. Fairall $63.31. That the said Philip D. Fairall left so little personal estate that your petitioner Annie A. Fairall, his widow, has not felt justified in taking out letters of administration thereon, and in the event of her taking out letters of administration upon his estate, she would be entitled after payment of the funeral expenses, to the whole $63.31 for her widow's allowance. That your petitioners are both anxious that the said balance remaining over out of the proceeds of sale of said property after the payment of the costs, expenses and note for $1400, to wit, the sum of $126.61, should be allowed and applied to the payment of the said note for $130 according to the intent and purpose of the parties to the aforesaid mortgage, in order that the surety on the said notes for the purchase money of the said property might be fully protected and indemnified according to the true intent and purpose of the aforesaid mortgage, and Your petitioners accordingly pray this Honorable Court to Ratify and approve account "B" of the Auditor which has allowed the $130 note as aforesaid, crediting thereon the balance of the proceeds of sale remaining applicable thereto, and to reject and set aside Account "A" of the auditor in which the said $130 note is disallowed, and the balance of the proceeds of sale ordered to be paid respectively to Your petitioner, Alexina Fairall, and the estate of the said Philip D. Fairall.

And as in duty, etc

Alexina Fairall
Mrs. Annie A. Fairall.

State of Maryland
Anne Arundel County, To wit:

I hereby certify that on this 6th day of August in the year 1904, before me a Justice of the peace for the State of Maryland in and for Anne Arundel County, personally appeared the above named Alexina Fairall and Annie A. Fairall, widow of Philip D. Fairall, deceased, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated, to the end that the same may be duly filed in the Circuit Court for Anne Arundel County in the matter of the sale of the mortgaged Real estate

of Philip D. Hannah and Alepina Hannah, No. 2597 Equity in said Court.
Lester L. Heiney, J.P.

August H. Williams,
Ida V. Williams, and
Ida V. Williams next
friend of Louisa Williams,
Albert Williams, and
Charles Williams, Infants
and under the age of twenty
one years.

vs.

Louisa Williams, Albert
Williams and Charles Williams,
Infants and under the age of
twenty one years.

No. 2671 Equity

In the

Circuit Court

for

Anne Arundel

County.

Bill of Complaint, Filed 29th Sept. 1904.

To the Honorable Judges of said Court.

Your orators, August H. Williams, Ida V. Williams and Ida V. Williams mother and next friend of Louisa Williams, Albert Williams and Charles Williams, Infants and under the age of twenty one years respectfully states to the Honorable Court.

1st. That on the 16th day of April in the year 1903, Louisa Williams and Jonas Williams her husband granted and conveyed to their son the said August H. Williams for life and at his death to his children in fee a lot of ground situate in the Village of Eastport in the Second Election District of Anne Arundel County, a full and complete discription of said lot of ground will be found in the deed dated April 16 1903, and recorded in Liber G. W. No. 30, folio 271, from Louisa Williams & her husband Jonas Williams to the said August H. Williams and children.

2nd. That the said August H. Williams, has now living three infant children, namely, Louisa Williams age 8 years, Albert Williams age 5 years and Charles Williams age 2 years.

3rd That the lot of ground conveyed to the said August H. Williams, and children is unimproved and unless something is done it will be, for a number of years, a burden and expence to them, as the youngest child is only two years of age.

4th That your orators may improve said lot of ground and thereby make it a source of revenue and income to them and the said infant children they will be required to borrow at least seven hundred dollars more or less.

Your orators therefore prays the Court to pass such a decree in the premises as may be necessary to authorize the natural guardian, the father of said infant children, or any person the Court thinks proper to act for them, to borrow the sum of seven hundred dollars, or as much as will be necessary to improve said lot of ground by the building of a home thereon, and to secure said loan by mort-

gage And to provide by an appropriate order for the execution of said Mortgage in such form as to secure said loan.
Your Orators believe that it will greatly to the interest benefit and advantage of said infant Children if the Court will allow and permit said real estate to be mortgaged as prayed for the purpose of securing the necessary Loan.
To the end therefor that your orators may obtain the decree prayed and that they may have such other and further relief as their cause and equity require. May it please your Honors to grant unto your orators the writ of Subpoena against the said Louisa Williams Albert Williams and Charles Williams commanding them to be and appear in this Court by guardian ad litem, on or before some day to be named therein to show cause if any they have why a decree should not pass as prayed.
And as in duty bound etc.

A. J. Brady,
Sol for Complainants

Authority from Ida V. Williams to use her name as next friend. Filed 29 Sept 1904.
Annapolis Sept 28-1904.
I hereby authorize A. J. Brady Atty to use my name in a proceeding to be instituted in the Circuit Court for Anne Arundel County, in Equity, for the purpose of Mortgaging the lot of ground conveyed by deed to August H. Williams and his children, as next friend of said children who are infants.

Ida V. Williams

Subpoenas issued as prayed, and returned summoned.
Lane B. Hardy, Sheriff

August H. Williams and Ida V. Williams next friend of Louisa Williams Albert Williams & Charles Williams, Infants et al
vs.
Louisa Williams, Infant et al

No. 2671 Equity
In the
Circuit Court
for
Anne Arundel
County
In Equity

Petition to appoint a guardian ad litem to answer for Infant Defendants.
Filed 30 Sept 1904.

To the Honorable, Judges of said Court:
The petition of Ida V. Williams next friend of Louisa, Albert and Charles Williams, Infants respectfully states.
That the said infants defendants have been summoned to answer the Bill of Complaint, against them, filed but your petitioner is informed that they can not do so only by a guardian ad litem

Your petitioner therefore prays the Court to appoint a guardian ad litem to represent and answer for said infants and respectfully suggest the name of Malcolm Hunter.
And as in duty bound etc.

A. J. Brady
Sol. for petitioner.

Order, 30th Sept. 1904.

Ordered this 30th day of September in the year 1904, by the Circuit Court for Anne Arundel County, in equity, upon the aforegoing petition that R. Malcolm Hunter be and he is hereby appointed guardian ad litem to answer and defend for the infant defendants Louisa Williams, Albert Williams and Charles Williams.

Jas. Revell.

August H. Williams, etal
vs.
Louisa Williams, Albert Williams, and Charles Williams
Infants

No. 2671 Equity
In the
Circuit Court
for Anne Arundel County
In Equity.

Answer to Bill of Complaint - Filed 30 Sept. 1904.

The answer of Louisa Williams, Albert Williams and Charles Williams, Infants by Malcolm Hunter guardian ad litem, of said infant defendants to the Bill of Complaint against them in this cause filed & exhibited answering says:
That the infant defendants, Louisa Williams, Albert Williams and Charles Williams neither admits nor denies the allegations of the Bill of Complaint in this cause filed and leave them to the protection of this Honorable Court.
As in duty bound etc.

R. Malcolm Hunter
Guardian ad litem.

August H. Williams etal
vs
Louisa Williams, Infant etal

No 2671 Equity
In the Circuit Court
for Anne Arundel County

General Replication - Filed 30 Sept 1904.

The plaintiff enters a general replication to the answer filed

A. J. Brady
Sol. for Plaintiff.

August H. Williams et al
vs.
Louisa Williams infant et al
} No. 2671 Equity
In the Circuit Court
for Anne Arundel County.

Leave to take Testimony, Filed 30 Sept- 1904.

To the Honorable, Judges of said Court:

The petition of the Plaintiffs in this cause respectfully represents to Your Honors that this case is at issue and that they are desirous to take testimony and they therefore pray that leave be granted them to do so before one of the examiners of this Court.

And they will ever pray etc.

A. T. Brady,
Sol for petitioners.

Order 30 Sept- 1904.

Ordered this 30th day of September in the year 1904 by the Circuit Court for Anne Arundel County in Equity, sitting, that leave be granted to the parties to this cause to take testimony as prayed before any of the examiners of this Court upon giving the adverse party notice

Jas. Revell

August Williams et al
vs.
Louisa Williams et al
} In the Circuit Court
for Anne Arundel Co.,
No. 2671 Equity.

Testimony Filed 5th Octobr 1904

Pursuant to an order passed by the Circuit Court for Anne Arundel County in the above cause on September 30th 1904, the following testimony was taken before me on Oct 3-1904, at my office in the City of Annapolis.

Hugh R. Riley Esq
Examiner

Present: A. Theodore Brady, Esq., Solicitor for plaintiff:
Hugh R. Riley Esq: Examiner.
Wm. R. Malcolm Hunter, guardian ad litem for infant parties was notified of hearing by Solicitor for plaintiff, and waived his presence.

August H. Williams a competent witness of lawful age being duly sworn & testified as follows.

Q. State your name, residence and occupation?

A. August H. Williams, laborer at the Ferro-Concrete Company I am 39 years old.

Q. Are you married and to whom?

A. Yes to Ida E. Williams.

Q. Have you any children, if so, state their names and ages?

A. Louisa, between nine and ten, Albert, five; and Charles, two

Years old.
Q. Have you any property located at Eastport, if so, State from whom You got it and how you got it and to whom it belongs?
A. My Mother and Father, Louisa Williams and Jonas Williams, on the 16th day of April 1903 deded to me for life and my children at my death a piece of property situated at Eastport, Anne Arundel County (A certified copy of deed to be filed in this case)
Q. Is the property improved?
A. No Sir.
Q. Do you receive any income or revenue from said property?
A. No Sir.
Q. Is the property any expense to you, if so state how and what?
A. I pay taxes on it every year and will have to do so in the future until the children become of age in order to keep it.
Q. Do you think it would be to the interest and advantage and benefit to all concerned, especially the children, if this property be mortgaged for the purpose of securing money to improve the same, if so state why you think so?
A. I think that would be the best course because unless it is improved it will simply be an expense whereas if it is improved it will bring in something.
Q. If you are permitted to borrow this money what improvements do you intend to make this property?
A. Put a house on it.
Q. Where do you expect to borrow this money?
A. The Building Association
Q. If you default in meeting the requirements and performing the covenants of the mortgage, would you be willing that the balance if any after all expenses of the same and mortgage debt be paid, be placed to the credit on some institution of your children interested in the above mentioned property?
A. Yes.
Answer to the general question under the rule of Court.
"The property could be improved for about $700 or $750."
August H. Williams.

Mrs. Ida V. Williams, a competent witness of lawful age, was duly sworn and testified as follows:
Q. State your name and residence?
A. Mrs. Ida V. Williams, Eastport.
Q. Are You married and to whom?
A. To August H. Williams.
Q. Have You any children, if so, State their names and ages?
A. Louise, aged nine, Albert aged five, and Charlie aged two.
Q. Did you or not give your consent for your name to be used

as next friend to your children? A. Yes.
Q. Do you know the property that was deeded to your husband for life and your children at his death? situated in the Village of Eastport Anne Arundel Co.?
A. Yes.
Q. Do you think it would be to the interest, benefit and advantage to your children that they be allowed to borrow money for the purpose of improving that lot by erecting a house thereon.
A. I think so it is only an expense as it is and if improved it would bring something in.
Answer to the general question under the rule of Court: "No".
Witness: Hugh R. Riley } Ida M. (wife of Charles) Williams

Mr. Charles A. DuBois, a competent witness of lawful age was duly sworn and testified as follows:
Q. State your name residence and occupation?
A. Charles A. DuBois, Annapolis, real estate business.
Q. Do you know the parties to this suit?
A. I know Mr. Williams.
Q. Did you hear the testimony of Mr. Williams?
A. I did.
Q. Mr. DuBois, basing your opinion upon that testimony, would you state whether you think and in your opinion that it would be to the interest, advantage and benefit of the children interested in this property that Mr. Williams and they be allowed to borrow money on mortgage for the purpose of improving the property by erecting a house thereon, if so give your reasons?
A. I believe so. I think it better to improve property and thereby derive a revenue rather than let the property remain unimproved and therefor yield nothing and it would be an expense.
Answer to the general question under the rule of Court:
"The value of the property mentioned herein, is, I think, between $300 and $400.

Charles A. DuBois

W. Hallam Combs, a creditable witness of legal age was duly sworn and testified as follows:
Q. State your name and occupation?
A. My name is W. Hallam Combs, residence, Annapolis, and occupation, attorney at law.
Q. Do you know the parties to this suit.
A. I know Mr. August Williams only.
Q. Did you hear the testimony of Mr. Williams?
A. I heard it read.

Q. Basing your opinion upon that testimony of Mr. Williams would you state whether you think that it would be to the interest and advantage and benefit of the children interested in this property that Mr Williams and they be allowed to borrow money on mortgage for the purpose of improving the property by erecting a house thereon if so give your reasons?
A. I think it would be unquestionably to the interest of all the parties to have the property improved and made productive as contemplated by Mr. Williams as stated in his testimony.
To the general question under the rule of Court the witness answered "No".

W. Hallam Claude.

Certified Copy of Deed: Filed with Examiner.

This Deed made this sixteenth day of April in the year of Our Lord nineteen hundred and three by Louisa Williams and Jonas Williams her husband of Eastport, Anne Arundel County, Maryland, Witnesseth That for and in consideration of natural love, and affection, and the sum of Five Dollars in hand paid, and the receipt of which is hereby acknowledged the said Louisa Williams and Jonas Williams her husband do grant, bargain, sell and convey unto August Williams To Have and To Hold during his natural life and at his death to be the property of his children in fee simple. All that Colored part of a lot of ground situate lying and being in the village of Eastport in the Second Election District of Anne Arundel County, Maryland, the same being part of lot number 140 as by a plat of Eastport, made by John Edwards Surveyor on the 30th day of September, 1868, and which is described as follows, that is to say: Beginning at a point on the South west side of Sixth Street, adjoining the lot of Alfred Chase, and running along the line of said lot in a South westerly direction a distance of Two Hundred and twelve feet and six inches to the lot owned by Mrs. Seabolin, thence running in a northerly direction along the line of said lot a distance of twenty-five feet, and from thence running in a north easterly direction a distance of Two Hundred and twelve feet and six inches to the line of Sixth Street, thence along the line of Sixth Street in a south-easterly direction a distance of Twenty-five feet to the place of beginning. Being a portion of Lot No. 140, as by a Plat made by John Edwards Esq. on the 30th day of September 1868, and which was conveyed to Louisa Williams by Annie M. Hibbard by deed dated the Sixth day of April, 1903 and recorded in Liber G. W. No. 29- folio 180, one of the Land Record Books of Anne Arundel County.

To Have and To Hold the said premises as described

And the said Louisa Williams, and Jonas Williams her husband covenant that they will warrant specially the property hereby conveyed. And they will execute such further assurances as may be requisite.
Witness the hands and seals of the Grantors.

Test:
Geo. A. Basil

Louisa L. Williams (Seal)
Jonas Williams (Seal)

The State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this Sixteenth day of April, 1903 before me the subscriber one of the Justices of the peace of the said State in and for the said County, personally appeared Louisa Williams and Jonas Williams her husband and acknowledged the foregoing deed to be their act

Geo. A. Basil
Justice of the Peace.

Recorded 20th April 1903.

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that the aforegoing deed was truly taken and copied from Liber G. W. No. 36, folio 271 etc. One of the Land Records of Anne Arundel County.

In Testimony Whereof I hereto set my hand and affix the seal (Seal) of the Circuit Court for Anne Arundel County, this fourth day of October nineteen hundred and four.

Geo. Wells, Clerk

August H. Williams et al
vs.
Louisa Williams, Infant et al

No. 2671 Equity
In the Circuit Court
for Anne Arundel County.

Consent to immediate passage of decree. Rule 41 Acts-1904

To the Honorable Judges of said Court.

The parties, both plaintiffs and defendants to this cause, pray the Court to pass an immediate decree in this case.
And they will ever pray etc.

A. J. Brady Sol. for Plaintiffs
R. Malcolm Hunter, Guardian ad litem.

August H. Williams, Ida V. Williams and Ida V. Williams next friend of Louisa Williams, Albert Williams and Charles Williams, Infants
vs.
Louisa Williams, Albert Williams and Charles Williams, Infants

No. 2671 Equity
In the
Circuit Court
for
Anne Arundel County
Sitting in Equity.

Decree October 5th 1905.

The above cause standing for a hearing, and having been submitted

the proceedings were by the Court read and considered.
This thereupon this Fifth day of October in the year, 1904, by the Circuit Court for Anne Arundel County sitting in Equity by agreement of parties endorsed hereon and by this Court adjudged, ordered and decreed that August H. Williams on behalf of himself and the infant defendants, Louisa Williams, Albert Williams and Charles Williams be and he is hereby authorized and empowered to raise by way of mortgage, upon the real estate granted and conveyed by Louis Williams, and James Williams her husband to the said August H. Williams for life and at his death to his children in fee, by deed dated April 16-1904, and recorded in Liber G. W. No. 30, folio 271 one of the Land Record Books of Anne Arundel County a sum of money not exceeding seven hundred and fifty dollars, after payment of all costs & expenses of this proceeding to be applied to the building of a house on the lot of ground granted and conveyed as aforesaid, to said August Williams for life, and at his death to his minor children as before mentioned.
And it is further ordered and decreed that to secure said loan the said August Williams by a good and sufficient mortgage in the usual form and containing the usual covenants, convey to the mortgagee the said lot of ground mentioned above, And as it is shown in the testimony that the loan is to be made by the Workingmens Building and Loan Association of Annapolis, the said August Williams, shall see that the weekly payments, as required by said association be paid regularly. And in default in the performance of any of the covenants in said mortgage by the mortgagors the property thereunder is sold, the proceeds therefrom shall first be applied to the payment of the costs, taxes and commissions and the mortgage debt and interest and the balance if any to be deposited as the Court may direct to the credit of said minor children Equity.
And the said August Williams shall account in this Court for the money borrowed and delivered by authority of this decree.

Jas. Revell.

Adamiram J. Robinson Assignee
vs.
Jno. H. Lourkamp.

No 2020 Equity
In the Circuit Court
for Anne Arundel County.

Mortgage - Filed 17 August 1903.

This Mortgage, Made this twenty-eighth day of June in the year one thousand eight hundred and ninety-three, Between John H. Lourkamp of Anne Arundel County, Mortgagor, and Frederick J. Brown, Trustee of the estate of Charles Waters deceased (appointed by an order of the Superior Court of Baltimore City, sitting in Equity, passed October 30th 1877, in the case of Freeborn G. Waters vs. Rebecca Waters et al) mortgagee. Whereas the said mortgagee has loaned unto the said mortgagor out of the funds of said estate the sum of Thirty-two hundred dollars and the said Mortgagor has passed unto the said mortgagee his, the said mortgagor has passed unto the said promissory note for said principal sum of $3200, dated this day and payable in five years and also his ten interest notes each for the sum of $96 and payable at intervals of six months, all of said notes being payable in Gold coin of the United States, and Whereas it was a condition precedent to the making of said loan that the repayment thereof with interest, according to the tenor of the said promissory notes should be secured by a mortgage of the hereinafter described property.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One dollar, the said mortgagor doth hereby grant and convey unto the said mortgagee, his heirs successors in said trust, and assigns all that parcel of land in Anne Arundel County, which is thus described: Beginning in the centre of the right of way of the Baltimore and Ohio Railroad and at the end of the second line of the land first described in the mortgage from John H. Lourkamp and wife to the Metropolitan Savings Bank of Baltimore, dated April 21-1887, duly recorded, and running thence bounding on the centre line of said right of way, South 38° 50' West 231 feet to a point in a line with the North easternmost outline of the ground conveyed by John H. Lourkamp, to Charles G. Summers by deed dated June 28th 1893, duly recorded, thence South 51° 10' East, and along said North easternmost outline 133 feet 2 inches thence still bounding on said ground conveyed to Summers South 72° 58' West 49 feet, South 17° 2' East 157 feet 8 inches, South 38° 50' West 312 feet 6 inches, and North 51° 10' West 254 feet 6 inches to the centre line of said right of way, thence bounding on the same South 38° 50' West 568 feet to the end of the third line of the land first described in said mortgage, thence bounding on the fourth line of said land South 59° 21' East 1165 feet 6 inches to a road there situate, thence bounding on the fifth line of said land and on the North West side of said road there situate North 28° 27' East 428 feet to a point in the County road which leads to Jessup's Station thence along said

road the two following courses, north 31° 50' west 280 feet, north 16° 35' west 984 feet to the place of beginning, containing 18 acres of land more or less (Being part of the same land which by deed dated June 18th 1893, duly recorded, was conveyed by Robert H. Weems, assignee, to the said John H. Lourkamp) Part of said tract of 18 acres above described being subject to a mortgage from said John H. Lourkamp to Bernard Lourkamp and others, dated June 28th 1893 duly recorded, to secure the payment of $5,500

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 Frederick J. Brown Trustee as aforesaid his heirs and successors in said trust, in fee simple. Provided that if the said mortgagor, his heirs, personal representatives or assigns, shall repay the said loan, according to the tenor of the said loan according to the tenor of the said promissory notes, and at their maturity respectively, and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void. And it is agreed that until default be made in the premises, the said mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed or to be levied be assessed on said hereby mortgaged property, and on the mortgage debt and interest thereby intended to be secured (which taxes, assessments, public dues, charges, mortgage debt and interest the said mortgagor for himself, his heirs, personal representatives, and assigns) doth 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 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 Frederick J. Brown, Trustee, his successors in said trust, or his or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy, and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his her, or their heirs or assigns. And which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, 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 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 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 personal representatives and assigns, doth further covenant to insure, and pending the existence of this mortgage, to keep insured, the improvements on that part of the hereby mortgaged land, which is not subject to the said mortgage to Frieda Lourkamp and others to the amount of at least Three Thousand 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 successors and assigns, to the extent of the lien or claim hereunder.

Witness the hand and seal of the said Mortgagor.

Test: Thos Kell Bradford } J. H. Lourkamp (Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, That on this twenty eighth day of June, 1893, in the year one thousand eight hundred and ninety three, before me the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared John H. Lourkamp, and acknowledged the foregoing mortgage to be his act: and now at the same time before me personally appeared also Frederick J. Brown, Trustee of the estate of Charles Waters, deceased the within named Mortgagee and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

(Notary's seal) Thos Kell Bradford
Notary Public

Assignment Filed 17 April 1903.

$1.00 Int. Rev. Stamps.

This assignment of Mortgage made this 29th day of June in the year one thousand nine hundred by Elizabeth P. Bond and Frank A. Bond her husband in Anne Arundel County in the State of Maryland, of the first part and Mary K. Hughes also of the State of Maryland of the second part Witnesseth:

Whereas a certain Frederick J. Brown being the holder of a certain mortgage from John H. Lourkamp, dated the twenty eighth day of June in the year eighteen hundred and ninety three, and recorded among the Land Records of Anne Arundel County in Libre J. H. No 114, folio 168 &c: did by his deed dated on the twenty ninth of March in the year eighteen hundred and ninety-nine and recorded among said Records in Libre G. W. No 13, folio 471 &c. assign, transfer and set over unto the said Elizabeth P. Bond, her personal representatives and assigns, All his right, title, claim,

and estate in and to the said mortgage and the debt thereby secured of the aforesaid John H. Lowekamp.
And Whereas said mortgage debt has been reduced from the original amount thereof, so that the sum of Three Thousand dollars is now owing thereunder and the time of payment thereof has been extended for three years from the twenty-ninth of March in the year nineteen hundred, with the interest thereon payable every six months counting from said twenty ninth day of March nineteen hundred, and Whereas the said Mary K. Hughes has paid unto the said Elizabeth P. Bond all her said debt and accrued interest due and owing her under and by virtue of said mortgage hereinrecited, and it is the intention and desire of said parties of the first part by these presents to transfer all the rights and claims of said Elizabeth P. Bond under and in such mortgage and powers contained therein over to the said Mary K. Hughes so that she may become absolutely and fully vested with said mortgage and the powers therein contained.
Now Therefore this assignment Witnesseth, That for and in consideration of the premises and the payment of the sum of Three Thousand Dollars the receipt whereof is hereby acknowledged the said Elizabeth P. Bond and Frank A. Bond her husband do hereby assign, transfer and set over unto the said Mary K. Hughes her personal representatives and assigns all the right title claim and estate of the said Elizabeth P. Bond in and to the said mortgage, and the balance of the debt secured thereby being the sum of Three Thousand dollars with the interest thereon from the twenty-ninth day of March nineteen hundred payable every six months from said date of the said John H. Lowekamp dated the twenty eighth day of June eighteen hundred and ninety-three and recorded as hereinbefore recited.
Witness the hands and seals of the said parties of the first part on the day and in the year first above written.
John F. Neal. Test. } Elizabeth P. Bond (Seal)
Frank A. Bond (Seal)

State of Maryland Set:
I hereby certify that on this 29th day of March in the year one thousand nine hundred before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared the above named Elizabeth P. Bond and Frank A. Bond her husband and acknowledged the foregoing assignment to be their act.
John F. Neal (Seal)
Justice of the Peace

Baltimore City, April 6th 1903.
For value received I hereby assign the within mortgage to Adoniram J. ~~Coleman~~ Robinson for the purpose of foreclosure.

Witness my hand and seal.
Witness, Maude Wallace. Mary K Hughes Seal

U.S. Int Rev Stamp 75

Deed of Assignment, Filed 17th April-1903.

This Deed of Assignment, Made this 29th day of March in the year A.D. 1899 by Frederick J. Brown, Trustee of the estate of Charles Waters deceased (appointed by an order of the Superior Court of Baltimore City, sitting in Equity, passed October 30, 1877, in the case of Theodore G. Waters vs. Rebecca Waters et al) as party of the first part and Elizabeth P. Bond, wife of Frank A. Bond, as party of the second part.

Whereas the said Frederick J. Brown, Trustee is the holder of a certain mortgage from John H. Lowrkamp dated, June 28th, 1893 and recorded among the Land Records of Anne Arundel County in Liber J. H. No. 44 - folio 188 etc.,

And Whereas the said Elizabeth P. Bond has this day paid unto the said Frederick J. Brown, Trustee, all his said debt, and accrued interest, due and owing thereon under and by virtue of said mortgage herein recited:

And it is the intention and desire of said Frederick J. Brown, by these presents to transfer all his said rights and claims under and by in said mortgage, and powers contained therein, over and to the said Elizabeth P. Bond, so that she may become absolutely and fully vested with said mortgage and the powers therein contained.

Now Therefor This Assignment Witnesseth, That for and in consideration of the premises and the payment of the sum of Three Thousand, two hundred ($3200) dollars and interest to date, the said Frederick J. Brown, trustee doth hereby assign, transfer and set over unto the said Elizabeth P. Bond her personal representatives and assigns all his right, title claim and estate in and to the said mortgage, and the debt thereby secured, of John H. Lowrkamp dated June 28th, 1893, and recorded as hereinbefore recited.

As Witness my hand and seal.

Test: Geo. Mc. Caffray } Frederick J. Brown, Trustee Seal

State of Maryland, City of Baltimore, To wit:

I Hereby certify that on this 29th day of March in the year one thousand eight hundred and ninety-nine, before me, the subscriber a Justice of the State of Maryland, in and for Baltimore City, personally appeared Frederick J. Brown, Trustee, and acknowledged the aforegoing Deed of assignment to be his act.

State of Maryland } Geo. Mc. Caffray, J.P.
Baltimore City, Sct:

I Hereby certify, That Geo. Mc. Caffray, Esquire before whom the annexed acknowledgment was made, and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for ~~Anne Arundel~~ the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that

am acquainted with the handwriting 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 5th day of April, A.D. 1899.

Seal of Sup. Ct. Balto. City

Robt. Agle, Clerk of the Superior Court of Baltimore City

Adoniram J. Robinson, Assignee
vs.
John H. Lowrkamp,

In the Circuit Court for Anne Arundel County In Equity Term, 1903.

Statement of Mortgage Claim. Filed 17th April 1903.

Statement of the Mortgage Claim of Adoniram J. Robinson Assignee under the Mortgage from John H. Lowrkamp to Frederick J. Brune, Trustee, dated the 28th day of June 1893, and recorded among the Land Records of Anne Arundel County, in Liber S.H. No 44, folio 165 etc.
Assigned by mesne conveyances to said Adoniram

Principal debt	$3200 00
Credit on principal	200
	3000
Interest Jan 28 1902	180
" to May 9th 1903	155
	$3335

Adoniram J. Robinson
Assignee

State of Maryland, Baltimore County, To wit:
I hereby certify, that on this 16th day of April in the year, 1903, before me the subscriber, a ~~Justice of~~ Notary Public of the State of Maryland, in and for Baltimore County, aforesaid, personally, appeared Adoniram J. Robinson and made oath in due form of Law, that the above is a just and true statement of the mortgage Claim, described therein, and that he has not received any security or satisfaction therefor other than the Mortgage Deed, mentioned in said Statement.

Notary's seal

Madison E. Lloyd
Notary Public.

Bond, Filed & Approved April-17-1903.
Know all men by these Presents, That we, Adoniram J. Robinson of Baltimore City and State of Maryland, and John Herman Vosse Baltimore City in said State, are held and firmly bound unto the State of Maryland in the full and just sum of six thousand 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 Nineteenth day of April in

the year nineteen hundred and three.
Whereas, The above bounden Adoniram J. Robinson, by virtue of the power contained in a mortgage from John H. Lowrkamp to Frederick J. Brown Trustee, bearing date the twenty eighth day of June eighteen hundred and ninety three and recorded among the Mortgage records of Anne Arundel County, in Libr S. H. No. 44. folio 168 by said Brown Trustee assigned to Elizabeth P. Bond and by said Bond assigned to Mary K. Hughes and by said Hughes assigned to said Robinson for the purpose of foreclosure and said Robinson is about to sell the lands and premises described in said Mortgage default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.
Now The Condition of This Obligation is such, That if the above bounden Adoniram J. Robinson do and shall well, and truly and faithfully perform the trust reposed in him, under the mortgage aforesaid, and shall abide by and fulfil any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void otherwise to be and remain in full force and virtue in law.
Signed Sealed and Delivered
in the presence of
George L. Booker

Adoniram Robinson (Seal)
John Herman Vozel (Seal)

Adoniram J. Robinson,
vs.
John H. Lowrkamp,

In the Circuit Court
for Anne Arundel County
In Equity.

Report of Sale. Filed 27 day May 1903.

To the Honorable,
Judge of the Circuit Court for Anne Arundel County.
The Report of Sale of Adoniram J. Robinson, Assignee in the above entitled cause, to make sale of by virtue of a power of sale contained in a mortgage to make sale of certain property in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Republican a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of Sale, and also in the Baltimore Sun a daily newspaper published in Baltimore City said Trustee did pursuant to said notice on Tuesday the nineteenth day of May 1903 at 4 O'clock P. M., attend on the premises and then and there sold to Ridgely B. Bond, at and for eleven hundred and fifty dollars the fifthly described lot in the annexed advertisement mentioned he being then and there the highest bidder therefor and then and there

sold to Mary K Hughes for three hundred and twenty-five (325) dollars the secondly described lot in said advertisement mentioned, she being then and there the highest bidder therefor.

Adoniram J. Robinson
Assignee

State of Maryland
Baltimore County, Sct:

I hereby certify that on this twentieth day of May 1903 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared Adoniram J. Robinson Assignee and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and notarial seal

Notary's Seal

Madison E. Lloyd.
Notary Public

Adoniram J. Robinson
vrsus
John H. Lourkamp

In the Circuit Court
for Anne Arundel County
No. 2520 Equity.

Order Nisi - 21st May - 1903.

Ordered, this 21st day of May, 1903, That the sale of the property mentioned in these proceedings made and reported by Adoniram J. Robinson, Assignee be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of June 1903, Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June 1903. The report states the amount of sales to be $1475.00

Geo. Wells Clerk

Certificate Pub. Order Nisi, Filed 16 June - 1903.

Annapolis, Md. June 15th 1903.

I hereby certify that the annexed Order Nisi, in the matter of Adoniram J. Robinson vs Jno. H. Lourkamp, was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 22 day of June 1903, the first insertion being made 23rd day of May, 1903.

J. Albert Martin
One of the Publishers

A. J. Robinson
vrsus
J. H. Lourkamp

In the
Circuit Court
for Anne Arundel County
July Term 1903.

Final Order of Ratification. August 12 - 1903.

Ordered by the Court, This 12th day of August 1903 that the sale made and reported by the Assignee aforesaid, be and the same

is hereby Ratified and Confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor, to whom this case is referred for the statement of an account.

Jas. Revell

In the case of the Sale of the Mortgaged real estate of Jno. H Lowkamp } In the Circuit Court for Anne Arundel County

Auditor's Report & Account

Filed 28 October 1903.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated two accounts in which costs, commissions and expenses are allowed, and in this account a fee of $50 is allowed the attorney subject to exceptions and the balance is distributed in part payment of the mortgage claim filed.

The Attorney has personally explained to the Auditor the professional service performed and while making the allowance subject to exceptions the Auditor recommends its ratification. In account B. no fees allowed

All of which is respectfully submitted.

James W. Burns,
Auditor

Auditor's Account A. Filed 28 October 1903
And rejected, Auditors Account B. Ratified

Dr. The mortgaged Real Estate of Jno H. Lowksamp in ac with Cr.

Adoniram J. Robinson, Assignee

1903 May 9th	To the Assignee for his commissions			$ 65	00	1903 May 9th	By proceeds of sale of Real estate to R.B. Bond as per report	$ 1150	00
	" " " " " Expenses, viz:								
"	" Advertisement, Md, Republican	$ 30	00						
"	" " Balto Sun"	9	27						
"	" Auctioneer, J. Roland Brady	10	00						
"	" Fire Insurance premium as per Sunday bills filed	$ 73	10	$ 122	37				
	" The assignee for Court Costs, viz:								
"	" Solicitor	$ 10	00						
"	" Clerk Circuit Court	13	25						
"	" Auditor	9	00	$ 32	25				
	" Mary K. Hughes mortgage as part payment of mortgage debt			$ 1255	38		" Mary K. Hughes "	325	00
				$ 1475	00			$ 1475	00

Memorandum of Mortgage Claim of Mary K. Hughes

Amount as per statement filed	$ 3335 00
By amt allowed supra	$ 1355 38
	$ 2079 62

In the matter of the sale of the mortgaged Real Estate of John H. Lourkamp } In the Circuit Court for Anne Arundel County No. 2520 Equity.

Order Nisi - 28th Octobr 1903 (Endorsed on Account A.)

Ordered, this 28th day of Octobr, 1903, That the Reports and Accounts of the Auditor, being Accounts A., B., filed this day in the above entitled cause Be Ratified and Confirmed, unless cause to the Contrary be shown on or before the 28th day of Novembr next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of Novembr next.

Geo. Wells, Clerk.

Certificate Publication, Order Nisi - Filed 1st Dec. 1903.

Annapolis, Md, Nov. 28th 1903.

I hereby certify, that the annexed Order Nisi in the matter of the sale of the Mortgaged Real Estate of John H. Lourkamp was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for four successive weeks before the 28th day of Novembr 1903, the first insertion being made the 31st day of Oct. 1903.

J. Alvin Martin
One of the publishers

Final, Order Dec. 22d 1903, ratifying Account "B"
(Endorsed on Account "A")

In the Circuit Court for
Anne Arundel County.

Ordered by the Court this 22d day of December 1903, that the Report and Account "B" of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received, And it is further ordered that account "A" is hereby rejected, there being nothing in contract in the mortgage to warrant the allowance of a fee to the assignee and no practice, Statute nor Opinion of this Court, or the Court of Appeals to justify it.

Jas. Revell.

Hughes, Release - Filed 22nd August 1904.

Know all men by these presents, That in consideration of the payment by Adoniram J. Robinson Assignee for foreclosure under the supervision of the Circuit Court of Anne Arundel County passed in said Cause depending wherein Adoniram J. Robinson Assignee &c. were Complainants and John H. Lourkamp &c. were Defendants. For foreclosure of mortgage dated

from said Lowrkamp to Brown Trustee, to the undersigned Mary K Hughes of the full sum of twelve hundred and fifty-five and 38/100 ($1255 38/100) Dollars (Five hundred and eleven dollars and seventy-five cents of which last named sum said Robinson is supposed to have and claims to have paid Frank A. Bond, Mortgagee on behalf of Mary K. Hughes mortgagor & the mortgage and mortgage debt and claims to have been released and satisfied and paid) audited and allowed to her in said cause, the receipt whereof is hereby acknowledged, the said Mary K. Hughes, doth hereby release acquit, exonerate and discharge the said Adoniram J Robinson his heirs, executors and administrators, from all and every action suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against said Adoniram J. Robinson, them or any of them, for or on Account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring herself fully satisfied, contented and paid as above specified.

Given under my hand & seal, this fifth day of January, in the year nineteen hundred and four.

It is understood that the deficiency judgment in said foreclosure proceeding for Two thousand seventy-nine dollars and sixty two cents in the name of A. J. Robinson, assignee is to be put in the name of Mary K. Hughes, forthwith in the records of said Court.

Signed, Sealed and delivered
in the presence of
Arthur Wardow

Mary K Hughes (Seal)

State of New York
County of New York, ss:

Be it Remembered, and it is hereby certified that on this ninth day of January in the year nineteen hundred and four before the subscriber, a Notary Public of said State, in and for said County, personally appeared Mary K Hughes, party to the above Release or Instrument of Writing, and acknowledged the same to be her act and deed. And I do hereby certify that of my own knowledge I am satisfied that the said Mary K. Hughes who has acknowledged the above Release is the person named and described as and professing to be Mary K Hughes the party in and to the same.

(Notary Seal)

Arthur Wardow
Notary Public #24
N.Y. Co

In the Matter of the Trust Estate of the Severn Glass Works Company of Anne Arundel County Maryland } No 2389 Equity In the Circuit Court for Anne Arundel County.

Deed Filed 9 Dec. 1901

This Deed made this Fifth day of December in the year nineteen hundred and one by the Severn Glass Works Company of Anne Arundel County Maryland, a body corporate of the first part Nicholas H. Green of Anne Arundel County in the State of Maryland of the second part Witnesseth: Whereas the said Severn Glass Works Company of Anne Arundel County, Maryland, is indebted unto sundry and divers persons and firms in various sums of money, and desiring to protect all of its said creditors and pay off its said indebtedness the more expeditously has resolved to execute these presents in order to have its assets and effects collected and faithfully applied to the payment of its said debts and to convey all its property and estate to the said Nicholas H. Green in trust for the benefit of its creditors as hereinafter set forth.

Now therefore this Deed Witnesseth that in consideration of the premises and of the sum of One Dollar to the said Severn Glass Works Company in hand paid by the said Nicholas H. Green the said The Severn Glass Works Company of Anne Arundel County Maryland does grant, convey, bargain and sell assign and transfer unto the said Nicholas H. Green all and singular the real and personal estate, merchandise, books, debts, books of accounts, bills receivable, promissory notes, contracts, assets and demands and all other property of the said Severn Glass Works Company of Anne Arundel County Maryland.

And the said the Severn Glass Works Company of Anne Arundel Company Maryland does hereby grant and convey unto the said Nicholas H. Green. All those two lots, pieces or parcels of ground situate in the Second Election District of Anne Arundel County aforesaid and located in the Village of Eastport, designated on the Plat of Horn Point now Eastport made by John Duvall Esquire Surveyor on the thirtieth day of September in the year Eighteen Hundred and sixty-eight, as Lots number two hundred and forty-four and one hundred and twenty five, which were conveyed to said party of the first part by Louis H. Kehn by deed dated on the fifth day of August in the year Eighteen hundred and ninety-seven, and recorded among the Land Records of Anne Arundel County in Libor G. W. No. 1 folio 229 &c, subject nevertheless to a mortgage from said party of the first part to Samuel R. Thawley et al dated on the twenty-fourth day of August in the year Eighteen Hundred and recorded among said Land Records in Liber G. W. No. 18 folio 260 &c.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. To Have and To Hold the above granted and assigned property and unto the said Nicholas H. Green his successors and assigns, in trust nevertheless for the uses and purposes following, that is to say.

First: To take possession of the said estate and property, to sell dispose of, collect recover and receive the said property, moneys and effects and generally to convert the same into money by the sale of so much as is salable and the collection of so much as is collectible, such sale to be at either public or private sale and upon such notice and at such place or places and upon such terms as the said Trustee may deem best, provided that no sale shall be made of the real estate until it appears that the other assets do not meet the liabilities, or until the consent of the said the Severn Glass Works Company of Anne Arundel County, Maryland be first had and obtained.

After deducting the expenses of the execution of the trust hereby created, including a commission of ten per centum upon the trust fund to said Nicholas H. Green for his service, then in trust to apply the said money and proceeds as follows; In the first place and after the payment of the costs and expenses above mentioned in full, then in trust to pay and discharge all the wages and salaries of the clerks, servants, and employees of the said party of the first part contracted not more than three months anterior to the execution of this deed: and then in trust, to apply the residue of the said moneys in payment of the several debts due to the creditors of the said The Severn Glass Works Company of Anne Arundel County, Maryland pari passu and without any preference or priority of payment, and after payment or satisfaction of such debts, costs, wages, salaries, and expenses, then in trust to pay the surplus (if any) unto the said the Severn Glass Works Company of Anne Arundel County, Maryland its successors or assigns and to recovery to the said The Severn Glass Works Company of Anne Arundel County Maryland, its successors or assigns the real estate (if any) unsold free, clear and discharged from the operation and effect of this deed.

And for the consideration and purposes aforesaid the said the Severn Glass Works Company of Anne Arundel County Maryland does hereby make constitute and appoint the said Nicholas H. Green its attorney in his name or the name of the said Severn Glass Works Company of Anne Arundel County Maryland or otherwise to ask, demand, sue for, recover and receive of and from all and every person or persons, firms or corporations all the property, goods, chattels, debts,

merchandise, debts or sums of money due owing or belonging to the said the Severn Glass Works Company of Anne Arundel County, Maryland and hereby granted and conveyed, and for all receipts and deliveries to make, execute and acknowledge due acquittances to liquidate all accounts relating to the premises, and to collect all the debts and sums of money assigned, and to compound for any dubious debts; and further to do all other lawful acts required to be done in the premises as fully as the said the Severn Glass Works Company of Anne Arundel County, Maryland might or could have done if these presents had not been executed: and that the said Nicholas H. Green shall be charged with his receipts, payments acts and wilful defaults only; and shall not be charged for any sums of money other than such as shall come to his hands, nor with any loss which may happen, in the execution of the trusts aforesaid without his wilful default.
And the said the Severn Glass Works Company of Anne Arundel County, Maryland does hereby constitute and appoint Samuel R. Frazier its true and lawful attorney in fact to acknowledge this deed as the act and deed of the Severn Glass Works Company of Anne Arundel County Maryland.
In Testimony whereof witness the hand and seal of Thomas S. Kane the President of the Severn Glass Works Company of Anne Arundel County, Maryland and the corporate seal thereof attested by James W. Robinson its Secretary on the day and in the year first above written.

Witness
J. Roland Brady
Test:
James W. Robinson Secretary

(Corporate seal)

Thomas S Kane (seal)
President of the Severn Glass Works Company of Anne Arundel County Maryland.

State of Maryland,
Anne Arundel County, Sct:

I hereby certify that on this Fifth day of December in the year Nineteen hundred and one before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Samuel R. Frazier, the attorney in fact of the Severn Glass Works Company of Anne Arundel County Maryland constituted and appointed by the aforegoing instrument and acknowledged the aforegoing deed to be the act and deed of the Severn Glass Works Company of Anne Arundel County Maryland.
Witness my hand and seal notarial

(Notary's seal)

J. Roland Brady
Notary Public.

50¢ Int Rev Stamps

Bond - Filed and approved Dec 9- 1901.

Know all men by these Presents, that we Nicholas H. Green of Anne Arundel County in the State of Maryland and The United States Fidelity and Guaranty Company a corporation organized and existing under the laws of Maryland are held and firmly bounded unto the State of Maryland in the full and just sum of Eight Thousand Dollars current money to be paid to the said State or its certain attorney; to which payment well and truly to be made and done we bind ourselves and each of us our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents, sealed with our seals and dated this Seventh day of December in the year Nineteen Hundred and one.

Whereas the Severn Glass Works Company of Anne Arundel County Maryland on the fifth day of December in the year 1901, executed a deed to the said Nicholas H. Green for the benefit of its creditors.

And Whereas the said Nicholas H. Green is willing to accept the trust, created by said deed and to execute this bond in the penalty aforenamed, which has been duly prescribed by the Clerk of the Clerk of the Circuit Court for Anne Arundel County in accordance with the Act of Assembly in such case made and provided.

Now the Condition of the above obligation is such, that if the said Nicholas H. Green shall well and faithfully perform the trusts reposed in him by said deed, or that may be reposed in him by any order or decree of any Court of Equity having jurisdiction in the premises then the above obligation to be void otherwise to be and remain in full force and virtue in law.

Witness
Julian Brewer

Corporate Seal

The United States Fidelity and Guaranty Company
By Edw. J. Pehlman
2nd Vice President

Attest H. V. D. Johns
2nd Asst Secretary
C.A.B.

I hereby prescribe the penalty of the above bond to be the sum of Eight Thousand Dollars, this sixth day of December nineteen hundred and one.

Geo. Wells, Clerk.

In the Matter of The Trust Estate of The Severn Glass Works Company of Anne Arundel County Md. } No. 2389 Equity In the Circuit Court for Anne Arundel County.

2nd Report of Sale. Filed 30 June 1902

To the Honorable the Judges of the Circuit Court for Anne Arundel County in Equity.

The Report of Nicholas H. Green, Trustee, under the Deed of Trust filed in the above entitled cause respectfully shows

unto your Honors: that by virtue of said deed of Trust it appearing that the other assets were not sufficient to meet the liabilities of the aforesaid Company including the mortgage on the real estate amounting to eighteen hundred dollars and by direction of the Stockholders of the Severn Glass Works Company of Anne Arundel County, Maryland at a meeting held on the 30th day of April 1902, the proceedings whereof are herewith filed marked Exhibit H. G. Trustee No. 1; after having bonded as required and also having given notice of the time, place, manner and terms of sale by advertisement in the Evening Capital a daily paper published in the City of Annapolis Md., for more than thirty days, as appears by Exhibit H. G. Trustee, No. 2, and in the Baltimore Sun a daily paper published in the City of Baltimore Md., for more than thirty days as appears by Exhibit H. G. Trustee No. 3, filed herewith; and in the Public Ledger a daily paper published in the City of Philadelphia, Pennsylvania as appears by Exhibit H. G. Trustee, No. 4 filed herewith; and in the Commoner and Glassworker a paper published in the City of Pittsburgh Pennsylvania as appears by Exhibit H. G. Trustee No. 5, filed herewith, and by hand bills extensively circulated, he attended at the Court House Door in the City of Annapolis, Md., on Thursday the twenty sixth day of June in the year nineteen hundred and two and there and then at the hour of twelve O'clock M. in the presence of a large number of persons offered at public sale the real estate of said Company as set forth in said advertisement, to wit

First: A Lot of ground described as Lot No. 244 on the plot of Eastport (Horn Point) lying on the South West side of Fifth Street for a distance of one two hundred feet and fronting on the harbor of Annapolis about eighty two feet six inches:

Second A lot of ground adjoining the above and extending to the North West side of Severn Avenue one hundred and sixty four feet with a uniform width and frontage on Severn Avenue of eighty two feet six inches and designated as Lot No. 125, on said plot together with the buildings and improvements thereupon erected, and after consideration competitive bidding sold the same to Messrs H. A. Penrose and R. H. Pollock, represented by Mr. George B. Morrison, at and for the sum of Three Thousand five hundred and fifty dollars, they being at that price the highest bidder: of which sum your Trustee has received Four hundred dollars as deposit on the purchase money required on the day of sale, and files herewith certificate of Auctioneer and agreement of purchaser marked respectively, Exhibit H. G. Trustee No. 6 and No 7.

That the mortgage on the real estate held by Samuel R. Frazier Charles Weiss, Addie A. Stites, James M. Sebit and Frank W. Groh dated on the 24th day of August in the year 1900 and recorded among the Land Records of Anne Arundel County in Libro No. W.

No. 18- folio 265 &c. and given to secure a loan of eighteen hundred dollars is filed herewith marked Exhibit N. H. G. Trustee, No. 8, to be paid out of the purchase money of said property as above set forth.
In the judgment of your Trustee the price obtained is a fair one, the sale was fairly made and he accordingly recommends the ratification thereof as made.
All of which is respectfully submitted.

Nicholas H. Green
Trustee.

State of Maryland,
Anne Arundel County, Sct:

I hereby certify that on this 30th day of June in the year 1902, before me the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named Nicholas H. Green Trustee and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Wm N. Woodward
Deputy Clerk.

Order Nisi 30th June-1902.

Ordered this 30th day of June in the year 1902 that the sale made and reported by Nicholas H. Green Trustee in the above entitled case be and the same will be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of July next: Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 30th day of July 1902.
The report states the property sold for $3550 00/100

Geo. Wells, Clerk.

Certificate Pub. Order Nisi - Filed 31st July-1902.
Annapolis, Md July 31st 1902.

We hereby certify, That the annexed advertisement Order Nisi in the matter of the Trust Estate of Severn Glass Works Co, of Anne Arundel Co. Md., No. 2389 Equity, was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md., once a week for 3 successive weeks before the 30th day of July the first insertion appearing on the 30th June 1902.

W. M. Abbott
Publisher

July 31st 1902 Order for Final Ratification of Sale.

Ordered this 31st day of July 1902 by the Circuit Court for Anne Arundel County in Equity that the sale written reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as directed by the preceding order, the Trustee is allowed the commissions provided by the deed of Trust and such expenses as he shall produce vouchers for to the Auditor of this Court to whom these proceedings are referred to state an account.

Jas. Revell.

Exhibit H. H. G. Trustee, No 1- Filed 30 June 1902.

Eastport Anne Arundel County, Md.

April 30- 1902.

Pursuant to notice published as annexed the Stockholders of the Severn Glass Works Company of Anne Arundel County, Maryland met at the Factory of said Company located at Eastport, Anne Arundel County Md., on Wednesday the 30th day of April 1902, at twelve O'clock M.

A canvas of the Stock present showed one hundred and twenty seven shares of stock present as follows

	shares
Thomas Kane	10.
James B. Walker	10.
Geo. W. Mayfield	10.
Samuel R. Frazier	10.
James Levitt	10.
Henry F. Wessel	10.
Louis H. Rehn	8.
Geo. C. Barton	10
James F. Strange	4.
John T. Walker	20.
Henrie Brice	10.
Bernard Wirgard	4.
A. A. Stites	5.
Richard G. Chaney	2.
Nicholas H. Green	4
Total	127

Notice

A meeting of the Stockholders of the Severn Glass Works Company of Anne Arundel County, Maryland is hereby called for Wednesday the 30th day of April in the year nineteen hundred and two, at the Factory of said Company located at Eastport, Anne Arundel County Maryland at twelve O'clock, M. for the purpose of determining what disposition shall be made of the real estate of said Company consisting of the lots of ground and the buildings thereon, and for the purpose of considering and other question that may arise relative thereto.

Thos. S. Kane, Pres't and Stockholder
Geo. W. Mayfield Dir and Stockholder
Henry F. Wessel Stockholder
Henry Brice Stockholder and Director
John T. Walker Stockholder
Geo. T. Feldmeyer Stockholder
George C. Barton Stockholder
B. Wirgard Stockholder

James F. Strange Stockholder
Louis H. Rehn Stockholder
C. A. Leonard Stockholder
Nicholas H. Green Stockholder
Saml R. Frazier Dir and Stockholder
James M. Levitt Stockholder
A. A. Stites Stockholder
Chas Wiers Stockholder
J. W. Brooks Stockholder
Harry Green Stockholder
R. G. Chaney Stockholder

This being a majority of stock the meeting was organized by the election of George B. Barton as Chairman and James F. Strange as Secretary. The Chairman stated to the stockholders that the object of the meeting as set forth in the call was to determine what disposition should be made of the real estate of the Company consisting of the lots of ground and the buildings thereon, and that the Chair was ready to hear and lay before the meeting any proposition and desired those present to express their views, after much discussion and consideration of the question, the following resolution was submitted by Mr. Nicholas H. Green.

Resolved by the Stockholders of the Severn Glass Works Company of Anne Arundel County, Md. in meeting assembled this 30th day of April 1903, that Nicholas H. Green be and he is hereby authorized and directed as Trustee under the Deed of Trust of June from the said Company to advertise for sale the land with the improvements of the Company located at Eastport Anne Arundel County, Md. and the machinery therein for sale, and to offer same to public sale after advertising the sale for thirty days in some newspaper in the City of Annapolis, Md. City of Baltimore, Md., The Commoner, and in the City of Philadelphia, Penna and to sell same to the highest bidder provided that the minimum price be not less than $3500, and in case it is not possible to get the minimum price at public sale then to hold the same at private sale at a price not less than $3500. which resolution after lengthy discussion was unanimously adopted and Mr. Nicholas H. Green the Trustee instructed accordingly.

There being no further business the meeting upon motion then adjourned the hour being 1.30 P.M.

James F. Strange
Secretary.

Office of "The Sun" (Certificate)
Baltimore, Apr. 23-1902.

We hereby Certify, That the annexed advertisement of meeting of stockholders of Severn Glass Works Co., of A.A. Co., Md was published in "The Sun" a daily newspaper printed and published in the City of Baltimore, two insertions viz: Apr. 7 and 19-1902. first insertion Apr. 7th 1902.

A. S. Abell Company
Per. Wm L. Edwards

(See notice on page 284)

Certificate.
Annapolis, Md, June 28-1902.

We hereby certify, That the annexed advertisement notice of Stockholders, Meeting of the Severn Glass Works of A.A. Co. Md. was published in a daily in the City of Annapolis, Anne Arundel County

once a week for 4 successive weeks before the 30th day of April-1902 the first insertion appearing on the 2nd day of April 1902.

Wm. M. Abbott
Publisher

(See notice page (284))

Exhibit No. 2- Filed 30' June- 1902
Certificate of Publication of Notice of Sale.

Exhibit No. 3- Filed 30' June- 1902
Certificate Publication of Notice of Sale.

Exhibit No. 4- Filed 30' June- 1902.
Certificate Publication of Notice of Sale.

Exhibit No. 5- Filed 30' June 1902
Certificate Publication of Notice of Sale.

Exhibit No. 6- Filed 30' June 1902
Auctioneer's Certificate & Handbill

Exhibit No. 7- Filed 30' June- 1902
Certificate of Purchase & Handbill.

In the Case of
The Trust Estate of the
Severn Pride Works Co.

In the Circuit Court
for
Anne Arundel County.

Auditor's Report & Account, Filed 5 Sept. 1902.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account distributing the proceeds of sale of real estate and a part of the personalty in conformity to the Equity rules of the Court to the several parties entitled thereto for claims filed, & shall balance is left in the hands of the Trustee for future distributions

All of which is respectfully submitted.

James W. Owens,
Auditor

The Berwin Glass Works Company in account with

Cr.

Nicholas H. Green

02						1903			
21						Sept			
15	To the Trustee for his Commissions			$ 434	58	15	By proceeds sale of		
"	" " " " " Expenses) viz:						real estate as per		
"	" Advertising, Public Ledger, Phila	$ 11	40				2nd Report of Trustee	$ 3588	85
"	" " " Sun Baltimore	14	10			"	By proceeds sale of		
"	" " Stockholders meeting " "	15	60				personal property		
"	" " Commoner & Glass Worker	24	00				as per 3rd report	756	96
"	" Evening Capital	38	50						
"	" Order Niki this office " "	3	50						
"	" Auctioneer J. Roland Brady	10	00						
"	" Hauling R. G. Heaney	27	75	142	85				
"	" The Trustee for Court Costs, viz:								
"	" Clerk of Court	12	80						
"	" Auditor	9	00	21	80				
"	" To Payment in full of mortgage debt								
	& 12 months interest to the following								
	mortgagees viz:	$ 1908	00						
"	Distributed as follows:								
"	" To David R. Frazier			$ 381	60				
"	" Jas M. Scott			381	60				
"	" Addie A. Stites			381	60				
"	" Charles Weiss			381	60				
"	" Frank W. Crosby			381	60				
	To the following holders of notes of the								
	corporation not paid from the proceeds								
	of sale with interest to July 1st 1902.								
"	" Kate J. Crosby $ 200 principal $ 12 interest			$ 212	00				
"	" Thos J. Kane " " " " "			212	00				
"	" Henry Burk " " " "			212	00				
"	" David R. Frazier assignee of Jno T. Walker			212	00				
"	" Chas Weiss, assignee of J. B. Walker, J. Bowman 2 notes			424	00				
"	" Geo. W. Warfield note 200 with interest 12			212	00				
"	" Balance in hands of Trustee for future distribution			353	58				
				$ 4345	81			$ 4345	81
						"	Balance Contra	$ 353	58

In the matter of the Trust estate of the Severn Glass Works Company of Anne Arundel County Maryland } In the Circuit Court for Anne Arundel County No. 2389 Equity.

Order Nisi On Auditors Report & account.

15th Sept 1902.

Ordered, this 15th day of September, 1902, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 15th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of October next.

Geo. Wells, Clerk.

Final Order 9th April 1903.

In the Circuit Court for Anne Arundel County.

This Report & Account having been this 9th day of April submitted to the finale ratification, It is Ordered by the Court, that the said Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with due proportion of interest as the case has been or may be received

Jas. Revell.

Percival K. Parlett and
Edward D. Sleppey
partners and trading as
P. K. Parlett & Sleppey
vs.
David H. E. Campbell

Circuit Court
for
Anne Arundel
County
No. 2423
Equity.

Bill of Complaint - Filed 10th March 1902.

To The Honorable the Judges of the Circuit Court for Anne Arundel County sitting in Equity.

Your Orators Complaining say:

1. That the said David H. E. Campbell the defendant, is seized and possessed in fee simple of a lot of ground situated at the South corner of Second and Morris Streets in the City of Annapolis, Maryland, fronting on said Second Street Twenty-three feet and with a depth along Morris Street of One Hundred and Two feet; it being the same property which was conveyed to the said David H. E. Campbell by James A. Adams and Ada V. Adams his wife by deed dated the Seventeenth day of August, nineteen Hundred and one and recorded among the Land Records for said Anne Arundel County in Liber W. W. No. 22 - folio 329 etc., as will appear by a certified copy of said deed herewith filed and which with other exhibits to be filed herewith is prayed may be taken as a part of the Bill of said Exhibit being marked "P. & S. No. 1."

2. That being so seized and possessed of said Lot of ground the said David H. E. Campbell did on the Eighth day of August in the year nineteen hundred and one into a written Contract with Your Orators to erect a Dwelling house and Stable on said Lot, Your Orators to furnish all materials of all kinds and perform all work necessary for that purpose at and for the sum of Thirteen Hundred and Seventy Dollars as will appear by the terms of the contract and the plans and specifications made a part thereof herewith filed as a part of the Bill marked "P. & S. No. 2 & P. & S. No. 3."

3. That after the execution of said contract and while the said buildings were in the course of erection the said David H. E. Campbell directed certain extra and additional materials to be furnished and additional work thereon to be done by your Orators to the amount of Ten Dollars which the said Campbell promised to pay.

4. That Your Orators have furnished all materials and perform all works necessary to fulfill the said contract as will appear by their itemized statement herewith filed marked "P. & S. No. 4" and delivered the buildings so completed to the said David H. E. Campbell on the Fifteenth day of January Nineteen hundred and Two who accepted the same and moved in and has occupied said

premises ever since.

5. That Your Orators' claims for materials furnished and work done as aforesaid is now due and that the said David H. E. Campbell although often requested has failed to pay the same.

Your Orators know of no other lien against said property.

6. That Your Orators having furnished all materials necessary for the erection of said buildings and having completed the work of the same according to the contract and the direction of the said David H. E. Campbell and the said contract price and account for extra materials furnished and work done remaining unpaid although often demanded Your Orators on the Twenty-fourth day of February, nineteen hundred and two filed in the office of the Clerk of the Circuit Court for said Anne Arundel County a claim for lien made the provisions of Article Sixty-three of the Code of Public General Laws of Maryland, against the said Dwelling and Stable the ground upon which they are erected and so much other ground immediately adjacent thereto and belonging in like manner to the said David H. E. Campbell the owner of said buildings as may be necessary for the ordinary and useful purposes of said buildings as will appear by the said lien herewith as a part of the Bill marked "P.S. No. 1" whereby it appears there is due to Your Orators the sum of Thirteen Hundred and Eighty Dollars.

To the end therefore

(a) That a decree may be passed by the Court for the sale of the said property, or so much thereof as may be necessary for the purpose and that from the proceeds thereof the claim of your orators may be paid with interest.

(b) That Your Orators may have such other and further relief as their case and Equity may require.

May it please Your Honors to grant unto Your orators the writ of Subpoena directed to the said David H. E. Campbell residing in the City of Annapolis, Anne Arundel County, Maryland commanding him 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.

Frank H. Stockett
Solicitor for Plaintiffs

Plaintiffs Exhibit. P. & S. No. 1- Filed 10 March 1902.

This Deed made this Seventeenth day of August in the year nineteen hundred and one by and between James Albert Adams and Ada Victoria Adams his wife of the first part and Dr. David H. E. Campbell of the second part all of the City of Annapolis, Anne Arundel County, and State of Maryland Witnesseth, That for and in consideration of the sum of Five

Hundred Dollars, Current money in hand paid at and before the
ensealing of these presents, the receipt of which is hereby acknowledged
by the parties of the first part the said James Albert Adams and Ada
Victoria Adams his wife do grant and convey to and unto the said Dr.
David H. E. Campbell and his heirs and assigns in fee simple: All that
lot or parcel of ground situated in the City of Annapolis, Anne
Arundel and State of Maryland, lying and being at the South west corn-
er of Second and Morris Streets in said City, and described as follows,
that is to say: Beginning for the same at a post on the South West corner
of Second Street and Morris Street, and with the South building line of
said Morris Street North 88° 30' W 102 feet to a post thence South 3° 15' W. 23
feet to a post, thence South 88° 30' E. 102 feet to a post in the north west side
of the said Second, and with the said Second Street.
Street north 3° 15' E. 23 feet to the place of beginning, Containing two thous-
and three hundred and forty-six square feet, as well be shown by the
Plat made by Louis Green on the 5th day of August A. D. 1901, and filed
and recorded at the same time and made part of this deed as intended.
The above described property being part of Lot number thirteen of Block
"H" of Melvins Plat of Murray Hill," recorded among the Land Records
of Anne Arundel County in Liber G. W. No. 1- folio 16 &c, which was allotted
to James D. Murray under the Partition proceedings instituted in the
Circuit Court for Anne Arundel County, wherein Catherine Murray et al
were defendants by a decree passed in the said proceedings, dated
on or about the 26th day of April A. D. 1867, And is the identical property
which was conveyed by deed dated the 19th day of June in the year
Nineteen Hundred from James D. Murray and wife to J. Albert
Adams, and herein described as part of the said property so conveyed
which said deed being recorded among the Land Records of Anne
Arundel County in Liber G. W. No. 17- folio 489 &c. as by reference to all
of the aforementioned Land Records will at large appear, all of which
are intended to be made part of this Conveyance.
Together with the improvements and buildings thereupon erected
made or to be made or being made and erected, all every right,
alley or alleys way or ways, water or waters privileges appurtenances
and advantages the same or in anywise thereunto belonging or ap-
pertaining to the said property.
To Have and To Hold the above granted and described property to
and unto the said Dr. David H. E. Campbell, and his heirs and as-
signs in fee simple forever. And the said James Albert Adams,
And Ada Victoria Adams his wife Covenant with the said Dr. Dan-
iel H. E. Campbell and his heirs and assigns, that they will war-
rant Specially the property hereby conveyed and will execute
such further assurances of the said property or real estate
as shall or may be requisite.
Witnesseth the Hands and seals the year and date first above

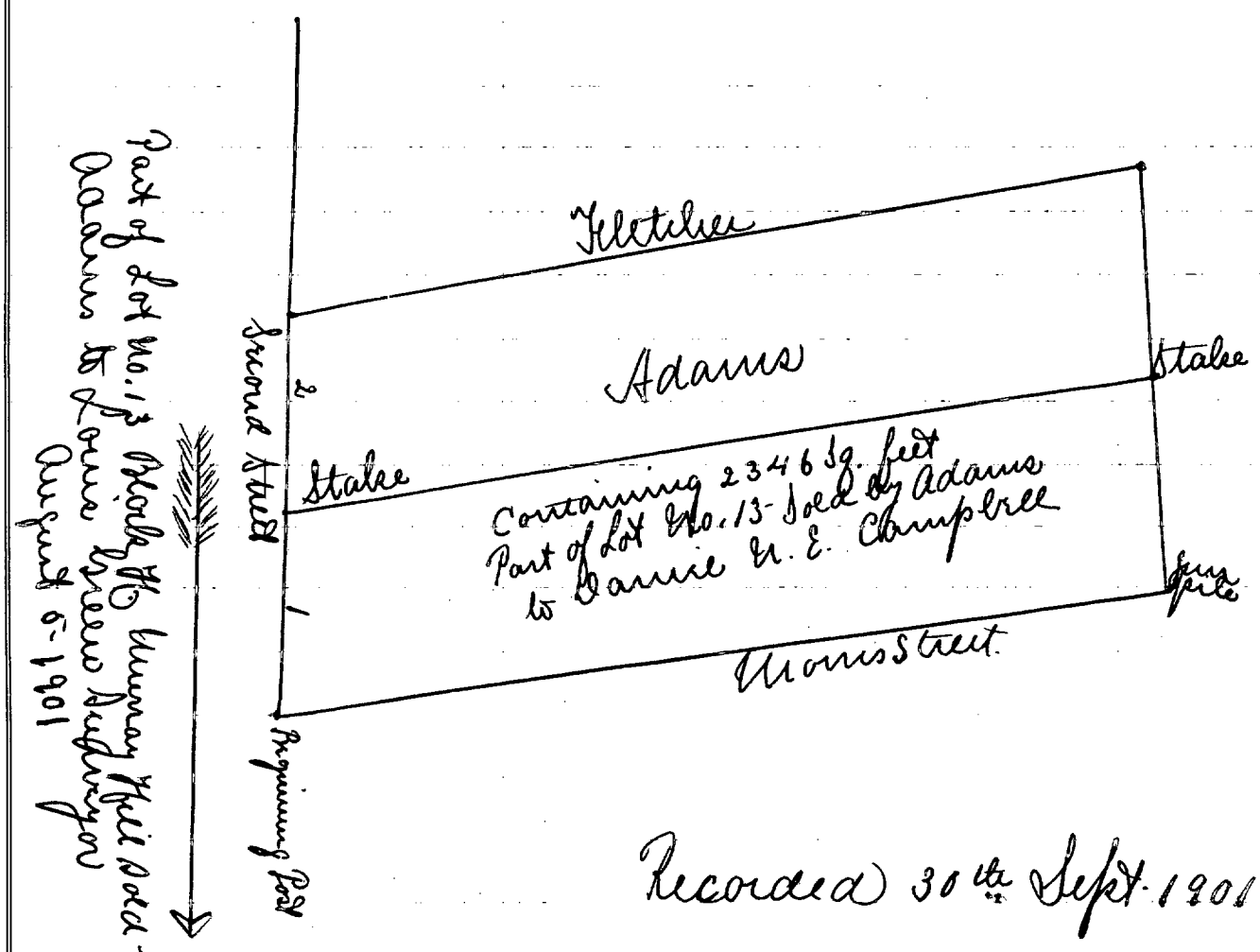
written
Charles G. Feldmeyer
State of Maryland,

James Albert Adams (Seal)
Ada Victoria Adams (Seal)

Anne Arundel County, Sct:

I hereby certify that on this Seventeenth day of August in the year nineteen hundred and one before me the subscriber a Justice of the peace of the State of Maryland and for the aforesaid County personally appeared James Albert Adams and Ada Victoria Adams his wife and did each acknowledge the foregoing deed to be their respective act

Charles G. Feldmeyer (Seal)
Justice of the peace



Recorded 30th Sept. 1901

State of Maryland
Anne Arundel County Sct:

I hereby certify that the foregoing was this day taken and copied from Liber G.W.C. No 22- folio 329 &c. One of the Land Records for Anne Arundel County.

(Seal Cir Ct A.A.Co.) Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 5th March A.D. 1902.

Geo. Wells, Clerk.

Plaintiffs Exhibit P. & L No. 2 & 3- filed 10 March 1902

These Articles of Agreement made and concluded this 8th day of August A.D. 1901 between P. K. Parlett and Skipper of the City of Annapolis Maryland and Dr. David A. E. Campbell of the said place The said P. K. Parlett and Skipper for the consideration hereinafter mentioned do for themselves their heirs, executors and administrators covenant with the said Dr. David A. E. Campbell

his heirs and assigns, that they the said P. K. Parlett and Skipper, contractors and builders, shall and will within the space of
next after the date hereof, in a good and workmanlike manner and according to the best of their knowledge and skill well and substantially build, set up, and finish one frame house stable on messuage on a certain lot of ground at the South East corner of Second and Morris Streets in said city in such place as the said Dr. David H. E. Campbell shall direct of the dimentions following according to the attached plans and specifications hereunto made part of these Articles of Agreement with such stone or brick, lumber and other materials as all described in said annexed specification, to be furnished by the said P. K. Parlett & Skipper, in consideration whereof the said Dr. David H. E. Campbell for himself his heirs and assigns covenants and promises with and to the said P. K. Parlett & Skipper and their assigns well and truly to pay or cause to be paid, unto the said P. K. Parlett & Skipper and their assigns the sum of Thirteen Hundred & Seventy dollars current money in the following manner
$1370.00
And also that the said P. K. Parlett and Skipper and their assigns executors and administrators shall and will at their own proper expence find and provide all the materials and other necessary things for the making and building of the said house & stable.
And for the true and faithful performance of each and all of the covenants and agreements aforesaid, each of the said parties binds the himself, his heirs, executors and administrators and assigns unto the other executors administrators and assigns in the final sum of dollars to be taken as ligiditated and stipulated damages) firmly by these presents.
Witness whereof we have set our hands and seals the day and year first above written.

Witness as to both
Thomas × his mark Queen

P. K. Parlett & Sipper (Seal)
D. H. E. Campbell (Seal)

Percival K. Parlett, Edward D. Skipper trading as P. K. Parlett & Skipper
v.
David H. E. Campbell

Circuit Court for Anne Arundel County
Mechanics Lien Docket.
Plaintiffs Exhibit P & S No. 5 Filed 15 March 1902.

Percival K. Parlett and Edward D. Skipper partners trading under their name, style and firm of P. K. Parlett & Skipper carrying on business in the City of Annapolis, Maryland, as master builders and contractors, plaintiffs in the above entitled cause, claim a lien for the sum of One Thousand Three Hundred and Eighty dollars ($1380.00) with interest thereon from the defendant David H. E. Campbell to be

due thereon against all that frame building and improvements situate in said city of Annapolis, State of Maryland, said building having a front of about eighteen feet and a depth of about forty feet containing eight rooms with cellar under front and porch in front and frame stable fourteen by twenty feet in rear and against the ground covered by the said buildings and so much other ground immediately adjacent thereto and belonging in like manner to the owner of such buildings as may be necessary for the ordinary and useful purposes of said buildings, the whole of which ground situated and lying in the City of Annapolis, Maryland aforesaid is particularly described as follows. Beginning for the same at the South East corner of Second and Morris Streets and having a front on said Second Street of twenty-three feet with a depth along Morris Street of one hundred and two feet being the lot, part of a lot, or parcel of ground which was conveyed to the said David H. E. Campbell by James A. Adams and Ada V. Adams his wife, by and dated the Seventeenth day of August nineteen hundred and two and recorded among the Land Records for said Anne Arundel County in Liber G. W. No. 22 folio 329 &c. of which said ground and the buildings and improvements thereon, the said David H. E. Campbell at the time of furnishing the material and doing the work hereinafter mentioned was the owner or reputed owner.

The said claim being for work done and material furnished by the lienors, in accordance with a written contract between the said parties, plans and specifications agreed upon between them for or about the erection and construction of the said buildings at the instance and request of the said owner or reputed owner, at the particular time and of the nature or kind and amount and for the price set forth in the bill of particulars hereto annexed, beginning on the eighth day of October nineteen hundred and one and up to and including the Fifteenth day of January nineteen hundred and two and which work has been finished and material furnished within less than six months before the filing of this claim. And the said claimants aver that the work done and material furnished as shown by their particular account hereto annexed remain entirely unpaid for by the said David H. E. Campbell or by any other person although payment thereof has been demanded by them.

Wherefore the said Percival K. Parlett and Edward D. Skipper partners as aforesaid trading as P. K. Parlett and Skipper hereby require the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien as well against the said Lot of ground and buildings thereon as against the said David H. E. Campbell as the owner or reputed owner thereof agreeably to the provision of the law in such cases made and provided

And as in duty &c.

Percival K Parlett
Edward D. Skipper trading as P. K. Parlett & Skipper
Frank H. Skipper
Attorney for Claimants.

Bill of Particulars

1901 Oct 8. to 1902 Jany-15 To work done and materials furnished for and about the erection and construction of the buildings herein described in accordance with the contract between the said Percival K Parlett and Edward D. Skipper partners trading as P. K. Parlett & Skipper and the said David H. E. Campbell being date the eighth day of August nineteen hundred and one at the price and cost therein named to wit: Thirteen hundred and seventy dollars - $1370.00

1901 Oct. 10. To enlarging kitchen and dining room as per agreement with owner. 10.00

$1380.00

State of Maryland
Anne Arundel County to wit:

I hereby certify that on this 24th day of February 1902 before the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared Percival K Parlett, a member of the firm of P. K. Parlett & Skipper which said firm is composed of Percival K Parlett and Edward D. Skipper, and being duly sworn in due form of law says that the matter and things in the aforegoing claim and account are true correctly stated and just to the best of his knowledge and belief.

That there is due on said account the full and sum of $1380 over and all discounts and credits: and that said sum so due has not been paid, satisfied or secured in full or in part except as therein stated

Witness my hand and seal notarial

(Notary's seal)

Hannah D. Stockett
Notary Public

Percival K. Parlett,
Edward D. Skipper Partners,
trading as P. K. Parlett & Skipper
vs.
David H. E. Campbell

In the Circuit Court
for
Anne Arundel County
Sitting in Equity
No. 2423 Equity.

Defendants Answer, Filed 21st March, 1902.

To the Honorable the Judges of said Court.

The answer of David H. E. Campbell, the defendant to the Bill of Complaint in this Honorable Court exhibited against him says:

First

This defendant admits the deed set out in the first paragraph of the Bill of Complaint, also admits the contract and the accompanying plans and specifications set out in the second paragraph of the said Bill of Complaint, and also admits the additional part to the said contract, plans and specifications, but denies the work and mater-

ale to be a part of the house intended to be erected under the said contract plans and specifications and the addition thereto as set out or referred to in the third paragraph of the said Bill as therein stated, because no part of the said buildings therein stated or any other part is in any way in accordance with the said contrad, plans and specifications and the additions thereto, as agreed between this defendant and the plaintiffs.

Second.

This defendant denies all and singular the allegations set out and alleged in the fourth, fifth and sixth paragraphs of said Bill of Complaint and all the exhibits except Exhibits marked "Pand S. No. 2" "Pand S. No 3" and "Pand S. No 1" and demands legal and competent proof of the value of each and every article therein stated as a part of the alleged dwelling house and stable.

Third.

This defendant admits the execution of the contract, and the accompanying plans and specifications of a dwelling house proposed to be erected on his property as described in the first paragraph of said Bill of Complaint, and that the plaintiffs, by the terms of which said contract promised and undertook to furnish the materials and work for the proper erection, building and completion of the said house and stable for the contract price of Thirteen Hundred and seventy ($1370.00) Dollars.

Fourth.

This defendant denies all and singular the allegations alleged in the said Bill of Complaint as to the plaintiff having furnished all the materials and performed all the work necessary to fulfil the terms of the said contract filed in these proceedings marked "P" and S" No 2", and the accompanying other exhibits marked "Pand S." No. 3" stated and referred to in the second, fourth, fifth and sixth paragraphs of the said Bill of Complaint, or any part of the said Bill of Complaint and avers and charges that contrary to the expressed terms and stipulations under their seals, and after having been warned, notified and cautioned at divers times, since the execution of the same, as to the manner of proceeding in the course of the execution of said contract, the plaintiffs, in total disregard of the terms of said contract, plans and stipulations, proceeded wantonly, wilfully, and in a reckless manner, continued to place or caused certain materials to wit: bricks mortar, lime, wood or other materials to be piled, heaped and stacked partly put together and partly separated: and by reason of such collection of such said materials, claims and calls same a dwelling house which is not built set up or erected in any wise in a workmanlike manner nor according to the expressed terms in the contract between the plaintiffs and this defendant.

Fifth

That the defendant answering further says.

(a) No part of the foundation upon which said alleged dwelling house stands is in any way in accord with contract and accompanying plans and specifications, and says that which is alleged to have been built, the highest portion of which being to wit, only two feet two inches from the surface of the ground: front being eighteen feet long, nine inches thick; fourteen feet only of the sidewalls of alleged foundations being nine inches thick and of irregular height: lowest portion of said foundation being to wit, three inches from the surface of the ground and only to wit, four inches wide, all of which is not in accord with the specifications agreed upon.

(b) And that only one coating of paint or other substance is used on the roof of the alleged dwelling house, which has since been washed from the roof down on the sides of the alleged dwelling house, over the grey paint, and particularly on the north side, causing the entire said North Side appear to have been purposely painted in stripes of grey and black paints over the entire surface, which totally spoils the appearance.

(c) And that a large portion of the plastering or nearly all of the plastering in said house, after the same was commenced and before the plaintiffs had completed the plastering as alleged, the said plastering fell at various places, and had to be repaired, and after the plaintiff had completed said plastering as alleged proceeded to cover portion of said plastering with beautiful design paper of the defendants choice, taste and selection, to wit, one fourth of said plastering from the ceiling of the parlor-room together with the said wall paper has since fallen: and nearly all the remaining portion so covered including front bed rooms, office room and portion of the hall is about to fall now, and is held in position only by strength of the paper, and that other parts of said plastering not so covered by said wall paper, in some places, have uneven surfaces, cracks or large openings, which admit air in such quantities as to render such parts uncomfortable: and that no part of said plastering is completed as agreed.

(d). And that the weather board in some places of the alleged dwelling house is not nailed and part of which has since fallen and other parts are about to fall: and that the roof of the porch is so badly constructed that the waters falling thereon remain until evaporated, and its proximity to the bed room makes it unhealthy. And also the cornice of said house is not constructed in the manner as agreed upon.

Sixth.

This defendant answering further says:

That he denies all and singular the allegation alleged in the fourth

paragraph of said Bill of Complaint, as to the defendant having accepted the alleged dwelling house, and shows that his occupancy of the said dwelling house since January 16th, 1903, is that prior to and since said date, the defendant has been engaged in the practice of medicine and rented rooms at No. 37 Market Street, in the City of Annapolis for his said practice and family's comfort and that his tenancy expired October 16th, 1901, at said place which said last date this defendant fully expected that said house would have been completed satisfactorily as shown by the terms of the contract; but said house was not completed on said date, to wit, 16th Oct, 1901, and in order to retain his practice in said City of Annapolis he was compelled to pay a higher rate of rent at said 37 Market Street pending his expected occupancy in the dwelling house under the said contract: and when this defendant received notice that he could no longer retain his tenancy under any condition whatsoever at said 37 Market Street the dwelling house under the contract was not then completed: nor is now completed: and after all efforts failed to procure suitable house or rooms in which to practice and for his family's comfort, which was indispensible, the only alternative was to leave the said City at that time. The plaintiff well knowing the situation, surroundings and circumstances of this defendant, (and being threatened with a suit) proceeded hurriedly in a reckless manner on the alleged house to its pretended completion as alleged in the Bill of Complaint, and this defendant not being versed as a mechanic, and had no means of knowing or knowledge of the defects and imperfections in the alleged dwelling house, after the alleged completion in the Bill of Complaint and before his occupancy by this defendant avers and charges that there was no apparent defect shown at that time as has since been shown and made apparent to this defendant, and that the plaintiff well knew of the said defects and imperfections, and did not so inform this defendant, but to the contrary guaranteed that no such defects and imperfections now apparent would have occurred in the alleged dwelling house, and this defendant relying upon the statements of the Plaintiffs, and believing the statements so made were true was thus induced to occupy the said alleged dwelling house; and ordered payment; but the said order to pay was countermanded a few days later because this defendant discovered that the statements of the plaintiffs were false, as the defects in all parts of the alleged dwelling house then became apparent to this defendant; but under the alleged circumstances the defendant has retained occupancy in the said dwelling house since.

Seventh.

This defendant denies all and singular the allegation of the plaintiffs claim and how set out in the sixth paragraph in the Bill of Complaint as alleged to have accrued under the provision of the Article 63 of the Code of Public General Laws

of Maryland against him or the property or any part of the said Ground by the alleged dwelling house or stable in these proceedings mentioned, and avers and charges that the said lien or claim is communicate upon the performance of the contract and specifications marked "P and S No. 2" and "P and S No. 3" in these proceedings filed in the second paragraph in said Bill of Complaint.

Eighth.

This Defendant avers and charges, and claims a set off or recoupment as stipulated damages against the plaintiffs, for to wit: ninety days at fifty dollars for each and every day as shown as per agreement and understanding between this defendant and plaintiffs, in addition to other damages to be adjudged by this Honorable Court.

Ninth

This Defendant is accredited with on account, to wit $1370.00 with the Workingmen's Building and Loan Association of Anne Arundel County, Maryland, who are interested in the intended lien by reason of the execution of the said contract and more particularly in the payment of the $1370.00 now in their custody, to the plaintiffs of the said $1370.00, which said amount is for no other purpose than to pay the plaintiffs for the said contract price for the dwelling house and Stable shown by the terms of the said contract filed in these proceedings and that the plaintiffs agreed that the said sum should be by the said Association paid to them upon demand by them whenever the dwelling house and stable was satisfactorily completed, and not before; and this defendant avers and charges that he has and is now and has ever been at all times ready and willing to perform each and all and particular agreements and covenants obligatory upon him, and that he has performed all in his power necessary on his part to fulfill the said contract and agreements.

Tenth

This defendant avers and charges that the alleged dwelling house and stable being incomplete and constructed with inferior quality and less quantity of materials and constructed not in conformity with the contract and agreement nor in the best of workmanlike manner or skill of proficient and competent house builders and because of such is not worth the value alleged but of lesser value, to wit $5000.00 only, he prays as follows:

First. That the plaintiffs may be completed to execute and carry out their contract with the defendant.

Second. That the plaintiffs may be compelled to perform their agreements and covenants with this defendant shown.

Third. And this defendant specially prays for a writ of injunction re-

straining the plaintiffs in the premises.
Fourth And this defendant further specially prays to reserve the right by this Honorable Court to proceed against the plaintiffs by an action at Law.
Fifth And such other and further relief as his case and Equity may seem to require.
And as in duty bound &c.

Geo. L. Pendleton
Solr for Defft.

P. K. Parlett & Skipper
vs
David H. E. Campbell

Circuit Court for
Anne Arundel County
No. 2423 Equity.

General Replication, Filed 26 March 1902.

The plaintiffs join issue on the matters alleged in the answer of the defendant as far as the same may be taken to deny or avoid the allegations of the bill.

Frank H. Stockett
Solicitor for plaintiffs

Percival K. Parlett,
Edward D. Skipper
Trading as, P. K. Parlett & Skipper
vs.
David H. E. Campbell

Circuit Court
for
Anne Arundel County
No. 2423
Equity.

October 9th 1902, Decree for Sale

This cause standing ready for hearing and being submitted, the counsel for the partie were heard and the proceedings read and considered.
His thereupon this ninth day of October in the year nineteen hundred and two by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that the said defendant pay, or bring into this Court to be paid to the plaintiffs the sum of One Thousand Three Hundred and Eighty dollars current money, with interest thereon from the Twenty fourth day of February Nineteen hundred and two until paid or brought in as aforesaid together with the plaintiffs costs of this suit to be taxed by the clerk of this Court on or before the tenth day of November Nineteen Hundred and two and upon the failure of the defendant to pay or bring into the Court to be paid to the plaintiffs the said debt, interest and costs of suit as aforesaid it is further adjudged ordered and decreed that the real estate of the said David H. E. Campbell, or so much thereof as may be necessary in these proceedings mentioned be sold; that Frank H. Stockett of the City of Annapolis be and he is hereby appointed a 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 with a surety or sureties, to be approved by this Court or the Clerk thereof in the penalty of Twenty-five hundred 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 the said sale having given at least three weeks notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper of the time, place, manner and terms of sale, which terms shall be one half of the purchase money in cash on the day of sale or ratification thereof by the Court, the balance in six months from the day of sale, the deferred payment to bear interest and to be secured to the satisfaction of the Trustee, or all cash at the option of the purchaser or purchasers: the Trustee may require a deposit of One Hundred Dollars from the purchaser or purchasers; and as soon as may be considered after such sale or sales the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale or sales, with an affidavit annexed of the truth thereof and of the fairness of sale or sales: 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, and acknowledged according to law, convey to the purchaser or purchasers, his her or their heirs or assigns the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants and those claiming by, from or under them or either of them; and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit and such commissions to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Jas. Revell.

Testimony - Filed - 19 June - 1902.
Marked Not for Record

Affidavit of Auctioneer - Filed 21st Febry - 1903.
(and marked not for record)

Trustees Answer to Exceptions - Filed 21st Febry - 1903.
(and marked not for record)

Exceptions to sale by Dorothy E. V. Campbell - Filed
(and marked not for record)

June 24-1903-Opinion & Order of Court
for exceptions to ratification of Sale.
(and marked Not for Record)

P K Pallett & Skipper
vs
David H. E. Campbell

Circuit Court
for Anne Arundel County
No. 2423 Equity.

Trustees Report of Sale. Filed 1st August 1903.

To the Honorable the Judges of the Circuit Court.

The report of Frank H. Storkett, Trustee, appointed by the decree in this cause to make sale of the real estate mentioned in the proceedings respectfully shows.

That after giving bond with security for the faithful discharge of the trust as required by the decree, and in conformity with an order of this Court on the 24th day of June 1903 and filed in this cause and after giving notice of the time, place, manner and terms of sale by advertisement in the Advertiser a news paper published at the city of Annapolis, for more than three successive weeks before the day of Sale and also by hand-bills circulated and posted in said City, did pursuant to said notice attend at the Court House door on Saturday the First day of August Nineteen Hundred and Three at eleven o'clock A. M. and then and there proceeded to offer to public sale the said real estate in the proceedings mentioned, consisting of a Lot of ground situated at the corner of Second and Morris Streets in the city of Annapolis, Maryland, fronting on Second Street thirty-three feet with a depth on Morris Street of One Hundred and two feet the said Lot being improved by a two Story frame dwelling and Stable and sold the same to Percival K. Pallett and Edward H. Skipper partners trading as P. K. Pallett & Skipper at and for the sum of Fifteen Hundred Dollars, they being the highest bidders therefor and took their agreement to comply with the terms of sale.

All of which is respectfully submitted.

Frank H. Storkett
Trustee

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this first day of August 1903 before the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named Frank H. Storkett, 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.

Wm. H. Woodward
Deputy Clerk Circuit Court
for Anne Arundel County.

Certificate of Publication of Order Nisi Filed 2nd Sept 1903.

Annapolis Md. Aug. 29-1903.

I certify that the annexed Order nisi in the matter of the sale of the real estate of David H. E. Campbell 2423 Equity was published in "The Advertiser" a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 1st day of September 1903. The first insertion being made the 6th day of August 1903.

W. Meade Holladay
Publisher.

~~Order Nisi August 1st 1903.~~

State of Maryland,
Anne Arundel County to wit:

I hereby certify that on this first day of August 1903 before the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named Frank H. Stockett, Trustee, and made oath in due form of law that the matter 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.

Wm. H. Woodward

P K Paslett & Skipper
v
David H. E. Campbell
} Circuit Court for Anne Arundel County No. 2423 Equity.

Order Nisi August 1st 1903.

Ordered this first day of August 1903 that the sale made and reported by Frank H. Stockett, Trustee, be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or before the 1st day of September 1903, provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 1st day of September 1903.

The report states the property sold for $1500.

Geo. Wells Clerk.

September 2nd, Final Order Ratification of Sale.

Circuit Court for Anne Arundel County.

Ordered this Second day of September 1903 that the sale within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order.

The Trustee will be allowed the usual Commissions and his expenses on the production of proper vouchers therefor to the Auditor to whom this case is forthwith referred to state an account.

Jas. Revell

Certificate of Auctioneer filed 1st August, 1903 (and marked not for record)
Agreement of purchasers filed 1st August 1903 (and marked not for record)

In the case of
P. R. Parlett & Skipper
vs.
David N. C. Campbell

In the Circuit Court
for
Anne Arundel
County.

Auditors Report & Account Filed 3rd Sept 1903.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account which allows, the late trustees costs and commissions and distributes the balance in part payment of the two claims under which the realestate herein mentioned was sold.

All of which is respectfully submitted

James W. Avirs,
Auditor

306

The Real Estate of Hannie M. E. Campbell in ac with

Dr.

1903. Frank H. Storkett, Trustee

Aug 1st	To the Trustee for his Commissions				$	76	50	1903 Aug 1st	By proceeds of sale of Real estate as per Report filed	$1500 00
" "	" " " " " " Expenses viz									
" "	" Advertising, A A Advertiser	$	15	00						
" "	" Auctioneer Julian Brewer		10	00		25	00			
" "	" The Trustee for Court Costs, viz:									
" "	" Plaintiffs Solicitor	$	10	00						
" "	" Defendants " " payable by defendant									
" "	" Clerk Circuit Court	$	22	25						
" "	" Sheriff, Brasley			45						
" "	" Examiner		48	00						
" "	" Auditor		9	00	$	89	70			
" "	" Taxes as follows, viz:									
" "	" State & County taxes for year 1902				$	9	00			
" "	" Annapolis City " " " "					5	55			
" "	" P K Paulett & Skipper Liquors in part payment of claim					1294	25			
						1500	00			$1500 00

Memorandum of claim of

1902 July 24 P K Paulett & Skipper

Amount of claim	$	1380	00
Interest to Aug. 1st 1903		118	68
	$	1498	68
By amount allowed supra		1294	25
Balance due		204	43

David O. Parlett
vs.
Joseph S. & W. Basil
John Basil
James W. Hunter

Circuit Court
for
Anne Arundel
County
No. 2024 Equity

Bill of Complaint & 2 Exhibits, Filed 28 December 1897.

To the Honorable the Judges of the Circuit Court for Anne Arundel County sitting in Equity.

Your Orator complaining says:

1. That on or about the Eighth of April eighteen hundred and seventy three your orator and a certain Joseph S. & W. Basil both of the City of Annapolis, State of Maryland, entered into a copartnership for the purpose of carrying on the Lumber trade in all its branches for a period of three years under the name, Style and firm of Joseph S. & W. Basil & Parlett, and on the Sixteenth of January eighteen hundred and seventy five signed and sealed articles of agreement in writing embodying the terms and conditions of said copartnerships, which said articles are herewith filed marked Exhibit "A" and which is prayed may be taken as a part of this bill of Complaint.

2. That among other things it was agreed that all profits of the copartnership as well as all loses should be equally divided between the said partners and at the end of each years business an account and settlement should be made: that neither party should withdraw anything from the business during the first year and after the expiration of the first year neither shall withdraw more than the sum of six hundred dollars per annum in monthly instalments of fifty dollars each and at the end of the year the net profits to be withdrawn by each or left in the business with the consent of the other and to receive interest on any such balance so left in the said business.

3. That it was further provided by the said Articles of Copartnership that the said David O. Parlett was to give his whole time and attention to the business as salesman and general manager and should keep book accounts of all the firms transaction and see that the stock in trade was replenished as the same was needed and that the said Joseph S. & W. Basil should attend to the financial affairs of the firm, keep the bank account, draw all necessary checks order stock and make the collections of the firm and see to the payment of its obligations.

4. That said Copartnership has been conducted continuously and successfully from the foundation thereof to the month of June Eighteen Hundred and ninety-seven, a period of more than twenty-four years, when the physical and mental health of the said Joseph S. & W. Basil became so impaired that it was impossible for him to give any attention to the affairs of the said Copartnership, and your Orator is informed and so be-

liver and charges that the condition of the said Basil will never improve.

5. That the said Joseph S. M. Basil was extensively engaged in business enterprises outside of and in which the said firm of Joseph S. M. Basil & Parlett had no connection nor in which had it any interest.

6. That on the Fifteenth of June eighteen hundred and ninety-seven the said Joseph S. M. Basil being largely indebted to various persons on account of his said business enterprises outside of the said lumber business and because of his impaired health executed to a certain James M. Tanner as his trustee a deed of trust of all of his real estate for the benefit of his creditors and among other property conveyed all of his undivided interest in certain real estate situated on Cornhouse Street in said City of Annapolis owned by the said firm of Joseph S. M. Basil & Parlett which said deed is recorded among the Land Records of Anne Arundel County in Liber G. W. No. 6 folio 238 &c., a certified copy is herewith filed marked Exhibit "B." and which is prayed may also be taken as a part of this his bill of Complaint.

7. That at about the time of the executing of the said deed of trust, or a little prior thereto, the said Joseph S. M. Basil a power of Attorney whereby the said John Basil was authorized and empowered to take the place of the said Joseph S. M. Basil in the said firm but your orator is unable to state the specific terms or powers under the said power of Attorney as neither the original nor a copy thereof has ever been furnished him or deposited in the office of the said firm and your orator herewith calls on the said John Basil to file the original of said power of Attorney in this cause for the benefit of all parties interested therein.

8. That during the continuance of the said partnership now exceeding twenty four years as aforesaid: no annual settlement of its affairs has ever been made nor has a settlement ever been effected at any time during that period although your orator has frequently asked that the same be done; nor has he at any time in the last few years had access to the books pertaining to the business of the said firm; first in the possession of the said Joseph S. M. Basil, and since June last in the possession of the said John Basil presumably by virtue of the authority of the said power of Attorney, so that he could be informed of the condition of the business of the said firm, although he has repeatedly asked for the same; Your Orator believes and so charges that the said Joseph S. M. Basil has very considerably overdrawn his interest in the profits of the said firm within the last year or eighteen months, which your orator in the same period has withdrawn only a very small sum: and that because of the broken health of the said Joseph S. M. Basil and the financial embarrassment of his individual business enterprises the assets of the said firm of Joseph S. M. Basil & Parlett are in imminent dan-

ger from waste and deterioration pending the adjustment of the said Basies affairs.

To the end therefore.

a. That a receiver may be appointed to take charge of all the partnerships books and papers of account, goods and effects, and to collect the debts due thereto and pay the debts due thereby, and to preserve or dispose of the same under the direction of this Court.

b. That the said David C. Parlett deliver to the receiver all booles of account in his possession belonging to the said firm and that the said John Basie deliver to the said receiver all bank, books, checks, books &c as all other property pertaining to said business.

c. That the said partnership may be declared to be dissolved an account made of the business under the direction of this Court and that its effects may be applied to the payment of its debts and liabilities, and the residue thereof distributed among the parties entitled thereto.

d. That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the writ of Subpoena directed to the said Joseph G. W. Basie, John Basie and James W. Hunnor all residing in said City of Annapolis commanding them to be and appear in this Court at some certain day to be therein named and answer the premises and abide by and perform such decree as may be passed thereon.

And as in duty ed.

Frank H. Stockett
Solicitor for Plaintiff.

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this 28th day of December Eighteen Hundred and ninety seven, before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared the within named David C. Parlett and made oath in due form of law that the matter and facts in the aforegoing bill are true to the best of his knowledge and belief.

Julian Brewer
Justice of the Peace

Order 28th Dec. 1897.

Upon the foregoing bill of Complaint, it is this 28th day of December 1897, Ordered that the defendants show cause on or before Tuesday the 4th day of January 1898, why the prayers of the Plaintiffs should not be granted, provided a copy of said bill of Complaint and of this order be served on the defendants on or before Friday the 31st day of December 1897.

Jas. Revell
Associate Judge 5th Judicial Circuit

Exhibit B. Filed 28th December, 1897.

This Deed of Trust made this 15th day of June in the year Eighteen hundred and ninety seven by Joseph S. M. Basil of Annapolis, Maryland, Witnesseth, Whereas, I the said Joseph S. M. Basil have heretofore conducted at Annapolis Maryland in connection with David A. Parlett the lumber business, supplying in connection therewith all builders materials under the firm name of Joseph S. M. Basil and Parlett and upon my own account have conducted also the coal wood and ice business and grocery and merchandise and feed business at said City of Annapolis and am also seized and possessed of large and valuable real estate situate in Annapolis but by reason of ill health am unable personally to conduct my business at present, And in order to continue the said business have given certain Powers of ~~Attorney~~ to my son John Basil to represent me in the firm of Basil and Parlett in the lumber business aforesaid, and also to represent me in my coal, wood, and ice business aforesaid and have also transferred to my son Joseph S. M. Basil, Jr. the grocery and feed business under articles of agreement whereby he is to assume the payment of my merchandise accounts and debts contracted in connection with said grocery business and feed business and to pay a rental or an equivalent therefor, for the use and occupation of my store house on Market Space, and Whereas, I have abundant assets to secure all my debts, and it is my purpose and desire to continue my business so that all my creditors may be fully paid

And Whereas I am indebted on certain promissory notes to the Farmers National Bank secured by the personal endorsement of my friends as joint makers with me to the said Bank and am indebted unto Jesse Hillis, William L. Conyngham and Joseph Stickney trading as J. Hillis & Co., in the sum of five thousand two hundred and ninety eight and 7/100 dollars on open account for coal, with interest from the eighth day of June eighteen hundred and ninety-seven on Five Thousand one hundred and fourteen dollars, and fifty-four cents thereof and in the meantime to secure each and every one of my creditors in a full and ample manner.

Now therefore, In consideration of the premises and in order to secure all of my creditors, This Deed Witnesseth, That in consideration of the premises and of the sum of Five Dollars in hand paid by James M. Munroe of Annapolis, Maryland, I the said Joseph S. M. Basil do hereby grant and convey unto the said James M. Munroe, as Trustee the following ~~property~~ real estate situate in Annapolis Maryland a lot of ground 34×100, feet on Market Space improved by a three story brick store house one lot of ground 20×120 feet improved by a three story brick house used as a store and dwelling on said Market Space a lot of ground 30×38 feet on Cornhill Street improved by a frame house, a lot of ground 67×25 feet on Market Space and Fleet Street improved by a three

story brick house a lot of ground 64X135 feet on Fleet Street and Carroll's alley improved by four frame house, a stable and carriage house a lot of ground 38X72 feet on Fleet Street unimproved, a lot of ground 42X170 feet on Church Street improved by three two and a half story frame houses, a lot of ground 99X315 feet situate at the foot of Church Street and Compromise Street on the City Dock improved by a brick Ice House, and certain other buildings used in connection with the coal, wood, ice, and lumber business aforesaid, a lot of ground 42X170 feet on Maryland Avenue improved by a brick dwelling house where I now reside, a lot of ground 133X164 feet situate on Calvert and Bladen Streets improved by four frame dwelling houses, and office, railway and scales used in connection with the coal business, the same being all my real estate with the improvements thereon situate in Annapolis Maryland also all of my undivided interest in certain real estate on Compromise Street belonging to the firm of Basil and Parlett aforesaid and used in connection with the lumber business conducted by the aforesaid firm and all and singular my real estate, Wheresoever situate and all my interest in the same.

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

To Have and To Hold the same upon the trust nevertheless that the said James M. Munroe will suffer and permit the said Joseph D. M. Basil the grantor herein named to use and occupy his dwelling house on Maryland Avenue as heretofore as a place of residence for himself and family and will suffer and permit the firm of Joseph D. M. Basil and Parlett to occupy the property heretofore occupied by the grantor and David C. Parlett in the conduct of their lumber business aforesaid and will suffer and permit the said John Basil the son of the said Grantor to occupy the property heretofore occupied by the said grantor, in the conduct of his wood, coal, and ice business under the power of attorney heretofore given to the said John Basil as aforesaid, and to suffer and permit the said Joseph D. M. Basil Jr. to use and occupy the aforesaid Store house on Market Space for the conduct of the grocery and merchandise business as heretofore occupied and used by the grantor in the conduct of said business and will also suffer and permit the said Joseph D. M. Basil Jr. to use such other property as may be agreed upon for the storage of the feed in which he deals in connection with his merchandise business, and will also suffer and permit the grantor or his agents to use and occupy the stables and coal yard, railway and scales and office on Calvert and Bladen Streets as now and heretofore used and occupied by the grantor and as to all other property hereinbefore granted and con-

vyed for the following purposes.
First. To collect from the tenants and occupants there of the rent now due or that may hereafter fall due for the use and occupancy of said property by the said tenants and occupants during the continuance of this trust.
Second. To sell any of the hereinbefore mentioned property whenever an advantageous sale there of can be made, but before making such sale, the said Trustee must have either the written consent of the grantor or the order of the Circuit Court for Anne Arundel County in the due exercise of its jurisdiction in the matter of trust estates.
Third. The said Trustee is hereby directed to apply the rents issues and profits of the said real estate as follows
First. To the payment of 10 per cent commissions to the Trustee for his services in collecting the said rents.
Second. To the payment of premiums on all fire insurance policies on all of the hereinbefore mentioned property upon which policies of insurance are now carried by the grantor.
Third. To the payment of premium on all fire insurance policies, on all of the hereinbefore mentioned property upon which policies of insurance are now carried by the grantor
Third. To the payment of the taxes on the hereinbefore mentioned real estate.
Fourth. To the making of any necessary repairs to the said property.
Fifth. The balance, to pay over to the said, Joseph J. W. Basil or to his order or as may be directed by the Circuit Court for Anne Arundel County in the due exercise of its jurisdiction over matters of trust.
And in the event of a sale of any of the property the trustee making the sale is to be allowed the Commissions allowed to Trustees for making sales of property under decrees in court of Equity, and such other compensation for his services in and about the execution of this trust as may be agreed upon by the grantor and the said Trustee or as may be allowed by the Circuit Court for Anne Arundel County in the further administration of this trust.
The said Trustee is hereby authorized to sell any or all of the aforesaid real estate at public or private sale with the consent of the grantor or the direction of the Circuit Court for Anne Arundel County and to apply the proceeds of sale to the payment of all costs charges and expenses incident to such sale including a commission to the trustee as may be agreed upon or provided as aforesaid, together with all taxes insurance premiums and other charges which may be on said property, including the premium on any bond given in a duly incorporated Surety Company by the person exercising the power of sale herein contained, then to the payment and discharge in full if sufficient or ratably if insufficient of the debts and liabilities of the said Joseph J. W. Basil which may be filed with the said Trustee in pursuance of notice to the creditors of said Basil by said trustee, to file their claims. And the balance if any there be

to pay over to the order of the said Joseph S. W. Basil.
But without any responsibility on the part of the said Trustee for the rents issues and profits arising from the said real estate or for any loss or depreciation of the said land or the buildings thereon until the said funds shall be sold and the proceeds received on the rents collected and received by the said Trustee and without any responsibility on the part of the said Trustee for the non payment of Taxes or Insurance except to the extent of the actual receipt by him of moneys from the said lands for the said purposes, the liability of the said Trustee under this deed of trust being limited to his receipts of money and his wilfull defaults and neglects hereunder and upon the full satisfaction and payment of all debts of the said Joseph S. W. Basil, the said Trustee shall reconvey the property hereby granted or so much thereof as may remain undisposed of to the said Joseph S. W. Basil or to his heirs devisees or assigns as the case may be, at their property expense free clear and discharged of the said trust under the proper order of the Circuit Court for Anne Arundel County first had and obtained to that effect
Witness my hand and seal.
Test: Julian Brewer } Jos. S. W. Basil (Seal)
State of Maryland,
Anne Arundel County, to wit:
I hereby certify that on this 15th day of June in the year Eighteen hundred and ninety seven before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared Joseph S. W. Basil and acknowledged the aforegoing Deed of Trust to be his act and deed.
Julian Brewer J.P.
Recorded 18th June - 1897.

State of Maryland
Anne Arundel County, S.C.
I hereby certify that the aforegoing is truly taken and copied from Liber G. H. No. 6 Folio 258 etc., Land Records for Anne Arundel County.
In Testimony whereof I hereunto set my hand and affix (Seal of Circuit Court for Anne Arundel Co.) the seal of the Circuit Court for Anne Arundel County this 22nd day December Eighteen Hundred & ninety seven.
Geo. Wells, Clerk.

David O. Parlett vs. Joseph S. W. Basil, John Basil, James W. Ellmore } No. 2024 Equity In the Circuit Court for Anne Arundel County.
Answer of John Basil - Filed 8th January - 1898
To the Honorable, The Judges of said Court:
The Separate answer of John Basil to the Bill of Complaint in this cause exhibited, respectfully shows:
That he adopts and relies upon the answer of Joseph S. W. Basil, Jr. and

John Basil, Trustee and Committee, filed in this case, and prays the Court to accept the same as his separate answer to the said Bill of Complaint.
And as in duty, etc.

John Basil
James W. Hannon Solor.

David O. Parlett
vs.
Joseph S. W. Basil John Basil
James W. Hannon

No. 2024 Equity
In the Circuit Court
for
Anne Arundel County.

Answer of James W. Hannon

To the Honorable The Judges of Said Court:
The separate Answer of James W. Hannon to the Bill of Complaint filed in this cause respectfully shows:
That he has no personal knowledge of any of the matters and things set out and alleged in the said Bill of Complaint except as to the execution of the legal papers by the said Joseph S. W. Basil in the said Bill referred to which were prepared by the said Hannon at the request of the said Joseph S. W. Basil by the advice and with the full knowledge of the said David O. Parlett after conference with the said David O. Parlett he being considered a most confidential influential interested friend of the said Joseph S. W. Basil and deeply interested in his welfare and in all that appertained to his business concerns.
He admits the execution of the said Deed of Trust of the 5th day of June, 1897 as set forth in the 6th paragraph of said bill and he has duly bonded as such Trustee and has been exercising the duties of his trust ever since but owing to the physical and mental health of the said Joseph S. W. Basil there has until now been no person to represent the said Joseph S. W. Basil in the matter, and the said Trustee offers himself ready to account at any time for the execution of his duties in the said trust.
Further answering the said Bill of Complaint the said Trustee admits that it is advisable and necessary and proper that Receiver should be appointed and so far as his consent is necessary and proper in the premises he hereby consents thereto, and unites with the Plaintiff and Defendants in this cause in their prayer for the relief appropriate to this cause.
And as in duty etc.

James W. Hannon
P.R.

Llavid A. Parlett
vs
Joseph S. & W. Basil, John Basil,
James W. Tunnor.

Circuit Court
for
Anne Arundel County.
No. 2024 Equity.

Order of Court - Filed 10th January 1898.

Ordered this tenth day of January eighteen hundred and ninety eight by the Circuit Court of Anne Arundel County upon the aforgoing bill, exhibits and affidavit answers and consent that James W. Tunnor and Frank H. Stockett of the City of Annapolis, be and they are hereby appointed receivers with power and authority to take charge and possession of the goods wares and merchandise, books, papers, effects and property of or belonging to the firm of Joseph S. & W. Basil & Parlett and to collect the outstanding debts due to the said firm; and.

It is further ordered that the said David A. Parlett and John Basil and each of them are hereby required to yield up and deliver unto the said Tunnor & Stockett, receivers as aforesaid the goods, wares, and merchandise, books, papers and effects of the said firm subject nevertheless to the further direction of this Court, and

It is further ordered that before the said Tunnor and Stockett receivers as aforesaid proceeds to act as receivers by virtue of this order they shall first give bond to the State of Maryland in the penalty of Five Thousand Dollars with a surety of sureties to be approved by this Court or the Clerk thereof and conditioned for the faithful performance of the trust reposed in them by this order or which may be reposed in them by any future order or decree in the premises, and.

It is further ordered that the said Tunnor and Stockett receivers as aforesaid be empowered and authorized to employ the said David A. Parlett as the general Manager of the business at a salary of One Hundred and fifty dollars per month and the said David A. Parlett to furnish out of said sum such clerical assistance as the requirements of the said business may demand to pay all debts due by the said firm when in the discretion the financial condition of the said firm will justify such payments and to replenish the stock in trade from time to time as the same is or may be needed. And, It is further ordered that the said Tunnor and Stockett receivers as aforesaid shall receive as compensation for their services eight per cent, being four per cent for their receipts on account of the said business and four per cent for disbursements except that for any sale or sales made by the order of this Court, other than sales of stock in trade in the ordinary routine of business, they shall receive a commission equal to the commissions usually allowed Trustees for making sales in Equity proceedings.

It is further ordered that the copartnership be and the same is hereby decreed and that notice of such dissolution be printed in some newspaper published in Anne Arundel County once a week for four successive

writes and
It is further ordered that the matter of an accounting between the partners of the said firm be suspended for and until the further order of this Court, and it is further ordered that this order may be modified by this Court at any time either upon the application of the parties or either of them or in the discretion of the Court.

Jas. Revell

Bond, Filed and Approved Jan. 13-1897.

Know all men by these presents, That we James M. Hunnicutt and Frank H. Stockett of Anne Arundel County State of Maryland and The United States Fidelity and Guaranty Company, a body corporate duly authorized to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars current money, to be paid to the State of Maryland, or its certain attorney: to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs executors and administrators, successors and assigns jointly and severally firmly by these presents Sealed with our seals, and dated this Thirteenth day of January in the year of our Lord one thousand eight hundred and ninety-eight Whereas, by an order of the Circuit Court of Anne Arundel County bearing date on the Tenth day of January, eighteen hundred and ninety, eight and passed in a cause in the said Court wherein a certain David C. Parlett is Complainant and Joseph S. M. Basil and others are Defendants, being No. 2024 Equity in said Court the above bound James M. Hunnicutt and Frank H. Stockett have been appointed Receivers, with the power and authority to take charge and possession of the goods, wares, and merchandise books, papers, effects and property of or belonging to the said firm of Jos. S. M. Basil & Parlett and to collect the outstanding debts due to said firm, and generally to manage the said estate under the direction of the said Court.

Now The Condition of the above obligation is such.

That if the above bounden James M. Hunnicutt and Frank H. Stockett do and shall well and faithfully perform the trust reposed in them by said order, or that may be reposed in them by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed sealed and delivered
in the presence of
As to Jas. M. Hunnicutt and
Frank H. Stockett
Julius Lepter
As to the surety
Arthur C. Prance
Attest: Alexander Payson Knapp
Secretary

Frank H. Stockett (Seal)
James M. Hunnicutt (Seal)
The United States Fidelity & Guaranty Company
By Edwd J. Penniman
2nd Vice President
(Corporate Seal)

David A. Parlett
vs
Joseph S. W. Basil et al

No. 2024 Equity
In the Circuit Court
for Anne Arundel County

March 29th 1901 Decree & Order of Court for Sale &c.

The Petition of John Basil Executor of Joseph S. W. Basil against David A. Parlett and Frankie H. Starlett and James W. Brewer, Receiver praying for a sale of the partnership property of the late firm of Joseph S. W. Basil and Parlett now in the hands of the said Receiver and for a settlement of the said partnership affairs and a distribution of the assets thereof together with the answers to the said petition, filed by the said David A. Parlett and the said Receiver having been heard by this Court in accordance with the opinion of the Court filed on the nineteenth day of March Nineteen hundred and one in this case, it is this 29th day of March, Nineteen hundred and one adjudged ordered and decreed by the Court that the said Frankie H. Starlett and James W. Brewer Receiver as aforesaid be and they are hereby ordered and directed to make sale of all the stock of lumber, goods, wares and merchandise and personal property of every description in their hands as Receiver of the late firm of Joseph S. W. Basil and Parlett including also the houses and lots situate on Compromise Street and on Cornhill Street, Annapolis, Maryland, and held by them as a part of the assets of the said partnership and in order that the said property may sold to the best advantage as speedily as possible, it is hereby directed that the property in the hands of the said receiver be appraised, and that a full and complete inventory thereof be made, and that David A. Parlett, John Basil and Louis J. Gardner be and they are hereby appointed appraisers with authority to make an inventory and an appraisement of the said property and assets in the hands of the said Receiver, and the said appraisers are hereby ordered and directed to proceed forthwith to make the said appraisement so that the same may be in the hands of the Receiver at least one week before the day of sale of the said property to be hereafter determined by the said Receiver and the said appraisers before proceeding to make the inventory and appraisement aforesaid shall take the usual oath before some officer duly authorized by law to administer an oath.

And it is further ordered and directed by the Court that the Receiver make no further purchases of any stock in trade, goods, wares or merchandise, except such as may be necessary to complete contracts to supply building material already heretofore made by the said Receiver.

And the said Receiver ale further ordered and directed to proceed to collect as speedily as possible all bills Receivable due to them for goods, wares, and merchandise sold by them under the order of this Court in the conduct of the said lumber business heretofore conducted by Basil and Parlett, and to bring into this Court the proceeds of the sale of the property in their hands as Receiver, and the proceeds of all collections of Bills Receivable to the end that distribution thereof may be made by this Court to the parties entitled thereto after the payment of such debts

as may be found to be due by the Receivers for purchases made by them and for such costs and expenses as have been lawfully incurred in the conduct of this cause.

And the said David O. Parlett and the said John Basil, Executor of Joseph S. W. Basil, are hereby ordered and directed to report to this Court on or before the 15th day of April next whatever agreement they are able to come to, if any, in reference to the adjustment of the accounts and cross-accounts between the said David O. Parlett and Joseph S. W. Basil deceased in the matter of the partnership heretofore conducted by the said Basil and Parlett.

And the Receivers are hereby directed to give notice to the creditors of the said Basil and Parlett and of Frank H. Stockett and James W. Munroe Receivers of Basil and Parlett to file their claims duly probated with the Clerk of the Circuit Court for Anne Arundel County within thirty days from the advertised day of the sale of the property as herein directed

Jas Revell

We hereby agree to the passage of the foregoing order March 28-1903.

Frank H. Stockett
for David O. Parlett vs Receivers

James W. Munroe
for John Basil Exr & for self as Receiver.

David O. Parlett,
vs.
Joseph S. W. Basil, et al

No. 2024 Equity
In the Circuit Court
for Anne Arundel County.

Report of Sale, Filed 11 May-1901.

To the Honorable, The Judges of said Court.

The Report of James W. Munroe and Frank H. Stockett, Receivers in this Case respectfully shows:

That pursuant to the order of this Honorable Court passed on the 29th day of March 1901 in the above entitled case, have previously given bond with approved security for the discharge of their duties as Receivers, and after having advertised the said property for sale in the Evening Capital a newspaper published daily in Annapolis for more than three weeks before the day of salegiving notice timely of the time, place, manner and terms of Sale and after having also given notice of said sale by handbills posted at the Court House door and at other places in the City of Annapolis, and also by advertisement in the Baltimore Sunland in the Baltimore American they did proceed on Tuesday the 30th day of April, 1901, to the premises where the property mentioned in the said proceedings and advertisements is located, and immediately after the sale of the real estate whereon the business was conducted the same being a part of the estate of Joseph S. W. Basil deceased, proceeded to offer at public sale the various properties mentioned in these

proceedings a particular inventory whereof taken pursuant to the order of this Court heretofore passed is herewith filed.

1st. Your Trustees sold to David O. Parlett all the stock of lumber, mill work, hardware carpenter's tools, paints oils, glass and builder's materials of every description as specified in the advertisement attached to the Auctioneer's certificate of sale herewith filed and mentioned and set out in the Inventory herewith filed for the sum of Six Thousand Three hundred and fifty dollars the said purchase being made for the account of the said David O. Parlett and Claudius R Parlett, trading as Parlett and Parlett," they being the highest bidders therefor, and the sale is accordingly reported to the said David O. Parlett and Claudius R. Parlett trading as Parlett and Parlett."

2nd. Your Trustees then sold to William M. Abbott at and for the sum of Seven hundred and eighty dollars, he being then and there the highest bidder therefor, a two story frame house and lot of ground belonging thereto situate on the North side of Conduit Street in Annapolis, Maryland, the said purchase being made for the account of J. Edward Abbott and the said sale is accordingly reported as made to the said J. Edward Abbott.

3rd. Your Trustees then sold the schooner Annetta Landon to William H Burgess for the sum of Two Hundred and Five Dollars, he being then and there the highest bidder therefor, which bid was made for the account of Charles W. Smith, and the said sale is accordingly reported to the said Charles W. Smith who has fully paid the purchase money for the same.

4th. Your Trustees further show that not having received any sufficient bid for the lots and houses on Compromise Street as described in Paragraphs 1 and 2 of the advertisement herewith filed they withdrew the same and announced that they would hold them at private sale. Your Receivers further show that there is a very large amount of money due from book accounts to Your Receivers for debts contracted by customers to them in the course of their conduct of the lumber business of Basil and Parlett most of which, if not all, they believe to be good and collectible, and that there is a very small indebtedness due by your Receivers for purchase of stock in the business conducted by them. That it is very advisable for many reasons that these sales should be ratified without delay in order that the estate may be settled up and in order that the purchasers may obtain full control and possession of the business in order that they may carry it on without hindrance or delay. Your Receivers are advised that the purchasers are ready to pay cash for the property and they show that all the parties interested consent to the immediate ratification of the within reported sales as by their consent hereon endorsed, and they respectfully pray the Court to ratify the said sales without the publication of an order nisi, the same being unnecessary for the protection of

the rights of any persons connined in the matter. All of which is respectfully submitted.

James Wm. Bunnor Receivr
Frank H. Stockett

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this 11th day of May in the year Nineteen hundred and one before me the subscriber, a deputy clerk of the Circuit Court for Anne Arundel County personally appeared James Wm. Bunnor and Frank H. Stockett, Receivrs in the above entitled case and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated to the best of their knowledge and belief and that said sale was fairly made

Wm H. Woodward
Deputy Clerk of Circuit Court for Anne Arundel County.

We hereby assent to the immediate ratification of the within reported Sales.
Wm. Wm. Abbott atty
Jas. E. Abbott

James Wm. Abbott Receivr
Frank H. Stockett
David O. Parlett,
Clemains R. Parlett
trading as Parlett and Parlett
James Wm. Bunnor,
Atty for John Basil Ex. of
Johnella G. Wm Basil
Frank H. Stockett Sol. for Parlett & Parlett

Order May-15th 1901.

Ordered by the Circuit Court for Anne Arundel County in Equity, this 15th day of May, 1901, all parties in interest having consented thereto in writing thereon endorsed that the ~~writing~~ within reported sales made by James Wm. Bunnor and Frank H. Stockett Receivrs be and they are hereby finally ratified and confirmed. The Receivrs are allowed the commissions provided in the order of their appointment and such proper expenses as they shall produce vouchers for to the Auditor.

J. Thomas Jones.

In the Case of
The Receivership of the
partnership of Joseph
S. & W. Basie & D. O. Parlett

In the Circuit Court
for
Anne Arundel
County.

Auditor's Report & Account Filed 21st November 1901.

To The Honorable the Judge of said Court.

The Auditor Reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account in which the Receivers' Costs Commissions, costs and expenses are first allowed and the balance is divided in conformity to order of Court heretofore passed.

All of which is respectfully submitted.

James W. Avirs,
Auditor.

Dr.	The Partnership of Jos S. & W. Basie & D. Parlett in account with Frank H. Stockett & Jas. H. Kinnier Receivers					1901		Cr.		
1901 July 6	To Receivers for Commissions			$250	05	July 6	By proceeds sale of Lot on Conduit St	$780	00	
" "	" " " for other expenses viz:						By proceeds sale of			
" "	" Advertising Evening Capitol	$ 35	00				Schooner	205	00	
" "	" " " Balto. Sun	34	49				By " " Stake in trade	$6350	00	$7335 00
" "	" Auctioneer (Julian Brewer)	20	00	$ 89	49					
" "	" To Receivers for Court Costs viz:									
" "	" Plaintiffs Solicitor	10	00							
" "	" Defendants "	10	00							
" "	" Clerk Circuit Court	10	65							
" "	" Sheriff A. A. Co. (Revell)	2	35							
" "	" Register of Wills (Palmer)		50							
" "	" Auditor	9	00	42	50					
" "	" Balance $6,952.96									
	Distribution as follows									
" "	" To David O. Parlett ½			$3476	48					
" "	" John Basie Executor			3476	48					
				$7335	00					$7335 00

We hereby agree to the immediate ratification of this report and account
James M. Tumor
Frank H. Stockett
Recvrs
Jos. L. M. Basil & Parlett

Frank H. Stockett,
Solicitor for David O. Parlett
James M. Tumor, Soler for John Basil Exr
and soler for certain devisees of J. M. Basil
and J. B. H. Corkran trustee of J. S. M. Basil Jr.
Jas. R. Brashears Soler for Lula Beaton
Ella Basil & Frances M. Basil.

Final Order. 23rd Nov. 1901.
In the Circuit Court for
Anne Arundel County.

Ordered by the Court, this day 23rd of November 1901, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Receivers apply the proceeds accordingly with a due proportion of interest, as the same has been or may be received all parties interested in the distribution made by said account having agreed thereto in writing hereon endorsed.

Jas. Revell,
Associate Judge.

David O. Parlett
vs.
J. S. M. Basil et al

No. 2024 Equity
In the Circuit Court
for Anne Arundel County.

Report of Sale of Lots & Improvements
on Compromise Street, Filed 28 June 1902.

To the Honorable, the Judges of said Court.
The Report of James M. Tumor and Frank H. Stockett, Receivers in the above entitled case respectfully shows:
First. That as stated in their Report of sale filed in this case on the 11th day of May, 1901, they did not receive any sufficient bid for the lots and houses on Compromise Street described in the advertisement of sale filed with the said Report, but they withdrew the same and announced that they would hold them at private sale, and they now report that they have sold the same at private sale to David O. Parlett and Leander R. Parlett, trading as Parlett and Parlett at and for the sum of Twelve Hundred Dollars, the said property being described as follows:
A. All that lot of ground situate on the Southwest side of Compromise Street, Annapolis, fronting on said Street about 47½ feet with a depth of about 81 feet improved by a 2½ story brick warehouse being the same lot which was conveyed by Frank H. Stockett and J. West Randall, Trustees to J. S. M. Basil and Parlett.

by deed dated May 28th, 1887, and recorded among the Land Records of Anne Arundel County.

B. All that lot of ground adjoining the lot above described fronting on Compromise Street 13 feet with a depth of 83 feet and with the right to the use of a four foot alley lying on the Northwest side of the same being the same property which was conveyed to Basie and Parlett by James Revell and John Ireland, Trustees by deed dated the 19th day of January 1891.

Upon seeing any chance of getting a better price for the property and it being desirable to close up the estate without further delay and to avoid the accumulation of further taxes, interest and costs the Receivers herewith report the sale above mentioned.

The terms of the above reported sale are as prescribed by the decree And as in duty &c.

James M. Timmons
Frank H. Stockett Receivers

State of Maryland,
Anne Arundel County, to wit:

I Hereby certify that on this 28th day of June in the year nineteen hundred and two, before me the Subscriber, Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Frank H. Stockett and James M. Timmons, Receivers of Joseph S. M. Basie and Parlett and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true as therein stated to the best of their knowledge and belief and that said sale was fairly made.

Wm M. Woodward
Deputy Clerk.

We hereby approve of the aforegoing sale and consent to the immediate ratification thereof.

Parlett and Parlett
Frank H. Stockett Sol. for Parlett & Parlett.
John Basie,
Edgar Basie
Margaret B. Hall
Frances M. Basie
Lelia Basie
Lula B. Clayton
Benjamin Coleman
Guitte of J. S. M. Basie Jr.,
per James M. Timmons for Sole.
Timmons & Stockett Receivers

Basil
vs
Parlett

No. 2024 Equity
In the Circuit Court
for Anne Arundel County.

Order of Final Ratification of Sale July 12th 1902.

Ordered by the Circuit Court for Anne Arundel County in Equity, this 12th day of July 1902, upon the assent of all parties in writing hereto, hereby that the within reported sale be and the same is hereby finally ratified and confirmed no cause to the contrary thereof appearing to the Court and all parties in interest having assented thereto in writing.

The Receiver is allowed the Commissions provided by the Rule heretofore passed in this case and such expenses as they shall produce vouchers for to the Auditor, to whom this case is now referred to state an account

Jas. Revell

In the Case of
Daniel O. Parlett
vs.
Jos. S. & Eli. Basil et al

In the
Circuit Court
for
Anne Arundel County.

Auditors Report and Account - Filed 1st August 1902.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within Receivers account wherein cost and commissions are first allowed and the balance is distributed in equal shares to the parties to the suit according to their respective rights

All of which is respectfully submitted.

James A. Avirs
Auditor

Dr

The Partnership of J S & W Basil & D. O. Parlett in ac with

Cr.

1901					1901				
May 11th	To Recivrs for Commissions				May 11th	By proceeds sale of			
	on $1200	$ 66	00			real estate as per re-			
	" " " " on $1.40 @ 5%	4	07	$ 70	07	port filed	$1200		
	" " " for Court Costs viz:					By interest to June 26 1902			
	" Clerk Circuit Court	$ 16	75			13 mos. 17 days	81	40	1281 40
	Auditor	4	50	21	25				
	" Balance $1190 08 distributed as follows viz:								
	" David O. Parlett ½			$ 595	04				
	" John Basil Eyton ½			595	04				
				1281	40			$	1281 40

Dec. 22-1903 Order Ratifying Auditor's Report & Account

The within report and account filed 1st August 1902, having been this 22nd day of December 1903, submitted to me, it is ordered that the same be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been & may be received

Jas Revell

David O. Parlett
vs.
Joseph S. W. Basil

No. 2024 Equity
In the Circuit Court
for Anne Arundel County.

Agreement for ratification of Auditors Account
and settlement of all disputes. Filed 23rd Nov. 1903.

Whereas the partnership heretofore existing between Joseph S. W. Basil and David O. Parlett under the name of Joseph S. W. Basil and Parlett, existed from 1873 to 1898 without any adjustment of the accounts of the partners or without any settlement of any kind of the partners with each other during the said period of twenty-five years.
And whereas the affairs of the said partnership have been in the hands of Frank H. Stockett and James W. Munnor, Receivers for the period of five years. And whereas various contentions and counter claims exist between the estate of the said Joseph S. W. Basil, deceased and the said Parlett and divers account have been made and Reports and Accounts prepard by the Auditor of the Circuit Court for Anne Arundel County by one of which accounts and reports it appears that David O. Parlett is indebted to the estate of said Joseph S. W. Basil in the sum of Three Thousand One Hundred and eighty dollars and thirty-seven cents (3180.37) and by another of said accounts it appears that said Parlett is indebted to the estate of the said Basil in the sum of nine Hundred and fifty-two dollars and eighty cents, and by another of said accounts it appears that the said Basil is indebted to the said Parlett in the sum of Three Thousand Eight Hundred and forty seven dollars and ninety-two cents. And whereas it is the desire and intention of the parties hereto that all controversy over the said partnership accounts shall be compromised and settled. And whereas there is in the hands of the said Munnor and Stockett, Receivers the sum of Five Thousand Three Hundred and Forty-six dollars and sixty-six cents. And whereas there is due to the said Receivers from the said David O. Parlett for the balance of purchase money of certain real estate in the City of Annapolis on Compromise Street the sum of ($1190.08.) One Thousand One Hundred and ninety dollars and eight cents of which the estate of the said Basil is to receive the sum of Four Hundred and ninety-five dollars and four cents with interest thereon from the 28th day of June, 1902. Now, Therefore the undersigned do hereby agree to settle all disputed accounts between the estate of the said Joseph S. W. Basil and the said David O. Parlett in this case and upon all other accounts as follows.

1st. The said sum of Five Thousand Three Hundred and forty-six dollars and sixty-six cents is to be divided into two equal parts to each the one-half is to be awarded. Two Thousand Six Hundred and seventy-three dollars and thirty-three cents

to the estate of Joseph S. W. Basie and the like sum of Two Thousand six Hundred and seventy-three dollars and thirty three cents is to be awarded to David O. Paulett, Out of the said sum so awarded to the said Paulett the said Paulett is to pay to the estate of Joseph S. W. Basie the sum of three Hundred and fifty-two dollars and eight cents, and is also to pay to the estate of the said Joseph S. W. Basie the sum of Five Hundred and ninety-five dollars and four cents with interest from the 11th day of May 1901.

2nd Each party is to pay his respective share of the costs and expenses of these proceedings not already settled for.

3rd Any future receipts from bills receivable now in the hands of the said receivers or from any other source to be equally divided between the said Paulett and the estate of the said Joseph S. W. Basie after deducting any costs or expenses incident to the collection thereof.

4th Upon the settlement of the said partnership estate in the manner hereinbefore set out we and each of us do hereby agree to execute mutual releases and releases, each to the other, releasing and releasing as between the said Receivers and also as between the said David O. Paulett and the estate of the said Joseph S. W. Basie for all claims and demands for and on account of the assets of the said partnership saving and reserving as hereinbefore set out our respective rights to any future receipts by the said Receivers.

Witness our hands and seals.
For signature of B. W. Cokran, Jr. Trustee of J. S. W. Basie, Jr. see duplicate of this paper & order of Court filed in 2128 Eq. Trust Estate of Joseph S. W. Basie Jr. vs C. & O. A. A. Co.

D. O. Paulett (Seal)
John Basie Executor (Seal)
John Basie (Seal)
Edgar Basie (Seal)
Lydgard B. Hall (Seal)
L. B. Clayton (Seal)
Ella Basie (Seal)
Frances W. Basie (Seal)

David O. Paulett
vs
Jos. S. W. Basie

No. 2024 Equity
In the Circuit Court
for Anne Arundel Co.

Pursuant to the agreement of the executor and heirs-at-law of Joseph S. W. Basie and the trustee of Jos. S. W. Basie, Jr., and David O. Paulett, which agreements are filed in the above entitled case and in No. 2128 Equity, the undersigned, attorneys for the respective parties, do hereby agree to the ratification of Auditor's account entitled "Balance sheet Bill this case, showing David O. Paulett to be indebted to Jos. S. W. Basie's estate in the sum of $952.08, and do also hereby agree to the ratification of Auditor's account filed in this case on the first of August, 1902, distributing the proceeds of sale of the Compromise Street property sold on the 11th of May for the sum of $1208

Frank H. Stockett
Sol. for David O. Parlett
James M. Munnor
Solr for John Basie, Exr
and for the children & heirs
at law of Joseph S. M. Basie
& B. W. Corkran, Trustee of Joseph S. M.
Basie.

David O. Parlett
vs.
J. S. M. Basie et al

No. 3024 Equity
Equity - In the Circuit Court
for Anne Arundel County.

Auditor's Report & Account - Filed 23 Nov. 1903.

To the Honorable the Judges of said Court

The Auditor begs leave to state to the Court, that in pursuance of its order referring the above entitled cause to the auditor to state an account between the partners: at the request of the respective solicitors took such testimony as they desired which is herewith filed marked "Testimony"

In order to facilitate the work of the Court the Auditor will state the facts of the case as they presented themselves to him and also state the contentions of the respective solicitors

The facts of the case, as presented by the testimony, and the books and exhibits filed are as follows:

In 1873, Jos. S. M. Basie & David O. Parlett entered into a verbal partnership, which, about two years thereafter, was reduced to writing and which agreement is filed herein, and is referred to by the auditor only in so far as is necessary to show, some conclusions, reached by him.

It may be said that the practical lumber business was to be managed by Parlett and the finances by Basie: And it is claimed by Parlett that he was under the verbal agreement to receive a salary in consideration of the fact that he remained at the lumber yard and gave his undivided attention to it, and to no other business: while Basie carried on another business and gave only so much of his time to the partnership business, as was required to finance it and to buy the stock necessary therefor.

This provision however does not appear in the written contract therefore under the provisions of Section 2 of Article 35 of the Code of Public General Laws, the Auditor has no right to regard it although Parlett was called as a witness for the deceased. The second clause of the Contract provides that if J. S. M. Basie shall advance any capital to the firm he should receive interest thereon, As a matter of fact, from the beginning to the end of the partnership it had no capital except what it earned, J. S. M. Basie kept the Bank and Checks Books, which that he kept a Borrow & Loan account, sometimes

(very rarely) leaving and at others borrowing from the firm and in instances of this kind it appears when the loans were returned by the firm to Basie except in cases of very short loans interest was added to the checks returning the loan though no interest appears to have been paid the firm on loans.
The Fourth clause of the agreement provided for an annual settling of the books and accounts between the partners, but as a matter of fact, from the beginning to the end of the partnership no such settlement was ever made. Pollett in his testimony said he had fixed the books for settlements on several occasions, but owing to the facts of the Basie constant and engrossing engagements, he was never able to get his assistance, and attention long enough to make a settlement. The books bear out the statement of Pollett that he had prepared them for settlement. The eighth clause of the said agreement provides that "if at the end of any year a balance of profit shall be due either partner if he left it in the firm he should be entitled to interest thereon. There having as before said been no annual settlement and a Borrow & Loan account running all the time, there is no basis for a calculation of interest.
As far as appears by the Books themselves, no Profits & Loss account has ever been stated, nor has either a Trial Balance or Balance Sheet ever been struck. The General books of the firm were kept at the firms office, and the Bank and check Books, were kept at the office of J.S. M. Basie; all the cash collected by Pollett being turned over, from time to time, by him to Basie
The Auditor has stated so much in explanation for the purposes of the Court and he begs leave to state that his duties under the Order of Court have been more in the nature of an accountant, stating a long running account between partners, than as an Auditor, distributing a fund.
The Ledger, Cash books, bank books & check-books of Basie & Pollett and the bank Books, and check-books of J.S. M. Basie, as far as accounted for have been before the Auditor and from them he has stated two (2) Profit and Loss Accounts and Balance Sheets which he has marked respectively "Balance Sheet" and "Balance Sheet B." The former represents the contention of J.S.M. Basie's estate and the latter that of David O. Pollett.
As he found before stated no profit & loss account having been stated, and as the assets of the firm had as of the 18th of January 1898, been placed in the hands of Receivers, whose reports, in these proceedings filed, show the debts of the firm are liquidated and a surplus on hand, the Auditor had only to deal with the business from April 1873 to Jan. 8th 1898. He has therefore together with Messrs John Basie & David O. Pollett checked up the accounts of the partners and adding them together has made the amounts drawn by them thus added together the basis of a Profit & Loss Account; and dividing this amount by two, on a balance sheet has distributed it equally to the partners, the excesses over

and above one half drawn by either partner being made a charge against him and a corresponding credit to the other partner "Balance Sheet A" is stated on this basis.

The Solicitor for David O. Parlett has filed in the proceedings two Exhibits viz: "Exhibit D. O. P. No. 1" & Exhibit D. O. P. No. 2."

The former represents the purchases of Materials bought by Jos. S. Th. Basie from the firm during its existence, and the ~~said~~ second similarly represents the purchases of David O. Parlett.

In the first column of figures in these respective accounts, the goods purchased are charged at cost price, without any addition for expenses or profits, that having been the price at which they were charged on the books of the firm.

In the second column the expenses costs &c. are added. During the existence of the partnership Basie bought goods to the amount of $21,000 and Parlett to the amount of $2160 The Solicitor for Parlett claims that the firm is entitled to charge the partners profits on their purchases, and on this contention "Balance Sheet B" is stated. Wherein these additions are made as a part of the profits of the firm, and a division is made among the partners in the same manner as in "Balance Sheet A."

The Auditor also files herewith Exhibits C. D. & E. Exhibit C. & D. show the amounts of indebtedness of the respective partners to the firm as of the end of each year during the partnership.

Exhibit E. makes a comparison of the said amounts as of the current year.

The courts attention is called to the fact that in Exhibits C. & D. cash drawn by the partners at sundry times is added in lump sum to these accounts at the end of the Ledger account or account current as shown by the Ledger. The explanation of which is that these cash items were all entered after the Receivership, from the Bank Books and check stubs which had been in the possession of Joseph S. Th. Basie and not at the office of the firm. The charges to D. O. Parlett were in regular order but in the account of Jos S. Th. Basie there was a continual change. At one time he was a borrower, at another a lender, at other times he charged himself with loans from the firm which he did not return, yet these loans all went as a charge against his account with the firm and are here properly accounted for. The Auditor in view of the fact that the differences in the accounts are purely questions of law submits the two Balance Sheets without comment.

The Auditor has examined 4 Ledgers of over 700 pages each a number of Cash books, 8 Bank Books, and about 25 Check Books. To make a more exact account would require 2 months uninterrupted work.

All of which is respectfully submitted

James W. Avery
Auditor

Supplementary Report of Auditor to the above report and the exhibits therein mentioned. At the request of the solicitor for D. O. Parlett the Auditor took the testimony of Henry B. Myers & Daniel P. Thompson as herein filed, it having been agreed at the first taking of testimony, that either party should introduce further testimony if desired.

In the preceding report mention is made of the fact that D. O. Parlett had been called as a witness for the solicitor for the Bane estate

In this testimony he stated there was a verbal arangement that he should in consideration of giving his entire time and attention to the business recive a salary. By the introduction of Thomson & Myers the Solicitor for Parlett, claiming this salary, proved by these two witnesses their opinion of a reasonable salary. The consensus of opinion of the two was that Parlett was entitled to a salary of $800 a year for 6 years, total $4800.

As the business should have to pay this Parlett's share not share would be $2400 00. In order to show this the Auditor has summonized Balance Sheet B, and filed it as Account D. O. P." By Balance Sheet B. it is shown that David O. Parlett had overdrawn his share in the business in the amount of $952 08 deducting this from the $2400 claimed as salary leaves a balance in his favor of $3847 22 while the Auditor submits without further comment except to say that he is informed by the Receiver that all debts of the firm have been paid, and there is a sufficient balance in their hands to settle with the partners on the basis of any or all of the accounts filed.

Respy &c.

Jas. W. Avers, Auditor

	J.S. th Basie & Parlett In a/c. with Profit & Loss.				
	To profits as shown by Account "A" viz:		£	74 965	78
	To this amount due by J.S. th. Basie as per exhibit D.O.P. No.1-			4916	51
	To this amount due by D.O. Parlett as per Exhibit D.O.P. No.2-			459	94
	By D.O. Parletts share ½				£ 40171 12
	" J.S. th. Basie " "				40171 11
				80342 23	80342 23

Balance Sheet

David O. Parlett	Dr.		
To this amt drawn by him		40663	26
" " " owing by "		459	94
From which deduct his share supra		41123	20
		40171	12
Showing amount overdrawn		£ 952	08

Jos. S th Basie	Dr.		
To this amount drawn by him		34302	53
" " " owing " "		4916	51
To this amount to be paid by D.O. Parlett		952	08
		£ 40171	11

Summary of Balance Sheet B. with addition of Salary claimed by David O. Parlett

David O. Parlett

In a/c with J.S. th. Basie & Parlett Cr

To amount overdrawn as per Balance sheet B.	952	08
By amount of salary claimed		£ 4800 00
To Balance	£ 3847	92
	£ 4800 00	£ 4800 00
By Balance due.		£ 3847 92

David O. Parlett
vs
Jos. S. W. Basie

No. 2024 Equity
In the Circuit Court
for Anne Arundel Co.

Order of Court, Dec. 18th 1903 Ratifying Auditors Account designated as "Balance Sheet B" as agreed in writing by all parties in interest, & rejecting all other accounts filed 23rd Nov. 1903.

Upon the agreement of all the parties in interest, to wit, David O. Parlett plaintiff, John Basie, Executor of Jos. S. W. Basie deceased defendant, the children of the said Jos. S. W. Basie, the same being his devisees under the last will and testament, and Benjamin W. Workman Jr., trustee of Jos. S. W. Basie Jr., one of the children of the said Jos. S. W. Basie, deceased, and of the Solicitors of the respective parties in writing filed in this cause, it is ordered this Eighteenth December 1903, by the Circuit Court for Anne Arundel County in Equity, that the report and account of the Auditor filed in this cause and designated as "Balance Sheet B," be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof appearing to this Court and none being shown by the parties, but all the parties assenting thereto as hereinbefore stated, and it is further ordered that all the other accounts of the Auditor filed in this cause, on the 23rd day of November 1903 be and the same are hereby rejected and set aside, and the said receivers James W. Chandler and Frank H. Stobbett, be and they are hereby authorized and directed to apply the proceeds which have come into their hands in accordance with said account designated "Balance Sheet B," and that any further proceeds of the estate of the said Basie and Parlett which may hereafter come into their hands, the said receivers are hereby ordered and directed to make report to this Court.

Jas. Revell Associate
Judge 5th Judicial Circuit of Maryland

Release. Filed 23 Nov. 1903.

This Release made this day of October in the year nineteen hundred and three by David O. Parlett of Annapolis, Maryland, of the first part, John Basie, executor of Joseph S. W. Basie late of Annapolis, Maryland, deceased, of the second part, John Basie, Edgar Basie, Margaret B. Hall, Lula B. Clayton, Ella Basie, and Frances W. Basie, all of Annapolis Maryland of the third part, B. W. Workman trustee of Jos. S. W. Basie, Jr., of Baltimore Maryland, of the fourth part Witnesseth:

That for and in consideration of the receipt of $2673.33 paid by Frank H. Stobbett and James W. Chandler, receivers of the firm of Jos. S. W. Basie and Parlett, to John Basie, executor of Jos. S. W. Basie, to be by him accounted for and distributed to the heirs & lineage of the said Jos. S. W. Basie, deceased, viz. John, Edgar, Margaret Lula, Ella, and Fran-

ver aforesaid and the aforesaid B. W. Corkran, trustee of Jos. S. Th. Basie Jr., and in consideration of the payment of a like sum by the said receivers to the said David O. Parlett, like the sum of $595.04. with interest thereon from the 28th day of June, 1902, deducted by the said receivers out of the said amount due the said Parlett and to be paid over by the said receivers to the said John Basie, Executor of Jos S. Th. Basie for the share of the said Jos. S. Th. Basie in the proceeds of the sale of the Compromise Street property, Annapolis, Maryland, to be in like manner accounted for and paid over by the said John Basie, executor, to the heirs-at-law of the said Jos. S. Th. Basie, and less the further sum of $952.08, to be also deducted by the said receivers out of the aforesaid sum due to the said David O. Parlett, and to be paid over by the said receivers to the said John Basie, No. 2024 Equity And in the case of the trust estate of Jos. S. Th. Basie, Jr., No. 2128 Equity in the Circuit Court for Anne Arundel County, we and each of us do hereby release and acquit the said Frank H. Stoklett and James Th. Tumbo, receivers, their heirs, executors, administrators, assigns, and securities from all claims and demands for and on account of the payment to us and each of us of all our share in the assets and proceeds of the sale of the property belonging to the firm of Jos. S. Th. Basie and David O. Parlett, heretofore conducting the lumber business at Annapolis, Maryland, hereby confessing ourselves and each of us to be fully satisfied, contented, and paid, excepting nevertheless the liability of the said Tumbo and Stoklett, receivers, to account for any future receipts or assets coming into their hands in conformity to the agreement as to the settlement of said case of Parlett vs Basie No. 2024 Equity in the Circuit Court for Anne Arundel County, and in like manner the said David O. Parlett doth hereby release acquit, exonerate and discharge John Basie, executor of Jos. S. Th. Basie, and the aforesaid children and heirs-at-law of the said Jos. S. Th. Basie, from all liability to account to him and from all claims and demands of all kinds whatsoever, and the said John Basie, executor of Jos. S. Th. Basie, aforesaid, and the said children and heirs-at-law of the said Jos. S. Th. Basie, do hereby exonerate, acquit and discharge the said David O. Parlett from all liability to account to them and from all claims and demands whatsoever, saving and reserving nevertheless to the said children of the said Jos. S. Th. Basie, their claim against the said John Basie, executor of Jos. S. Th. Basie to account to them in due course of administration for the aforesaid receipts by him from said Tumbo and Stoklett, receivers as aforesaid.

David O. Parlett (Seal)
Margaret B. Hall (Seal)
Edgar Basie (Seal)

John Basie Extr (Seal)
of Jos. S. Th. Basie (Seal)
John Basie (Seal)
Frances Th. Basie (Seal)
Lelia Basie (Seal)
Lula B. Clayton (Seal)

Release - Filed 23-Nov. 1903.

Know all men by these presents, That I, Benjamin W. Corkran of the City of Baltimore, State of Maryland, trustee of Joseph S. W. Basil Jr., formerly of Annapolis Maryland, do hereby acknowledge to have received from John Basil, Executor of Joseph S. W. Basil, Sr., deceased, the sum of $626.12 in full payment of the share of the said Joseph S. W. Basil, Jr. in the estate of his said father, Joseph S. W. Basil, Sr., as per the account of the said John Basil, Executor, filed in the Orphans Court of Anne Arundel County, in consideration whereof I do hereby, remise, release, and acquit the said John Basil, his heirs, administrators, executors, and assigns from all claims and demands for and on account of the ~~account~~ payment of the aforesaid sum of $626.12, and this release is executed pursuant to an agreement of the said John Basil, Executor and David O. Parlett for the settlement of the partnership affairs of the firm of Joseph S. W. Basil and Parlett, and pursuant to the authority of the Circuit Court for Anne Arundel County in Equity, authorizing me, the said Benjamin W. Corkran as trustee of the said Joseph S. W. Basil, Jr., to unite in the said agreement and to give this release.

Witness my hand and seal this Nineteenth day of November in the year nineteen hundred and three

Test:
Philip R. Sullivan

Benj. W. Corkran Jr. Seal
Trustee

State of Maryland,
Baltimore City, To wit:

I hereby certify that on this Nineteenth day of November in the year 1903, before me the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Benjamin W. Corkran, trustee as aforesaid, and acknowledged the aforegoing release to be his act and deed.

Witness my hand and notarial seal

Notary Seal

Philip R. Sullivan
Notary Public

Note.

$626 17/100

Baltimore Md. November 19/1903.

At sight pay to the order of The National Mariner Bank Six hundred & twenty-six 12/100 Dollars Value received and charge the same to account of

Benj. W. Corkran Jr.
Trustee

To James W. Munro
Atty at Law)
Annapolis,
Md

In the matter of the Trust Estate of the Severn Glass Works Company of Anne Arundel County, Maryland } No 2389 Equity In the Circuit Court for Anne Arundel County.

Deed of Trust Filed 9th Dec 1861.

This Deed made this Fifth day of December in the year eighteen hundred and one by the Severn Glass Works Company of Anne Arundel County Maryland a body corporate of the first part and Nicholas H Green of Anne Arundel County in the State of Maryland of the second part Witnesseth:

Whereas the said Severn Glass Works Company of Anne Arundel County Maryland is indebted unto sundry and divers persons and firms in various sums of money, and desiring to protect all of its said creditors and pay off its said indebtedness the more equitably has resolved to execute these presents in order to have its assets and effects collected and faithfully applied to the payment of its said debts and to convey all its property and estate to the said Nicholas H Green in trust for the benefit of its creditors as hereinafter set forth.

Now therefore this Deed Witnesseth that in consideration of the premises and of the sum of One Dollar to the said the Severn Glass Works Company in hand paid by the said Nicholas H Green, the said the Severn Glass Works Company of Anne Arundel Company Maryland does, grant, convey, bargain and sell assign and transfer unto the said Nicholas H Green all and singular the real and personal estate, merchandise, books debts, books of account, bills receivable, promissory notes, contracts assets and demands and all other property of the said the Severn Glass Works Company of Anne Arundel County Maryland

And the said the Severn Glass Works Company of Anne Arundel County Maryland does hereby grant and convey unto the said Nicholas H Green All those two lots pieces or parcels of ground situate in the Second Election District of Anne Arundel County aforesaid and located in the Village of Eastport designated on the Plat of Horn Point now Eastport made by John Duvall Esquire Surveyor on the thirtieth day of September in the year Eighteen hundred and sixty eight as Lots number two hundred and forty-four and one hundred and twenty-five which were conveyed to said party of the first part by Louis H Rehn by deed dated on the fifth day of August in the year eighteen hundred and ninety-seven and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 1. folio 294c, subject nevertheless to a mortgage from said party of the first part to Samuel R. Frazier et al dated on the twenty-fourth day of August in the year nineteen hundred and recorded among said Land Records in Liber G.W. No. 18 folio 265 &c.

Together with the buildings and improvements thereupon erected made

or being and all and every the rights, roads ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining

To Have and To Hold the above granted and assigned property and effects unto the said Nicholas H Green his successors and assigns in trust nevertheless for the uses and purposes following; that is to say:

First: To take possession of the said estate and property to sell dispose of, collect, recover and receive the said property, moneys and effects and generally to convert the same into money by the sale of so much as is salable, and the collection of so much as is collectible, such sale to be at either public or private sale and upon such notice, and at such place or places and upon such terms as the said Trustee may deem best, provided that no sale shall be made of the real estate until it appears that the other assets do not meet the liabilities, or until the consent of the said the Severn Glass Works Company of Anne Arundel County Maryland be first had and obtained.

After deducting the expenses of the execution of the trust hereby created, including a commission of ten per centum upon the trust fund to said Nicholas H Green for his services, then in trust to apply the said money and proceeds as follows: In the first place and after the payment of the costs and expenses above mentioned in full, then in trust to pay and discharge all the wages and salaries of the clerks, servants and employees of the said party of the first part contracted not more than three months anterior to the execution of this deed; and then, in trust, to apply the residue of the said moneys in payment of the several debts due to the creditors of the said the Severn Glass Works Company of Anne Arundel County Maryland pari passu and without any preference or priority of payment and after payment or satisfaction of such debts, costs, wages salaries and expenses, then in trust to pay the surplus (if any) unto the said the Severn Glass Works Company of Anne Arundel County, Maryland its successors or assigns and to recovery to the said the Severn Glass Works Company of Anne Arundel County Maryland, its successors or assigns this real estate (if any) unsold free, clear and discharged from the operation and effect of this deed.

And for the consideration and purposes aforesaid the said the Severn Glass Works Company of Anne Arundel County, Maryland does hereby make, constitute and appoint the said Nicholas H Green its attorney in his name or the name of the said Severn Glass Works Company of Anne Arundel County Maryland or otherwise to ask, demand, sue for, recover and receive of and from all and every person or persons, firms or corporations all the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belonging to the said the Severn Glass Works Company of Anne Arundel County, Maryland

and hereby granted and conveyed, and for all receipts and deliveries to make execute and acknowledge due acquittances; to liquidate all accounts relating to the premises and to collect all the the debts and sums of money hereby assigned, and to compound for any dubious debts: and further to do all other lawful acts required to be done in the premises as fully as the said the Severn Glass Works Company of Anne Arundel County Maryland might or could have done if these presents had not been executed And that the said Nicholas H Green shall be charged with his receipts, payments acts and wilful defaults only; and shall not be charged for any sums of money other than such as shall come to his hands, nor with any loss which may happen in the execution of the trusts aforesaid without his wilful default.

And the said the Severn Glass Works Company of Anne Arundel County Maryland does hereby constitute and appoint Samuel R. Frazier its true and lawful attorney in fact to acknowledge this deed as the act and deed of the Severn Glass Works Company of Anne Arundel County, Maryland.

In Testimony whereof witness the hand and seal of Thomas S. Kane the President of the Severn Glass Works Company of Anne Arundel County Maryland, and the corporate seal thereof attested by James W. Robinson its Secretary on the day and in the year first above written.

Witness:
J. Roland Brady

Corporate Seal

Thomas S. Kane Seal
President of the Severn Glass Works Company of Anne Arundel County, Maryland

Test:
James W. Robinson, Secretary.

State of Maryland,
Anne Arundel County, Sct:

I Hereby certify that on this Fifth day of December in the year nineteen hundred and one before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Samuel R. Frazier the Attorney in fact of the Severn Glass Works Company of Anne Arundel County Maryland constituted and appointed by the aforegoing instrument and acknowledged the aforegoing deed to be the act and deed of the Severn Glass Works Company of Anne Arundel County Maryland

Witness my hand and seal notarial.

Notary Seal

J. Roland Brady.
Notary Public

50 cts Int Rev Stamps

Bond - Filed & approved Dec 9 - 1901.

Know all men by these presents, That we Nicholas H Green of Anne Arundel County in the State of Maryland and the United States Fidelity and Guaranty Company a corporation organized and existing under the laws of Maryland are held and firmly bound

unto the State of Maryland in the full and just sum of Eight-Thousand Dollars currint money to be paid to the said State or its certain Attorney: to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs executors administrators successors and assigns jointly and severally, firmly by these presents, sealed with our seals and dated this seventh day of December in the year Nineteen hundred and one.

Whereas the Severn Glass Works Company of Anne Arundel County Maryland on the fifth day of December in the year 1901, executed a deed to the said Nicholas H. Green for the benefit of its creditors. And Whereas the said Nicholas H Green is willing to accept the trust created by said deed and to execute this bond in the penalty above named, which has been duly prescribed by the Clerk of the Circuit Court for Anne Arundel County in accordance with the Act of Assembly in such case made and provided.

Now the Condition of the above obligation is such, that if the said Nicholas H. Green shall well and faithfully perform the trust reposed in him by said deed, or that may be reposed in him by any order or decree of any Court of Equity having jurisdiction in the premises then the above obligation to be void otherwise to be and remain in full force and virtue in law:

Witness
Julian Brewer

Nicholas H. Green

Corporate Seal

The United States Fidelity and Guaranty Company
By Edw J. Pennington
2nd Vice President

Attest: H V. d. Johns
2nd Asst Secretary
C. A. B.

Petition for Order directing notice to be given to creditors and of Court thereon. Filed 9 December-1901.
(Marked not for record)

In the matter of the Trust Estate of The Severn Glass Works Company of Anne Arundel County } No 2389 Equity
In the Circuit Court
for Anne Arundel County.

Report of Sale - Filed 30th June-1902.

To the Honorable the Judges of the Circuit Court for Anne Arundel County in Equity.

The Report of Nicholas H Green Trustee under the Deed of Trust filed in the above entitled cause respectfully shows unto your Honors; that by virtue of said Deed of Trust it appearing that the other assets were not sufficient to meet the liabilities of the aforesaid Company including the mortgage on the real estate amounting to eighteen

hundred dollars, and by direction of the Stockholders of the Severn Glass Works Company of Anne Arundel County, Maryland at a meeting held on the 30th day of April, 1902, the proceedings whereof are herewith filed marked Exhibit H. H. G. Trustee No. 1, after having bonded as required and also having given notice of the time, place, manner and terms of sale by advertisement in the Evening Capital a daily paper published in the City of Annapolis Md. for more than thirty days, as appears by Exhibit H. H. G. Trustee No. 2. and in the Baltimore Sun a daily paper published in the City of Baltimore Md. for more than thirty days as appears by Exhibit H. H. G. Trustee No. 3, filed herewith: and in the Public Ledger a daily paper published in the City of Philadelphia, Pennsylvania as appears by Exhibit H. H. G. Trustee No. 4. filed herewith; and in the Commoner and Glassworker a paper published in the City of Pittsburgh Pennsylvania as appears by Exhibit H. H. G. Trustee No. 5, filed herewith, and handbills extensively circulated be attended at the Court House door in the City of Annapolis Md. on Thursday the twenty-sixth day of June in the year nineteen hundred and two and then and there at the hour of twelve O'clock M. in the presence of a large number of persons offered at public sale the real estate of said Company as set forth in said advertisement, to wit:

First: A Lot of ground described as Lot No. 244 on the plat of Eastport (Horn Point) lying on the South West side of Fifth Street for a distance of one two hundred feet and fronting on the harbor of Annapolis about eighty-two feet six inches:

Second: a lot of ground adjoining the above and extending to the north West side of Severn Avenue one hundred and sixty-four feet with a uniform width and frontage on Severn Avenue of eighty-two feet six inches and designated as Lot No. 125 on said plat, together with the buildings and improvements thereupon erected, and after considerable competitive bidding sold the same to Messrs H. A. Penrose and R. H. Pollock, represented by Hon. George C. Morrison, at and for the sum of Three Thousand five hundred and fifty dollars, they being at that price the highest bidder: of which sum your Trustee has received Four hundred dollars as deposit on the purchase money required on the day of sale, and files herewith certificate of Auctioneer and agreement of purchaser marked respectively Exhibit H. H. G. Trustee No. 6 and No. 7.

That the mortgage on the real estate held by Samuel R. Frazier, Charles Weiss, Addie A. Stites, James M. Smith and Frank W. Gross dated on the 24th day of August in the year 1900 and recorded among the Land Records of Anne Arundel County in Libre G. W. No. 18 folio 260 &c. and given to secure a loan of Eighteen hundred dollars, is filed herewith marked Exhibit H. H. G. Trustee No. 8, to be paid out of the purchase money of said property as above set forth.

In the judgment of Your Trustee the price obtained is a fair one, the sale was fairly made and he accordingly recommends the ratification thereof as made.

All of which is respectfully submitted

Nicholas H Green, Trustee

State of Maryland,
Anne Arundel County Sct.

I Hereby certify that on this 30th day of June in the year 1902, before me the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named Nicholas H Green, Trustee and made oath in due form of law that the matters and things set forth in the foregoing report of Sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made

Wm. W Woodward
Deputy, Clerk

Order Nisi 30th June, 1902.

Ordered this 30th day of June in the year 1902 that the sale made and reported by Nicholas H Green Trustee in the above entitled case be and the same will be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of July next Provided a copy of the order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 30th day July 1902.

The report states the property sold for $3550.00

Geo. Wells Clerk

Certificate of Pub. Order Nisi. Filed 31st July 1902.
Annapolis, Md. July 31st 1902.

We hereby certify, That the annexed advertisement, Order Nisi in the matter of the Trust Estate of Severn Glass Works Co, of Anne Arundel Co. Md. No. 2389 Equity was published in the Evening Capital a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md. once a week for 3 successive weeks before the 30th day of July the first insertion appearing on the 30th June 1902.

Wm. H. Abbott
Publisher

Order 31st July 1902.

Ordered this 31st day of July 1902 by the Circuit Court for Anne Arundel County in Equity that the sale within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice appears to have been given as directed by the preceding order, the Trustee is allowed the commissions provided by the Deed of Trust and such expenses as he shall produce vouchers for to the Auditor of this Court to whom these proceedings are referred to state an account.

Jas. Revell

In the matter of the sale of the mortgaged realestate of John T. Bishop and Helen V. Bishop } No 1362 Equity. In the Circuit Court for Anne Arundel County.

Assignment of Mortgage - Filed 18th Jany - 1889.

This Mortgage, made this the thirtieth day of December in the year one thousand eight hundred and eighty-five by John T. Bishop and Helen V. Bishop his wife both of Anne Arundel County in the State of Maryland of the first part, and the Annapolis Savings Institution of said State and County of the second part:

Whereas, the said Annapolis Savings Institution has this day discounted the note of the said John T. Bishop of even date herewith, for the sum of Three Hundred and fifty dollars, which note the said John T. Bishop has passed to said Annapolis Savings Institution payable six months after date and Whereas the said party of the first part desire to secure the payment of said note and also each and every renewal of said note either for the part or for the whole or any and all substitutes therefor which from time to time may be given, they have agreed to execute this Mortgage, the same being a condition precedent to the discounting of said note.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One dollar, the said John T. Bishop and Helen V. Bishop his wife do grant unto the said Annapolis Savings Institution it, its successors and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in the City of Annapolis County aforesaid and described as follows, to wit:

First - All those lots or parcels of land fronting in part on the South West side of South Street extended in the City of Annapolis and extending back Westerly therefrom in a large irregular lot now improved with a frame Stable Carriage House - Shed Dwelling and other buildings, being the same lot or lots and premises conveyed to the said John T. Bishop by deed from James H. Hodges and wife dated May 1st 1879 and recorded in J. H. No. 14 - folio 190 &c. Land Records of A. A. County, and embracing all the lots and real estate of the said John T. Bishop West and South West of said South Street extended.

Second: All that lot and premises situated on the North side of Clay Street extended in the City of Annapolis, said lot fronting sixteen feet on North side of Clay Street and extending back at right angles thereto some sixty feet improved by a frame dwelling being the same lot and premises sold to the said John T. Bishop by deed from Arabella Wilson and Spedden V. Wilson her husband dated June 28 - 1877, and recorded in J. H. No. 11 - folio 392 &c. Land Records of A. A. County.

Together with the buildings and improvements thereupon, and the rights

roads ways, waters, privileges, appurtenances and advantages, thereto, belonging, or in anywise appertaining.
To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Annapolis Savings Institution its successors and assigns forever.
Provided that if the said John T. Bishop his heirs, executors, administrators or assigns, shall pay the said note when the same shall become due and each and every renewal of the same either for the part or for the whole or substitutes therefor when they shall fall due, 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 John T. Bishop shall possess, the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property and on the mortgage debt and interest hereby intended to be secured: which taxes assessments, public dues, charges mortgage debt and interest, the said John T. Bishop, for himself his heirs, executors, administrators and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt shall be deemed due and demandable: and it shall be lawful for the said Annapolis Savings Institution its Successors and assigns or James H. Hodges 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 Anne Arundel County, 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 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 whether the same shall have then matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor his personal representatives or assigns or to whoever may be entitled to the same.
And the said John T. Bishop for himself his executors, administrators, and assigns, does further covenant to insure, and keeping

the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least Five Hundred dollars, and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire, to inure to the benefit of the said Annapolis Savings Institution to the extent of the sum of claim hereunder.

Witness the hands and seals of the said grantors

Test: D. Claude of A. } John T Bishop (Seal)
Mrs Helen V. Bishop (Seal)

State of Maryland.

Anne Arundel County, to wit:

I hereby certify, that on this the thirtieth day of December in the year one thousand eight hundred and eighty-five, before the subscriber, a justice of the peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared John T Bishop and Helen V. Bishop his wife, and acknowledged the foregoing Mortgage to be their act: And now at the same time, before me personally appeared also Eugene Worthington Secretary and Treasurer of the within named Annapolis Savings Institution and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth. And the said Eugene Worthington did further at the same time make oath in due form of law that he is the Secretary and Treasurer of the said Annapolis Savings Institution

D. Claude of A. J.P.

Assignment.

This Deed of Assignment made this 17th day of January in the year 1889 by the Annapolis Savings Institution, a body corporate, witnesseth That by these presents, it does assign unto James M. Munroe, trustee for said Savings, Institution, the said mortgage, together with the within promissory note of John T. Bishop of even date therewith for three hundred and fifty dollars. And the said Savings Institution does hereby appoint Eugene Worthington its agent and attorney to acknowledge this Deed Witness the hand of J. Harris Forbes, the President of said Savings Institution and the seal thereof } J. H. Forbes, Prest
Test: } President of the Annapolis Savings Institution

State of Maryland, Anne Arundel County, Sct.

Before me a justice of the Peace of the State of Maryland in and for Anne Arundel County, personally appeared Eugene Worthington this 17th day of January 1889 and as the agent of the Annapolis Savings Institution did acknowledge the foregoing Deed of Assignment to be the act of the said Institution, a body corporate.

W. H. Gassaway
J.P.

Note Filed with Mort.

#350 Annapolis, Dec 30-1885

Six months after date I promise to pay
to the order of The Annapolis Savings Institution
Three Hundred & fifty ~~~~~ Dollars
Value received, payable at its Banking House
Secured by mortgage on
real estate - Due John T. Bishop)
Witness J H Hodges

Bond Filed and Approved 31 Jany-1889

State of Maryland,
Anne Arundel Sct.

Know all men by these presents that we James M. Munroe and Edgar Powers, of Annapolis, Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Eight Hundred Dollars, current money, to be paid to the said State or its Attorney, to which payment well and truly to be made and done, we and each of us, bind ourselves, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly, by these presents, sealed with our seals, and dated this 31st day of January in the year 1889

Whereas by Deed of Mortgage dated on the thirtieth day of December 1885 John T. Bishop and Helen V. Bishop, his wife, did convey to the Annapolis Savings Institution certain real estate situate on North and Pleasants Streets in the City of Annapolis to secure the payments of Three Hundred and fifty dollars and the interest thereon desired as set forth in said mortgage, and the said mortgage on the seventeenth day of January 1889 was assigned to James M. Munroe, trustee for said Savings Institution, and whereas default has been made in the payment of said mortgage debt, and the said mortgage is thus in default and the whole debt and interest is due and demandable, and whereas in said mortgage is contained a clause authorizing the sale of the mortgaged property in case of default and James M. Munroe Trustee and Assignee is about to sell said property by virtue of the power of sale in said mortgage contained.

Now the condition of the above obligation is such that if the above bounden James M. Munroe shall abide by and fulfil any decree or order which shall be made by any Court of Equity in this State in relation to the said mortgaged property or the proceeds of the sale thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness } James M. Munroe (Seal)
E. Powers (Seal)

In the matter of the sale of the mortgaged Real Estate of John J. Bishop & wife } No. 1263 Equity In the Circuit Court for Anne Arundel County.

Trustee's Report of Sale, Filed 12th February 1889

To the Honorable, the Judges of the Circuit Court for Anne Arundel County in Equity.

The report of James M. Trumbo, trustee in the above entitled cause respectfully shows:

1. That said mortgage was duly assigned to him as trustee on the 17th day of January in the year 1889.

2. That said mortgage was in default and in execution of the power of sale therein contained he, as trustee, proceeded to sell the property in said mortgage mentioned after having first filed his bond with approved security in this Court and after having given due notice of the time, place, manner and terms of sale by advertisement inserted for more than three weeks before said sale in the "Evening Capital" a newspaper published daily at the City of Annapolis, Md.; and your trustee did also post a notice of said sale at the Court House door in said City.

3. In pursuance of said notice, your trustee did attend at the Court House door in said City of Annapolis, Md., at 12 O'clock M. on the 12th day of February 1889 and then and there did make the following sales of the property mentioned in said mortgage and so advertised as aforesaid, viz:

He sold the house and lot on Clay Street to George J. Records and Henry C. Goldsborough, trading as Records and Goldsborough for the sum of Two Hundred and Eighty dollars

2. He sold the lot and the Stable thereon to James C. Bishop for the sum of Two hundred dollars.

All of which is respectfully submitted

And he is ready &c.

James M. Trumbo. Trustee

State of Maryland,

Anne Arundel County.

On this 12th day of February in the year 1889 before me the subscriber Clerk of the Circuit Court for Anne Arundel County aforesaid personally appeared within named James M. Trumbo, trustee and made oath in due form of law that the matters and things in the foregoing report of sales set out are true as therein stated and that said sales were fairly made.

Spigg Harwood
Clerk of the Circuit Court
for A. A. County.

Order nisi.

In the matter of the sale of the mortgaged real estate of John T. Bishop and wife } No 1262 Equity In the Circuit Court for Anne Arundel County.

Order this 12th day of February 1889 that the within reported sales of the mortgaged real estate of John T. Bishop and wife made by James W. Thomas, trustee, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of March next provided, a copy of this order be published for three successive weeks before the said 14th day of March next in some newspaper published at least once a week at Annapolis Md.

The report states the amount of sales to be $1480.00

Sprigg Harwood Clk.

Certificate Pub Order Nisi, T

Annapolis, Md March, 15th 1889

This is to certify that the annexed advertisement Order Nisi, of the mortgaged real estate of J. T. Bishop and wife, reported by James W. Thomas trustee was published in the "Evening Capital" a daily newspaper published in the City of Annapolis, once a week for three successive weeks before the 14th day of March, 1889, The first insertion being made on the 14th day of Feby - 1889.

Wm. H. Abbott
Publisher

Order 16th day March 1889.

Ordered this 16th day of March 1889 that the within reported sale of the mortgaged real estate of John T. Bishop and Helen V. Bishop, his wife be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice thereof appears to have been given as required by the preceding order.

Alex. Miller.

In the matter of the mortgaged Real Estate of John Y. Bishop } Circuit Court for Anne Arundel County No. 1262 Equity.

Auditors Report & account- Filed 16. Feb. 1889.

To the Hon'l The Judges of the Circuit Court for Anne Arundel County.

The Auditor herewith respectfully submits an account distributing the proceeds of sale of the mortgaged real estate of John Y. Bishop made by James M. Munroe Esq. Trustee wherein he has first allowed commission and expenses of trustee and costs of suit and insurance. Then allowed the mortgagee claim in full and assigned the balance to the mortgagor. All of which is respectfully submitted.

C. C. Gantt, Auditor.

We hereby agree this 9th day of March 1889 to the immediate ratification of the within report and account of the auditor.

John Y. Bishop Mortgagor
James M. Munroe,
Atty for mortgagee

The mortgage Real Estate of John T. Bishop, In Account with

Dr. Cr.

1889		Dolls	cts	Dolls	cts	1889			
Feb. 12	James M. Munnes Esq. Trustee					Feb.			
	To Attorney for Commissions			31	80	12	By amt of sales as per		
	To Attorney for expenses viz						report of Atty of real		
" "	" Advertising Ex Cap & order nisi	12	00				estate on Clay Street	280	00
" "	" Auctioneer (J. E. Munnes)	10	00	22	00		" real estate on Lombard Street	200	00
" "	To Pltfs costs of suit viz							480	00
" "	" A Harwood Clerk	7	85						
" "	" Solicitor	10	00						
" "	" Auditor	4	50	22	25				
" "	To Trustee for Insurance premium pd			5	00				
				81	15				
" "	To James M. Munnes Trustee of the Baltimore Savings Institution in payment of Mortgage debt	350	00						
	Int from 30 Jan, 1888 to 12 Feb. 1889=1 yr 13 d	12	95	362	95				
				444	10				
				33	90				
	To John T. Bishop mortgagor, balance			$ 480	00			480	00

Final Order 21st Jany - 1890
Ordered this 21st January 1890 that the within report and account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown

J. Thomas Jones

Gertrude Sellman
vs
Mary L Sellman
Annie E D Sellman
and Eleanor Sellman

No 2599 Equity
In the Circuit Court
for
Anne Arundel
County.

Bill of Complaint Filed 25 Jany 1904

To the Honorable, The Judges of said Court

The plaintiff respectfully shows:

1. That the plaintiff and the defendants are the children of a certain Richard D Sellman and Evaline Sellman late of Anne Arundel County deceased, both the said Richard D. Sellman and the said Evaline Sellman having departed this life intestate at Anne Arundel County, Maryland several years ago.

2. That the said Richard D. Sellman died seized and possessed of a tract of land in the Second Election District of Anne Arundel County near the city of Annapolis, consisting of thirty-nine and one-half acres, whereon is situate a dwelling house and other small improvements and that the title to the said thirty-nine and one-half acres of land is now vested by descent in the plaintiff and the defendants as tenants in common thereof. And plaintiff files herewith certify copy of the deed of said land marked Exhibit "A".

3. That the said Richard D. Sellman left no personal property and no debts. That letters of administration upon his personal estate were, however, granted and committed by the Orphans Court of Anne Arundel County unto Richard Dorsey, who gave notice to creditors in the usual form, but that no claims against the said Richard D. Sellman have been filed and there is no personal estate to be administered. That the said thirty-nine and one-half acres of land is not susceptible of any partition amongst the parties entitled thereto but that it would be to the interest and advantage of all the parties to this suit to have the said lands sold and the proceeds of sale divided amongst the parties thereto according to their respective interests therein. That all the parties to this suit are of full age, the plaintiff residing in Baltimore City, and the defendants in Anne Arundel County, but they have been unable to agree upon any terms of sale or any agreement for the settlement of the said estate of their deceased father, and the plaintiff, therefore, files this bill for a sale of the said property.

To the end, therefore, that the plaintiff may have a decree for the sale of the real estate mentioned in these proceedings and such other relief as she may be in equity entitled to have the plaintiff prays the Court to grant unto her the writ of Subpoena to be directed to the said Mary L Sellman, Annie E. D. Sellman, and Eleanor Sellman, commanding them and each of them to be and appear in this Court by some certain day to be therein named, to answer the premises and show

cause if any they may have, why the relief herein prayed should not be granted.
And as in duty, etc.

James M. Munroe
Sol'r, for pltff.

Subpoenas issued as prayed and returned summoned
Samuel B. Hardy, Sh'ff

Gertrude Sellman
vs
Mary L. Sellman et al

No. 2599 Equity
In the Circuit Court for
Anne Arundel County, Maryland
January Term 1904.

Petition of Rd Lowry. Filed 2nd July-1904

To the Honorable, the Judges of the said Court:

The petition of Richard Lowry, of E. as administrator of the Estate of Richard D. Sellman, deceased, and of Richard Lowry of E., in his own right, respectfully represents unto your Honors:

1. That the Bill of Complaint, in the above entitled cause is filed by one of the heirs-at-law of the said Richard D. Sellman, deceased, for the purpose of obtaining a decree for the sale of the real estate of the said Richard D. Sellman for partition among his heirs-at-law.

2. The Bill alleges that the said Richard D. Sellman left no personal property and no debts. That letters of administration were granted however to this petitioner, who gave notice to the creditors in the usual form, but that no claims against the said personal estate have been filed and that there is no personal estate to be administered.

3. Your petitioner, however, avers that whilst it is true, as averred in the said petition, that there is no personal estate of the said Richard D. Sellman, to be administered, it is not true that there are no claims against the said personal estate: to the contrary thereof, Your petitioner, during the course of his administration aforesaid, has become aware of several just claims against the said personal estate, which have not been filed, & paid solely because there was no personal estate and for the payment of which it will be necessary that the real estate aforesaid of the said Richard D. Sellman should be sold.

4. Your petitioner further states unto Your Honors that as such administrator, and for the purpose of duly complying with the law in such case made and provided, he has published notice to the creditors, had the same certified to by the Orphans Court for said County and recorded, and has paid off all the costs of the Orphans Court aforesaid incurred in the course of said proceedings amounting to Ten Dollars and Fifteen Cents ($10.15), which amount, he is advised, is a proper claim on his part against the real estate of the said Richard D. Sellman, as an overpayment on the part of Your petitioner of the

said personal estate.
He therefore prays to be made a party to this suit, both individually and as administrator as aforesaid.
And as in duty, etc.

Randall & Randall
Sol. Petr.

Maryland, Anne Arundel County, to wit:
I Hereby certify that on this second day of February, nineteen hundred and four before the subscriber, a Deputy Clerk of the Circuit Court for the County aforesaid, personally appeared the within named Richard Dorsey of E. and made oath in due form of law that the matters and things contained in the foregoing petition are true to the best of his knowledge and belief.

Wm. W. Woodward
Deputy Clerk.

Order 3rd February 1904.

Ordered: On the foregoing petition, this 3rd day of February, nineteen hundred and four, that the said Richard Dorsey of E., both individually and as administrator of the personal estate of the said Richard D. Sellman, deceased, be made a party or parties, to this suit, and that he account for and report concerning said personal estate in this cause, as administrator and as defendant.

Jas. Revell.

Mary L. Sellman,
Anne E. D. Sellman,
and Eleanor Sellman
vs.
Gertrude Sellman

No. 2599 Equity.
In the Circuit Court
for Anne Arundel County
Md.,
January Term 1904.

Answer Filed 6th July 1904.

To the Honorable, the Judges of said Court:
The answer of Mary L. Sellman, Anne E. D. Sellman and Eleanor Sellman to the bill of Complaint of Gertrude Sellman against these defendants and others in this cause exhibited.
These defendants admit the allegations of the first and second paragraphs of the said Bill.
These defendants admit the allegations of the third paragraph of the said Bill, except that they do not admit that the said Richard D. Sellman left no debts; to the contrary these of they aver that the records of the Orphans Court for said County will disclose the fact that the administrator (Richard Dorsey of E.) of the said Richard D. Sellman has overpaid the personal estate of the said intestate and has a claim thereby against the real estate of the said intestate to the amount of such overpayment, viz: Ten Dollars and Fifteen Cents ($10.15) and that besides that claim, there are at least two other claims against said real estate, to wit: the claim of these respondents and of the said Richard Dorsey of E.

and of Anne E. Dorsey for Four Hundred Dollars ($400.) on account of that amount advanced by them to take up a mortgage of that amount granted by the said Richard D. Sellman and the said Evelina Sellman, his wife, and in which were the usual covenants to pay the debts thereby secured, as will more fully and at large appear by the answer of the said Richard Dorsey of E. filed in this cause, to the averments whereof these respondents beg leave to refer and which they adopt fully and beg leave to have considered as embodied in this their answer, and further, the claim of this respondent Anne E. D. Sellman on account of two notes granted to her by the said Richard D. Sellman and Evelina Sellman payable with interest from the date thereof respectively to the said Anne E. Sellman or order, as follows:

1st. a note for Forty-one Dollars ($41) dated July 16th 1896; payable on demand, with interest as aforesaid; and 2nd, a note for Ten Dollars ($10.) dated June 4th 1897, payable on demand, with interest from the date thereof.

Further answering these respondents admit that the real estate whereof the said Richard D. Sellman died seized and possessed is not susceptible of partition even if there were no debts against it, and they consent to a sale for the sale thereof, for the purpose of paying the debts of the said Richard D. Sellman and for the distribution of the remainder of the said proceeds among the heirs-at-law of the said Richard D. Sellman. And as in duty etc.

Randall & Randall
Solrs. Respondents

Maryland, Anne Arundel County, to wit:
I Hereby certify that on this sixth day of February, Nineteen hundred and four, before the subscriber, a Deputy Clerk of the Circuit Court for said County, personally appeared the within named Anne E. D. Sellman, and made oath in due form of law that the matters and things contained in the foregoing answer are true to the best of her knowledge and belief.

Wm. H. Woodward
Deputy Clerk of Circuit Court for
Anne Arundel County, Md.

Richard Dorsey of E. in his own right, and as Administrator of Richard D. Sellman deceased
ate
Gertrude Sellman

No. 2599 Equity
In the Circuit Court
for
Anne Arundel County
January Term, 1904.

Answer. Filed 6th Feby- 1904.

To the Honorable the Judges of said Court.
The Answer of Richard Dorsey of E. in his own right and as administrator of the personal estate of Richard D. Sellman, late of

said County, deceased, to the Bill of Complaint in the above entitled cause against him and others in this Court exhibited:

1. This respondent admits the allegations of the first and second paragraphs of the said Bill.

2. He admits that the said Richard D. Sellman left no personal property as alleged in the third paragraph of the said Bill, and that letters of administration upon his personal estate were granted to this respondent by the Orphans Court for said County and that this respondent as such administrator, gave notice to the creditors of that estate to file their claims in said Orphans Court; and that he certified that fact to the said Orphans Court and obtained its certificate thereof, as by law directed, and, in all respects discharged his duty as such administrator.

3. Further answering said third paragraph, this respondent admits that at the time said Bill of Complaint was filed, no claims had been filed against the estate of the said intestate, but he avers that in the settlement thereof this respondent, as such administrator, has been compelled to pay certain costs in said Orphans Court, which costs constitute an obligation of said personal estate - and that he, by virtue thereof, has a claim as creditor against the real estate of the said intestate for the sum of Ten Dollars and fifteen cents ($10.15) the amount of such costs advanced by this respondent, as will appear by the two receipted bills therefor, herewith filed marked Exhibits R.D.S. E. Nos. 1 & 2 respectively. That besides that claim, this respondent has become aware of the existence of several other just claims against the estate of the said Richard D. Sellman; but as the same are also claims against the estate of Evelina Sellman, wife of the said Richard D. Sellman, whose estate was being administered also by this respondent, in said Orphans Court, and in which the same heirs at law were interested, it was deemed by them and by this respondent as their agent and adviser unnecessary to go to the expense of administering on the estate of the said Richard D. Sellman, until he and they were advised that it was necessary to do so, in order to make the title clear of the small parcel of real estate whereof the said Richard D. Sellman died seized and possessed as alleged in the said Bill of Complaint. These claims against the estate of the said intestate to which this respondent refers are.

First. Two notes of the said Richard D. Sellman and of his said wife Evelina Sellman given to their daughter, the defendant, Anne E. D. Sellman, the one for forty-one dollars ($41) dated July 16th 1896, and payable on demand, with interest from the date thereof, to the order of the said Anne E. D. Sellman; and the other for Ten Dollars ($10) dated June 4th 1897, and payable on demand with interest from the date thereof, to the order of the said Anne E. D. Sellman.

Second. A mortgage with the covenants therein contained of the said Richard D. Sellman and of his said wife, Evelina Sellman, for four hundred dollars, given by them to Mrs. Emily W. Chase, dated January

eighteenth eighteen hundred and ninety-six, and recorded among the Land Records of Anne Arundel County aforesaid, in Liber G. W. No. 1, at folios 68, etc.; this mortgage debt after the death of the said Richard D. Sellman and of his said wife, was paid by this respondent and others by borrowing its amount from the Farmers National Bank of Annapolis on the note of three daughters of the said Richard D. Sellman and wife, viz: the defendants Mary L. Anne E. D. and Eleanor Sellman together with this respondent and his sister, Anne E. Dorsey; the mortgage aforesaid was released upon said Land Records, at the foot of the record of said mortgage, but the indebtedness to said bank has not been paid, but said note renewed from time to time by the permission of the said bank, the discount thereon being paid by the estate of the said Evelina Sellman, upon whose real estate the said mortgage debt had been a specific lien. This respondent does not know of any other claims against the said estate of Richard D. Sellman, except those this enumerated.

4. Further answering said Bill this respondent admits that the small tract of land whereof the said Richard D. Sellman died seized and possessed is not susceptible of partition among his heirs at law even if there were no debts against it, but that it would be to the advantage of the said heirs and all interested therein that the same should be sold under decree of this Honorable Court and the proceeds applied to the satisfaction of all the just claims against it and the balance distributed among those entitled thereto, under the direction of this Court. This respondent deems it proper for him to state in this connection, that as there was no personal estate of the said Richard D. Sellman as aforesaid, and as the small parcel of real estate belonging to him was improved by a dwelling &c. and had been cultivated in connection with the land belonging to his said wife, to which it adjoined the rents and profits whereof this respondent charged himself as administrator of the said Evelina Sellman in said Orphans Court, included all derived, directly or indirectly, from the real estate of the said Richard D. Sellman. And for the same reason this respondent, as administrator of the estate of the said Evelina, credited himself with taxes paid on both parcels of said real estate, in his three accounts as administrator of the said Evelina passed by said Orphans Court

5. Further answering this respondent consents to a decree for the sale of this real estate belonging to the said Richard D. Sellman, for the purpose of paying his debts aforesaid and of partition among his said heirs at law.

And as in duty etc.

R. D. Dorsey of C.

Randall & Randall
Sols Respondent.

Maryland, Anne Arundel County, to wit:
I hereby certify, that on this sixth day of February nineteen hundred and four, before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the within named Richard Harris of E. and made oath in due form of law, that the matters and things set forth in the foregoing answer, are true, to the best of his knowledge and belief.

Wm. H. Woodward
Deputy Clerk of the Circuit Court for
Anne Arundel County, Md.

Gertrude Sellman
vs.
Mary L. Sellman and others
} No. 2599 Equity
In the Circuit Court
for Anne Arundel County.

Agreement of Gertrude Sellman to sale of property, Filed 15th March 1904.

In the matter of the Bill of Complaint for the sale of the property of Richard D. Sellman, deceased.

I hereby agree to the passage of a decree by the Circuit Court for Anne Arundel County in Equity for the sale of the real estate mentioned in the above entitled cause for purpose of partition amongst the heirs at law of the said Richard D. Sellman, and I agree to the appointment of James H. Timmons and J. Wirt Randall as trustees to make the said sale, and I hereby further agree to the publication of the usual and proper notice to the creditors of the said Richard D. Sellman to file their claims duly authenticated, if any, against the said Richard D. Sellman, to the end that the estate of the said Richard D. Sellman may be fully settled in this Court and all just claims against the same fully paid and satisfied, reserving nevertheless the right to except to the allowance of any claim that may

be filed against the estate of the said Richard D. Sellman which in my judgment is not a just claim nor proper to be allowed
Witness my hand and seal this 18th day of March in the year nineteen hundred and four.
Test: Oregon Hilton Dennis } Gertrude Sellman Seal
State of Maryland
Baltimore City, Sct.

I hereby certify that on this 12th day of March in the year 1904, before me the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared the above named Gertrude Sellman and acknowledged the aforegoing instrument of writing to be her act and deed to the intent that the same may be duly filed in the above entitled cause in the Circuit Court for Anne Arundel County, Maryland.
Witness my hand and notarial seal.

Notary Seal Oregon Hilton Dennis
Notary Public

Gertrude Sellman
vs
Mary L. Sellman } No. 2599 Equity
In the Circuit Court
for Anne Arundel County.

Replication - Filed 24th March 1904.

The plaintiff joins issue on the matter alleged in the Answers of the defendants so far as the same may be taken to deny or avoid the allegations of the Bill.

James H. Dennis
Solr for pltff

Exhibit A - Filed 7th April 1904.

I, J. Roland Brady of the City of Annapolis and State of Maryland, in consideration of the sum of five dollars, and of the special trust and confidence reposed in me by a deed from Richard D. Sellman and wife bearing even date herewith, but recorded or supposed to be recorded before the execution of these presents do grant and convey unto the said Richard D. Sellman, his heirs and assigns forever all that tract, piece or parcel of land in the 2nd Election District of Anne Arundel County, binding on the Annapolis & Elk Ridge Rail Road and which is particularly described in a deed from Joseph A. Fowler & wife, to Evalina Sellman dated the 28th February 1866 recorded in the Land Records of said County in Libr G. E. G. No. 1 folio 273 &c. And in consideration aforesaid, I do hereby assign to the said Richard D. Sellman the mortgage and mortgage debt assigned to me by the first herein mentioned deed.
Witness my hand and seal this 27th day of March 1886.
Test: W. H. Passaway } J. Roland Brady Seal

State of Maryland,
Anne Arundel County, Sct.

I hereby certify that on this 27th day of March 1886 before the subscriber a Justice of the Peace of the State and County aforesaid, personally appeared Roland Brady and acknowledged the foregoing deed and assignment to be his act & deed.

W H Gassaway J.P.
Recorded March 30-1886.

State of Maryland,
Anne Arundel County, Sct.,

I hereby certify that the aforegoing is truly taken and copied from Liber H. No 28- folio 36, one of the Land Records of Anne Arundel County.
In Testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 31st day of March 1904.

Seal Cir. Ct. A.A.Co

George Wells
Clerk Cir. Ct. A.A.Co

Gertrude Sellman
vs.
Mary L. Sellman et al

In the Circuit Court
for Anne Arundel County
No. 2599 Equity.

Decree for the Sale of Real Estate, &c.
April 9th 1904.

The Bill and exhibits in the above cause having been submitted, the proceedings thereon were by the Court read and considered:
This Thereupon, this ninth day of April in the year nineteen hundred and four by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, That the property in the proceedings mentioned be sold, all parties in interest thereto assenting in writing and indorsed hereon: that James M. Munroe and J. Wirt Randall be and they are hereby appointed trustees to make sale, and that the cause and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a Bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twelve Hundred 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 Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale which shall be one-half cash on day of sale or ratification thereof, balance in six months or all cash at option of purchaser deferred payments to bear interest from day of sale and to be secured by note of purchaser with satisfactory surety.

the Trustees may require default on day of sale on account of purchase money not exceeding one hundred dollars, and soon as may be convenient after any such sale or sales, the said Trustees shall render to this Court a full and particular report of their proceedings relative to such sale, with an affidavit annexed of the the truth thereof, and of the fairness of said sale: and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money 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 assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, and those claiming by, from or under them, or 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 the 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. And at the time of advertizing said property for sale the said trustees shall publish notice to the creditors of Richard D. Sellman to file their claims duly probated with the clerk of this Court within thirty days of the advertized day of sale.

J. Thomas Jones.

We hereby agree to the immediate passage of this decree by the Court

James M. Munroe.
Solr for pltff
J. Wirt Randall
Solr for Defts.

Bond, Filed & Approved May 10-1904.

Know all men by these presents, That we, James M. Munroe and J. Wirt Randall and the Fidelity and Deposit Company of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Twelve hundred 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 ninth day of May in the year one thousand nine hundred and four.

Whereas, the above bounden James M. Munroe and J. Wirt Randall were by a decree of the Circuit Court for Anne Arundel County in Equity passed on the 9th day of April in the year 1904 in a cause in said court depending wherein Bertha D. Sellman was plaintiff, and Mary L. Sellman and others were defendants,

No. 2599 Equity in said Court appointed trustees to sell the real estate by the said decree ordered to be sold

Now the condition of the above Obligation is such, That if the above bounden James M. Tanner and J. Wirt Randall 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 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 Asto Jas. M. Tanner and J. Wirt Randall. J. C. Brewer

James M. Tanner (Seal)
J. Wirt Randall (Seal)
Fidelity & Deposit Company of Maryland (Corporate Seal)
By Elias R. Muller (Seal)
Attest: Tho. G. Berry Asst Secy (Seal)

Gertrude Sellman vs Mary L. Sellman et al

No 2599 Equity
In the Circuit for
Anne Arundel County.

Report of Sale - Filed 11th May - 1904.

To the Honorable, The Judges of said Court,

The report of James M. Tanner and J. Wirt Randall, trustees in the above entitled cause, respectfully shows:

That they gave bond with approved security as required by the decree hereafore passed in this cause, and they advertised the property for more than three weeks in the Maryland Republican, a newspaper published weekly at Annapolis, Maryland thereby giving notice of the time, place, manner and terms of sale of the property in this cause decreed to be sold, and also gave notice of the sale of said property in the Evening Capital, a newspaper published daily at Annapolis, Maryland, and also inserted a brief notice of the sale in the Baltimore Sun, and caused hand-bills of the sale of said property to be set up at the Court House door in the City of Annapolis, Maryland and distributed at various places in the neighborhood of the property to be sold, and pursuant to the said notices of sale did attend in person at the Court House door in the City of Annapolis, Maryland, on the 10th day of May, 1904, at eleven O'clock A. M. the advertised time of sale, and then and there offered the said property, at public sale, and after considerable bidding, sold the same to Joseph B. Parodi at and for the sum of Six hundred and seventy dollars ($670.), he being then and there the highest bidder therefor, and the trustees file herewith a copy of the advertisement of the sale and a memorandum of the said sale signed by the purchaser, and the trustees further report that they did give the notice to creditors of the said Richard D. Sellman required by the decree in this cause, and they file herewith

publishers certificate thereof.
All of which is respectfully submitted.

James H. Bunnow
J. Whit Randall.

State of Maryland,
Anne Arundel County to wit

I Hereby certify that on this eleventh day of May in the year 1904, before me the subscriber, a deputy clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James H. Bunnow and J. Whit Randall, trustees as aforesaid, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated and that the said sale was fairly made and that they did give notice to the creditors of Richard D. Freeman as ordered by the decree heretofore passed in this cause.

Wm. H. Woodward
Deputy Clerk, Circuit Court
for Anne Arundel County

Gertrude Sellman
vs.
Richard Dorsey of E.
Ann, of Rd. D. Sellman
deceased, Mary L. Sellman et al.

No. 2599 Equity
In the
Circuit Court for
Anne Arundel County
May Term, 1904.

Agreement as to the ratification of Sale-
Filed May 12-1904.

In the above entitled cause it is agreed that the sale made May 10th 1904, to Joseph Baptiste Parodi for Six Hundred and Seventy Dollars ($670.) of the small farm belonging to the estate of Richard D. Sellman deceased, containing twenty-five acres and three-quarters, and this day sold at public sale at the Court House door Annapolis, be finally ratified and confirmed by the Circuit Court for Anne Arundel County, without the delay and expense of passing an Order Nisi on the report of said sale.

R. Dorsey of E. Ann of
R. D. Sellman deceased
R. Dorsey of E.
Mary L. Sellman,
Annie E. D. Sellman
Eleanor Sellman
James H. Bunnow,
Solicitor for Gertrude Sellman Pltff.
J. Whit Randall,
Sol' Respondent.

Order 16th May. 1904.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 16th day of May 1904, that the above reported sale made by James M. Hammond and J. Wirt Randall, trustees, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof appearing and all parties in interest assenting thereto in writing herewith filed.

The Trustees are allowed the usual commissions and such expenses as they shall produce vouchers for to the Auditor

J. Thomas Jones.

Notice to Creditors

The creditors of Richard D. Sellman are hereby notified to file their claims against the said Richard D. Sellman, duly probated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 10th day of June 1904. This notice is given pursuant to an order of the Circuit Court for Anne Arundel County in Equity passed in the above entitled cause.

James M. Hammond
J. Wirt Randall, Trustees.

Certificate Publication

Annapolis, Md. May. 13th 1904

I hereby certify that the annexed notice to creditors of Richard D. Sellman was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for four successive weeks before the 10th day of June 1904, the first insertion being made the 16th day of Apr 1904.

J. Oliver Martin
One of the Publishers

Description & Plat

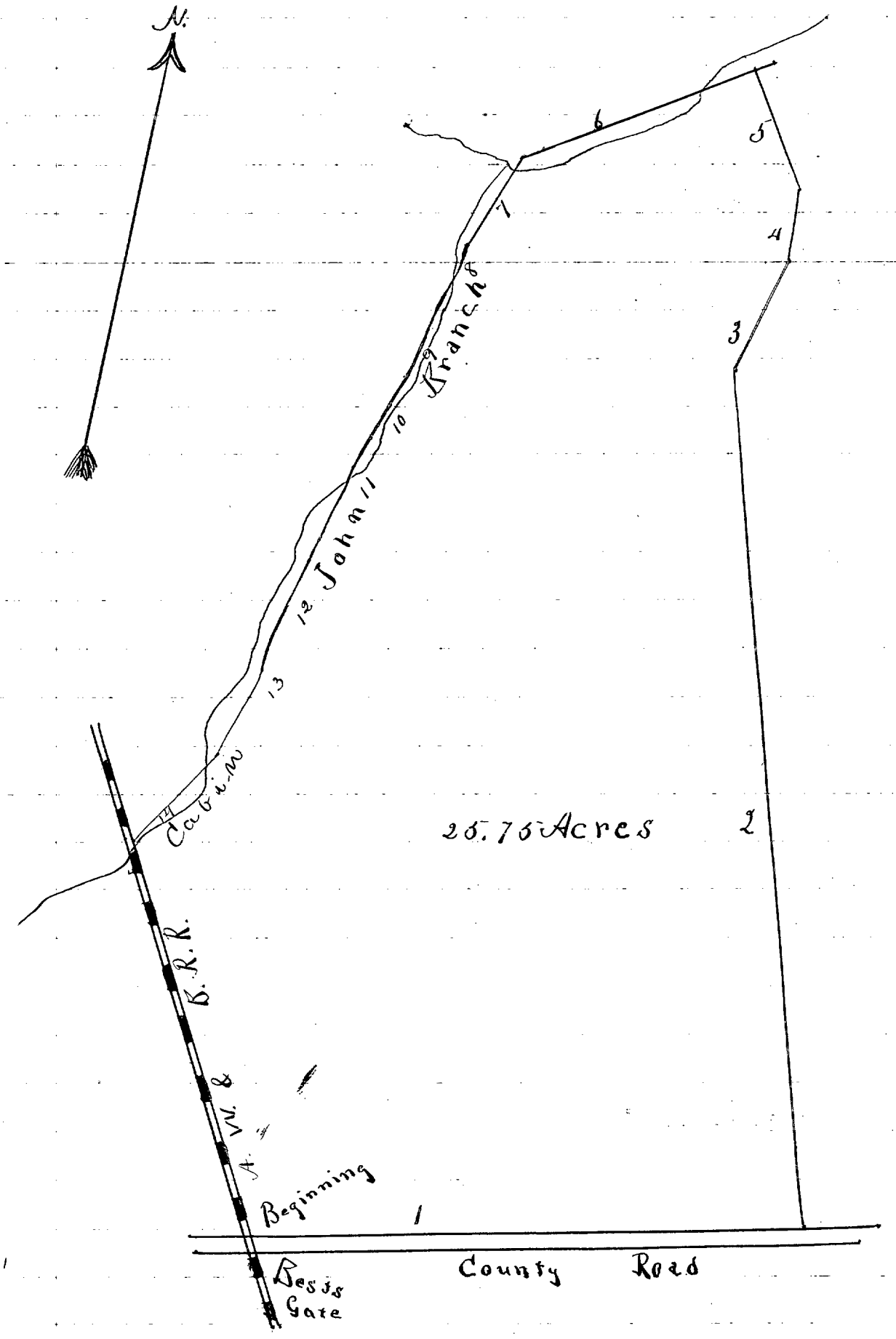
Description of survey of 25.75 Acres lying in the Second District of A. A. Co. at Bests Gate crossing, being part of Hammonds Purchase Enlarged" also part of the propelty which was conveyed to Evalina Sellman by Jos. A. Fowler Feb. 28th 1866.

Beginning at a point in the centre of the A. W. & B. R. R. at the end of 25½ pr. ow the N. 74° 30' E. 360 pr. lide of the whole tract called Hammonds purchase Enlarged and running thence N. 76¾° E. thence with the County Road 813 feet thence leaving the Road and running N. 11½° W. 1221 feet N. 15⅓° E. 160½ feet N. 7° W. 100.65 feet N. 32° 15' W. 181½ feet to Cabin Branch thence following the said Branch S. 57° W. 363 feet S. 31° W. 140.25 feet S. 11° W. 142.50 feet S. 16° 45' W. 206.25 feet S. 12° 15' W. 103 feet S. 12° 30' W. 132 feet S. 9° W. 103 feet S. 11° W. 132 feet S. 35¼° W. 181.50 feet to the centre of the above mentioned Rail Road thence with the Rail Road 590 ft to the place of beginning

Containing 25.75 acres exclusive of the ground owned by the above Rail Road as a right of way.

E. Lacy Chinn. Surveyor
May, 1904.

Plat of 25.75 Acres lying in the 2nd District of A.A. Co.
being part of Hammonds Purchase Enlarged



Scale 200 ft. = 1 in
Drawn by E. Lacy Chinn
Surveyor. May 1904

In the Case of
Gertrude Selleman
vs.
Mary L. Selleman et al

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account. Filed 18th July 1904.

To the Honorable the Judges of said Court

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within Trust Account, in which costs, commissions, and expenses are allowed the trustees: and the balance is distributed in proper proportions to the heirs at law of the decedent.

All of which is respectfully submitted.

James W. Owens,
Auditor

Agreement.

We agree to the immediate ratification of this acct: and that the claims filed which are claims both against the estate of Cevalina Selleman be paid out of the estate of the latter, when sold subject to the same exception, however, as if made in this case and to all proper exceptions.

Annapolis Md.,
July 18th 1904

James W. Owens, Sol. for Pltff
J. Wirt Randall, Sol. for Defendants

Final Order March 3rd 1905
In the Circuit Court for
Anne Arundel County.

Ordered by the Court, this 3rd day of March 1905 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

J. Thomas Jones

The Insolvent Real Estate of Richd D. Sellman, decd in acct with

James M. Munroe & J. Wirt Randall, Trustees

1904 Nov 04	To the Trustees for their Commissions			$	42	50	1904 May 10	By proceeds of sale of real estate as per report filed	$ 670 00
" "	" " " " " Expenses, viz								
" "	To advertising, Maryland Republican	$	12 00						
" "	" " " Evening Capital		10 50						
" "	" " " Baltimore Sun		6 00						
" "	" Surety, E. L. Ellinor		3 00						
" "	" Auctioneer, Thomas Basil		11 00	$	42	50			
" "	To the Trustees for Court Costs, viz:								
" "	" Plaintiffs Solicitor	$	10 00						
" "	" Defendants "	$	10 00						
" "	" Clerk Circuit Court	$	15 40						
" "	" Sheriff, Hardy		1 35						
" "	" Exhibits, J. M. Munroe		75						
" "	" L. A. Palmer Register of Wills fee of Richd D. Sellman dec'd		10 15						
" "	" To Auditor		4 50	$	52	15			
" "	To Distribution of the balance of $532.85 among the heirs of Richard D. Sellman as follows:								
" "	To Gertrude Sellman 1/4			$	133	21			
" "	" Mary L. Sellman 1/4				133	21			
" "	" Emil E. D. Sellman 1/4				133	21			
" "	" Eleanor Sellman 1/4				133	22			
				$	670	00			$ 670 00

Lottie C. Bryan and
Nicholas W. Bryan
her husband
vs.
Charles W. Smith

No 2647 Equity
In the
Circuit Court
for
Anne Arundel County.

Bill of Complaint, Filed 4th August 1904.

To the Honorable the Judges of said Court:

The Bill of Complaint of Lottie C. Bryan, and Nicholas W. Bryan, her husband humbly shows unto your Honors:

First: That a certain Washington D. Basil late of Anne Arundel County departed this life on or about the 15 day of February in the year 1895 seized of valuable real estate in the City of Annapolis State of Maryland, located on the North East side of Main or Church Street fronting thereon about forty-feet with an irregular depth and improved by a store and dwelling, which was conveyed to him by Frank H. Stockett and John Ireland Trustees by deed dated on the 18th day of December in the year 1877 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 12- Folio 171- a duly certified copy whereof is herewith filed marked "Complainants Exhibit L. C. B. No. 1," and which your Orators pray may be taken together with their other exhibits as a part of this their Bill of Complaint; and leaving a last Will and Testament duly admitted to probate by the Orphans Court for said County and recorded among the Testamentary Record Books of said County in Liber W. H. P. No. 1- folio 122 &c. a duly certified copy whereof is filed herewith marked "Complainants Exhibit L. C. B. No. 2."

Second: That by his said Last Will and Testament, the said Washington D. Basil devised the aforesaid real estate as follows, to wit:

"I will and devise to my said wife Rachel Catharine Basil the house lot, and premises now used and occupied by me as a dwelling and store, situated on the north side of Main Street in the City of Annapolis, for and during the term of her natural life and upon remainder to my granddaughter Carlie May Basil, for and during the term of her natural life, and upon the death of my said granddaughter, Carlie then to such child or children as she may have living at the time of her death, his, her or their heirs and assigns- forever, but should the said Carlie die without leaving a child or children living at the time of her death, then and in that event, after the death of my said wife and the said Carlie I will and devise said house lot and premises to my two children Lottie C. Bryan and Ida V. Rathbone, their heirs and assigns, forever."

Third: That the said Rachel Catharine Baile departed this life on or about the 5th day of June in the year 1902.
Fourth: That the said Charles Henry Baile who intermarried with a certain Jesse Moore departed this life on or about the 24th day of July in the year 1904, without leaving a child or children living at the time of her death or any heirs or assigns of such, whereby under the terms of the aforesaid Will the title to said real estate became vested in the said Lottie C. Bryan and Ida V. Rathbone.
Fifth: That Ida V. Rathbone and William Rathbone her husband conveyed the undivided interest of the said Ida in and to said property to the defendant Charles W. H. Smith by deed dated on the 27 day of July in the year 1904 and left for record in the office of the Clerk of the Circuit Court for said County, a duly certified copy whereof is filed herewith marked "Complainants Exhibit L. C. B. No. 3" so that your oratrix Lottie C. Bryan and the defendant Charles W. H. Smith are now seized of said real estate as tenants in Common
Sixth: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided between 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 oratrix and the said Charles W. H. Smith according to their respective rights and interests.
(3) That your orators may have such other and further relief as their case and equity may require.
May it please your Honors to grant unto your orators the writ of subpoena directed to the said Charles W. H. Smith commanding him 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.

A. J. Brady
Nicholas H. Green
Solicitors for Complainants.

Complainants Exhibit L. C. B. No. 1-
Filed 4th August 1904.

This deed made this eighteenth day of December in the year one thousand eight hundred and seventy seven between Frank H. Stockett and John Ireland of the City of Annapolis and State of

Maryland Trustees hereinafter mentioned of the one part and Washington D. Basil of said City and State of the second part, Witnesseth;
Whereas by a decree of the Circuit Court for Anne Arundel County dated on the sixth day of November in the year one thousand eight hundred and seventy-five, and passed in a cause in said Court between Washington D. Basil Complainant and William Jewell & others defendants the above named Frank H. Stockett and John Ireland were appointed Trustees, with authority to sell the real estate in the proceedings in said Cause mentioned and the said Trustees after complying with all the previous requisites of the decree did on the second day of December in the year one thousand eight hundred and seventy five, sell unto the said Washington D. Basil at and for the sum of two thousand seven hundred dollars current money the following described real estate situate and being in the City of Annapolis, and in the State of Maryland aforesaid and described as follows, that is to say.
All that lot of ground on the north side of Main or Church Street adjoining the property of Wm. H. Smith on one side and Martha Goodwin on the other, with a front on said Street of about forty feet, and which was conveyed on the fourth day of March 1847, by Brianna Thompson to Edward Hopkins by deed recorded in the Land Records of Anne Arundel County in Libre J. H. H. No. 2. folios 279 &c, and which was previously conveyed to the said Marianna Thompson by Eleanor Thompson on the 23rd day of October, 1844, by deed recorded in said Land Records in Libre W. S. G. No. 27, folios 503 &c.
And whereas the aforesaid sale has been duly reported to and has been duly, been duly reported to and has been ratified and confirmed by the said Circuit Court, and whereas the purchase money aforesaid has been fully paid and ratified to the said trustees they are authorized by the said decree to execute these presents. Now this deed witnesseth that the said Frank H. Stockett and John Ireland Trustees as aforesaid for and in consideration of the premises and of the sum of twenty seven hundred dollars Current money to them in hand paid by the said Washington D. Basil at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged do grant unto the said Washington D. Basil, All the aforesaid Lot of ground hereinbefore described with the appurtenances thereto belonging, and all the right title interest and estate of the parties of the aforesaid decree and every of them both at Law and in Equity in and to the same and every part and parcel thereof.
To Have and To Hold the aforesaid lot of ground with its appurtenances aforesaid, unto the said Washington D. Basil his heirs and assigns forever.
Witness the hands and seals of the said Trustees } Frank H. Stockett (Seal)
Jno. Ireland Trustee (Seal)

State of Maryland
Anne Arundel County, to-wit.

I hereby certify that on this 18th day of December in the year one thousand eight hundred and seventy-seven before the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared, Jehiel H. Tolbert and John Tolbert and acknowledged the foregoing deed to be their act.

Certified by Wm. H. Gassaway. J.P.

Recorded 27th day of December 1877.

State of Maryland,
Anne Arundel County, to-wit.

I hereby certify that the foregoing is truly taken and copied from Liber W.H. No. 12- folio 174 &c. and of the Land Records for Anne Arundel County.

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 3rd day of August, A.D. 1904

Seal of Circuit Court A.A.Co.

Geo. Wells, Clerk.

Complainants Exhibit L.C.B. No. 2-
Filed 4th August 1904.

Copy: Last Will and Testament of Washington D. Basie.

I Washington D. Basie of the City of Annapolis and State of Maryland do make and publish this my last Will and Testament.

1st After my debts and funeral charges are paid, I will and bequeath all my personal property of any kind and wheresoever situated to my affectionate wife Rachel Catharine Basie absolutely.

2nd I will and devise to my said wife Rachael Catharine Basie the house lot and premises, now used and occupied by me as a dwelling and store situated on the South side of Main Street in the City of Annapolis, for and during the term of her natural life and upon remainder to my grand-daughter Carlie Bray Basie for and during the term of her natural life and upon the death of my said grand daughter Carlie, then to such child or children as she may have living at the time of her death, his, her or their heirs and assigns forever; but should the said Carlie die without leaving a child or children at the of her death, then and in that event, after the death of my said wife, and the Carlie I will and devise said house lot and premises to my two children Lottie C. Bryan and Ida L. Rathbun, their heirs and assigns forever.

3rd I will devise and bequeath all the rest and residue of my estate if any to my said wife Rachel Catharine Basie.

4th I constitute and appoint my said wife Rachel Catharine Basie the Executrix of this my last Will and Testament and it is my wish that my said Executrix be excused from the necessity of giving

bond for the execution of her duties as Executrix.
In Testimony whereof I hereto set my hand and seal this 30th day of Jan in the year One thousand eight hundred and ninety-three.

Wash. D. Basil (Seal)

Signed, sealed, published and declared by Washington D. Basil the above named testator as and for his last Will and Testament in the presence of us, who at his request, in his presence and in the presence of each other have subscribed our names as witnesses thereto

John H. Thomas
Will G. Brewer

Anne Arundel County, S.S.
On the 19th day of February 1895 came Rachel Catharine Basil "Widow" and made Oath on the Holy Evangels of Almighty God that she does not know of any will or Codicil of Washington D. Basil late of said County deceased other than the above instrument of writing and that she received the same from the deceased during his last sickness and has had it in her possession until she delivered the same to the Register and that the testator died on the 15th day of February 1895.
Sworn to before the subscriber.

Test: Richard Baldwin
Register of Wills for A. A. Co.,

Anne Arundel County, S.S.
On the 21st day of February 1895 came John H. Thomas and Will G. Brewer subscribing witnesses to the foregoing last Will and Testament of Washington D. Basil late of said County deceased and made oath on the Holy Evangels of Almighty God that they did see the testator, sign and seal this will that they heard him publish, pronounce and declare the same to be his last Will and Testament that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding and that they together subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.
Sworn to before the subscriber

Test: Richard Baldwin
Register of Wills for, A. A. Co.

(Endorsed on the back)
The within will was filed Feby 21st 1895 with bond of executrix which in the absence of the Court is this day admitted to probate by the Register of Wills under Art. 93 section 265, Code of Public General Laws.

Richard Baldwin
Register of Wills.

In the Orphans Court of Anne Arundel County.

The Court after having carefully examined the above last Will and Testament of Washington D. Bdsil late of Anne Arundel County, deceased the same having been heretofore admitted to probate by the Register Wills in the absence of the Court with the evidence adduced as to the validity Orders and Decree this 26th day of February A. D. 1895, that the same be admitted in this Court, as the true and genuine Last Will and Testament of the said Last Will and Testament of the said Washington D. Babil deceased,

Robt. F. Hodson
Henry A. Hyatings
D/d. Habkins.

Office of Register of Wills of Anne Arundel County

I hereby certify that the aforegoing is a true copy of the Last Will and Testament of Washington D. Bdsil late of said County deceased Recorded in Liber W. T. P. No. 1 folio 122, One of the Will record books in this office.

Seal

In Testimony whereof I have hereto set my hand and affix the seal of the Orphans Court for Anne Arundel County this 8th day of August 1904.

Luther A. Palmer
Register of Wills

Lottie C. Bryan and Nicholas W. Bryan, her husband
vs.
Charles W. Smith

No. 2647 Equity
In the Circuit Court
for
Anne Arundel County.

Answer of Charles W. H. Smith
Filed 6th August 1904.

The answer of Charles W. H. Smith to the Bill of Complaint against him in this Cause exhibited, answering says:

1) This respondent admits the allegations of said Bill of Complaint and hereby consents to a passage of a decree for the sale of the real estate described in said Bill, for the purposes therein set forth. And as in duty &c.

Marion R. Randall,
Solicitor for Defendant.

General Replication Filed 9th August 1904.

The Complainants join issue on the matters alleged in the Answer of Charles W. H. Smith so far as the same may be taken to deny or avoid the allegations of the Bill.

Nicholas H. Green
Solicitor for Complainants.

Lottie C. Bryan and Nicholas W. Bryan her husband
vs.
Charles W. H. Smith

No. 2647 Equity
In the Circuit Court
for
Anne Arundel County.

Decree, August 12-1904

This cause being submitted on Bill and Answer the proceedings were read and considered.

It is thereupon this 12th day of August in the year nineteen hundred and four by the Circuit Court for Anne Arundel County, by agreement of parties endorsed hereon, adjudged, ordered and decreed that the property mentioned in the proceedings be sold: that Nicholas H. Green and Hamie R. Randall, of the City of Annapolis, be and they are hereby appointed trustees to make said sale and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or the Clerk hereof in the penalty of Ten Thousand Dollars, condition 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 some newspaper published in the City of Annapolis and such other notice as they may deem proper, of the time, place, manner and terms of said sale which terms shall be one half cash on the day of sale, or final ratification of the same by this Court at the discretion of the said trustees, and one-half in six months from the day of sale, or all cash at the option of the purchaser or purchasers the credit portion to bear interest and to be secured by the bond of the purchaser or purchasers with security to the satisfaction of the trustees, and as soon as may be convenient 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 an affidavit annexed of the truth thereof and of the fairness of said 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, 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.

Jas. Revell

Lottie C. Bryan and Nicholas W. Bryan her husband
vs.
Charles W. H. Smith

No 2647 Equity
In the
Circuit Court for
Anne Arundel County.

Trustees' Report of Sale and Order Nisi thereon.

Filed 8th September 1904.

To the Honorable Judges of the Circuit Court for Anne Arundel County sitting in equity.

The report of Nicholas H. Green and Lawrie R. Randall, Trustees appointed by a decree of this Court, passed in this cause on the 12th day of August, nineteen hundred and four to make sale of the real estate in these proceedings mentioned respectfully shows.

That after giving bond with approved security for the faithful performance of their trust, and after having complied with all the other prerequisites as required by law and said decree and having given at least three weeks previous notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a daily newspaper published in the city of Annapolis, and by hand-bills widely posted, they did pursuant to said notice attend at the Court House door, Annapolis on Thursday Sept. 8th 1904, at the hour of noon, that being the time and place mentioned in said advertisement, and then and there proceeded to sell said property by public auction, having first announced that the terms upon which said property to be sold was described in a plat and survey thereof made by J. Lacy Linton which the trustees then and there exhibited and which is herewith filed as a part of this report of sale: That in the presence of a number of bidders your trustees then and there proceeded to offer the property described in these proceedings for sale to the highest bidder and sold the same to Charles W. H. Smith at and for the sum of Six Thousand and fifty dollars ($6050.), he being, at that sum, the highest bidder therefor: and that said purchaser has made the payment required in cash and signed an agreement (which is herewith filed and marked Exhibit No 1.) to abide by the terms of sale.

And Your trustees beg to file also the certificate of the auctioneer, Wm J. Roland Brady, as to said sale marked Trustees Exhibit No 2.

Respectfully

Nicholas H. Green
Lawrie R. Randall
Trustees.

State of Maryland, Anne Arundel County, to wit.
I hereby certify, that before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Nicholas H. Green and Daniel R. Randall, trustees 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 their knowledge and belief, and that the sale was fairly made.

Sept. 8-1904

Robert H. Welch,
Deputy-Clerk Circuit Court.

Lottie C. Bryan and Nicholas W. Bryan, her husband,
vs.
Charles W. H. Smith

No. 2647 Equity
In the Circuit Court
for
Anne Arundel County

Order Nisi.

Ordered this 8th day of September, Nineteen Hundred and Four, that the sale of the property mentioned in these proceedings made and reported this day by Nicholas H. Green, and Daniel R. Randall, trustees, be ratified and confirmed, unless cause to the contrary be shown on or before the 8th day of October, next: provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 8th day of October next. The report states the amount of sales to be $6050.

Geo. Wells, Clerk.

Certificate Pub. Order Nisi - Filed 8 Oct. 1904.

Annapolis, Md, Oct 6th 1904.

We hereby certify, That the annexed advertisement Order Nisi in the Equity Case of Lottie C. Bryan et al against Chas. W. H. Smith No. 2647 Equity was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md, once a week for 3 successive weeks before the 8th day of October, the first insertion appearing on the 8th day of Sept, 1904.

W. Wm. Abbott,
Publisher.

Lottie C. Bryan and
Nicholas W. Bryan her husband
vs.
Charles W. H. Smith

No. 2647 Equity
In the Circuit Court
for
Anne Arundel County.

Order, October 10-1904. Final Ratification of Sale

Ordered by the Circuit Court for Anne Arundel County, this 10th day of October, 1904, that the sale made and reported by the trustees in this 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 herein; and the trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor, to whom this case is referred.

Jas. Revell.

Description of survey of a lot on Main Street in the City of Annapolis, being the property conveyed to by

Beginning for the same on north line of Main Street at a distance of 38.25 feet from the intersection of the line of Hyde Alley and the line of Hyde Alley and the line of Main Street, running thence N. 11½° E. 52.50 feet to a Brick building thence running with the lines of said brick building S. 79½° E. 23.20 feet thence N. 33° E. 14.10 feet thence N. 39° E. 25 feet thence leaving the lines of said brick building and running S. 81½° E. 11.50 feet thence S. 36° W. 39 feet thence S. 11½° W. 50.30 feet to the line of Main Street thence on and with the line of said Street 37.10 feet to the place of beginning.

Surveyed Aug-10-1904.
E. Lacy Allen.

Purchasers Agreement. Trustees Exhibit No. 1-
Filed 8 Sept-1904

I hereby certify that I have this day purchased the within described property of Nicholas H. Green and Maurice R. Randall Trustees at and for the sum of Six Thousand and fifty dollars, which purchase money I hereby agree to pay in full upon ratification of the sale by the Court.

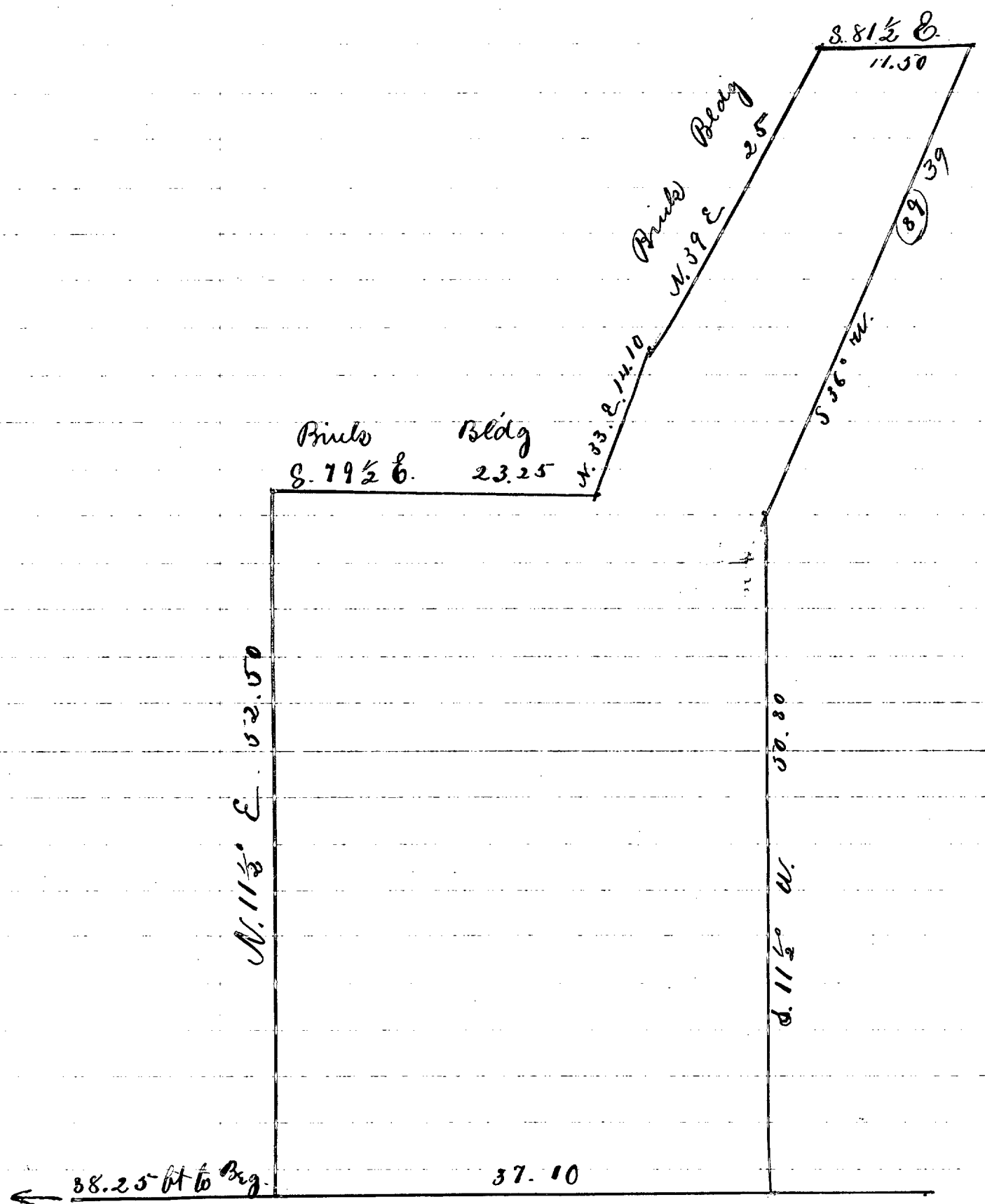
Witness my hand and seal this 8th day of September 1904.

C. W. Smith [seal]

Auctioneers Certificate

I hereby certify that on this 8th day of September 1904, I sold the property situate on the north East side of Main Street in the City of Annapolis formerly owned by the late Washington D. Baird, ~~Chas W.~~ and mentioned in Equity No. 2647 to Chas. W. H. Smith at and for the sum of $6050 he being then and there the highest bidder, therefore.

J. Roland Brady
Auctioneer.



Main Street

Scale 10 = 1"

C Lacey Chirnsyburger
Aug- 10- 1904

In the Case of
Lottie C. Bryan
vs.
Chas W. H. Smith et al

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account.
Filed 11th October 1904.

To the Honorable the Judges of said Court.
The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account, first allowing for taxes, then for Trustees costs, commissions and expenses and thirdly as to the balance distributing the same to the parties in interest in proper proportions.
All of which is respectfully submitted.

James W. Owens, Auditor

We hereby agree Consent to an immediate ratification of the within Auditors account,
Oct- 11' 1904.

Chas. W. H. Smith
R. W. Bryan for Lottie C. Bryan
Nicholas H. Green
Daniel R. Randall
Trustees
Nicholas H. Green
Attorney for Complainants

Final Order Oct-12-1904.
Ordered by the Court, this 12' day of October, 1904, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, upon the agreement of the parties endorsed hereon, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest ab the same as been or may be received

Jas Purnell

The Trust Estate under the will of Wash'n D. Basil deceased in ac-
with Daniel R. Randall & Richd H. Green Trustees. ter.

To the Trustees for Commissions			$211	50	1904 Sept 8	By proceeds of real estate as per Report filed	$6050 00
" " " " Expenses viz							
" Advertising, Evening Capital	22	00					
" Auctioneer J. Roldna Brady	21	00					
" Insurance pd by D.R. Randall	11	28					
" Survey C. Lacy Clunn	4	00	58	28			
" Trustee for Court Costs, viz:							
" Plaintiff's Solicitor	10	00					
" Defendants "	10	00					
" Clerk Circuit Court	14	75					
" Register of Wills (L.A. Palmer)	1	75					
" Sheriff, D.S.B. Hardy		45					
" Exhibits, G. W. Glenn	1	50					
" Auditor	9	00	47	45			
" The Trustees for taxes, viz:							
" State & County for 1903			34	93			
" " " " " 1904			24	28			
" City Taxes " " "			20	82			
"							
" Distribution of balance $5652.75 as follows:							
" To Chas W. H. Smith			2826	38			
" " Lottie C. Bryan			2826	37			
			6050	00			$6050 00

Continued from Liber G.W.M. No 40
folio 267 &c

In the matter of the Trust estate of John R. and R.R. Magruder } In the Circuit Court for Anne Arundel County

No. 535 Equity

Petition of Trustees for peremptory Sale.

Filed 21st February 1901.

The petition of Charles A. Dubois, Edwin D. Pusey and R.R. Magruder, Trustees in this case respectfully shows:

First, That on the 29th day of July, 1899, they offered for sale all the property of this Trust estate and sold certain portions thereof as will appear by reference to their reports heretofore filed and which sales have been duly ratified and proceeds thereof distributed according to the account of the Auditor which has been also duly filed in this case and by the Court ratified.

Second. That in spite of their best efforts both in public and private and upon every reasonable term that could be offered they have been unable to sell a large part of the property constituting the trust estate to wit, certain lots of ground lying in the Second Election District of Anne Arundel County on the public road near the City of Annapolis, certain lots of ground on Market Street in the City of Annapolis, certain lots of ground lying on College Creek near the rail road tracks of the Baltimore and Annapolis Shortline Railroad Company in the City of Annapolis. In the meantime taxes are accumulating against the property interest is running up on the debt due to the Farmers National Bank for which the trust estate is responsible, and your petitioners Dubois and Pusey, the latter representing the estate of the late William S. Gottlieb, deceased, are sureties on the note representing the said indebtedness held by the Farmers National Bank, your petitioner R.R. Magruder is one of the joint makers and is principal on the said note.

Third, Your petitioners further show that certain persons interested in the property have undertaken to calculate the value thereof Based upon a supposed market value of the lots of ground as they have been laid off on the plat filed in this case both in the Second District of this County and in the City of Annapolis, and that by such method of computation they have appraised the property at thousands of dollars but your petitioners show that such a valuation is purely fictitious and impossible of realization, and that the only real worth of the property is what it will bring at a public sale under reasonably fair circumstances and after due advertisement. Your petitioners further show that one of two things must be done, either they must pay the indebtedness to the Farmers National Bank themselves or they must sell the property and pay the said indebtedness out of the proceeds

of said sale and that if no third persons will buy the said prop-
erty then they pray that leave be granted your petitioners or to one
or more of them to become the purchaser of the said property
at some fixed price to be determined by the Court as a fair value
thereof unless at a public sale they can secure from some
other persons a better offer for the said property. And your
petitioners show that the longer the said sale is delayed the
more the property will have to sell for to pay the said in-
debtedness by reason of the accumulation of costs, taxes and expenses
That the said estate has been running since the year 1871 in the
hands of various trustees and that these trustees have been later
appointed by this Honorable Court, in the place of the former trustee to
give them the opportunity to protect and save blameless themselves a-
gainst loss by reason of their said suretyships by a sale of the said prop-
erty That if one or more of your petitioners be allowed to buy in the
said property at a figure not less than sufficient to pay all the in-
debtedness against the said property with the accumulation of taxes
costs and expenses of these proceedings they may in the course of years
by applying diligent effort and by the outlay of money succeed in
selling the property in question for enough to pay the indebted-
ness now resting upon it and for a sufficient advance to compen-
sate them for the time, labor and expense necessary to effect the
sales. And your trustees therefore pray that a peremptory order
of a sale be now passed by this Honorable Court directing and
requiring the said trustees to offer the said property at public sale
and to sell all of said property or so much thereof as may be
necessary to pay the items above enumerated in this petition.
And Your petitioners or one or more of them will submit to this
Honorable Court for its consideration in writing before the time of
the said sale an offer for the various properties remaining un-
sold and will ask this Honorable Court to authorize and re-
quire Your petitioners as trustees to sell the said property or so
much thereof as may be necessary according to the said bids
for the same unless at the said public sale a bona fide higher
bid from a responsible purchaser or purchasers be received
by the said trustees.
And Your petitioners accordingly respectfully submit this petition
to the Court for its action in the premises.
And as in duty, etc.

C. A. DuBois
Edwin D. Pusey
Trustees

James M. Turner
Solor.

Order 7th March 1901.

Ordered by the Court this 7th day of March 1901, that the Trustees
in this case or any of them be and they are hereby authorized

and required to offer at peremptory sale all of the property of the trust estate in their hands that has not already been sold and disposed of, the said sale to take place during the month of April, 1901, after not less than three weeks notice thereof by public advertisements in the discretion of the trustees, and the Court reserves for further consideration such proposals for the purchase of the said property as may hereafter be submitted to it by one or more of the above named trustees in pursuance of the aforegoing petition.

J. Thomas Jones

In the matter of the Trust Estate of John R. and R. R. Magruder. } No. 535 Equity. In the Circuit Court for Anne Arundel County.

Petition of Trustees and Bids for property. Filed 20th April-1901.

To the Honorable, The Judges of said Court.

The petition of Charles A. Dubois and Edwin D. Pusey and respectfully shows:

First, That in their petition filed in this case, praying that an order be passed by this Court requiring a peremptory sale of the property mentioned in these proceedings remaining unsold, on which petition peremptory order of Court was passed directing sale to be made, and the pursuance of which order the sale is now advertised to be made on the 20th day of April inst, these petitioners prayed leave of this Court to submit a proposition to purchase the said property at a figure to be named by the said petitioners, provided, however, that in the event any other person would give more for the said property than was bid by the petitioners the property should be sold to the highest bidder the object of these petitioners being simply to protect themselves as sureties on the note to the Farmers National Bank of the said John R. and R. R. Magruder from loss by reason of the failure of the property mentioned in these proceedings to sell for enough money to pay the said indebtedness.

Second, That your petitioners accordingly now pray leave to make the following offers for the property advertised to be sold, namely: For the two lots on Market Street Three hundred and fifty dollars each, For the property of Spa Road called Brentford, Twelve hundred dollars. For the property lying on College Creek between the tracks of the Short Line Railroad and St Johns College Twelve hundred dollars. For the vacant lots lying on the South side of the railroad tracks Two hundred and fifty dollars.

Third, Your petitioners show that they consider it by all means better for everybody concerned the trustees and the cestui que trust that the property should be sold to your petitioners at

the figures herein named rather than to other parties at a smaller figure that every endeavor having been made by the successive trustees of this estate in a long number of years to dispose of the said property without success it seems only right and proper under the peculiar circumstances of this case that the trustees should be allowed to buy the property for the price they offer for the same if better than can be obtained from other persons especially as they are the persons who would suffer by reason of their sureityship as aforesaid in the event of the property selling for less than the indebtedness for which they stand as surety to the said Bank.

C. A. Dubois.
Edwin D. Pusey
R. R. Magruder

In the matter of the Trust Estate of John R. and R. R. Magruder } No. 535 Equity
In the Circuit Court
for Anne Arundel County.

Report of Sale & Order Nisi Filed 8th May - 1901

The Report of Charles A. Dubois and Edwin D. Pusey, Trustees in this cause, respectfully shows:

That having given bond with approved security as appears by their former report filed in this case, and having advertised the property of this trust estate remaining in their hands undisposed of as required by the order of this Court passed on the 7th day of March, 1901, requiring the Trustees peremptorily to sell the said property sometime during the month of April, 1901, your said trustees in accordance with the said order of the Court advertised the said property for more than three weeks in the Evening Capital a newspaper published daily in Annapolis giving notice of the time, place, manner and terms of sale; and also by handbills which your trustees caused to be posted at various public places in the City of Annapolis by which said advertisements the said property was advertised to be sold at the Court House door in the City of Annapolis on Saturday the 20th day of April, 1901, commencing at the hour of 11 o'clock A. M., in all of which proceedings Mr. R. R. Magruder one of the trustees in this case participated, but the said R. R. Magruder did not appear at the sale on the 20th day of April, nevertheless your trustees Dubois and Pusey, pursuant to the authority vested in them by this Honorable Court, and pursuant to the said notices of sale appeared in person at the Court House door in the City of Annapolis on Saturday the 20th day of April, 1901 and then and there proceeded to offer the property for sale and sold the same as follows.

1st., Your trustees sold the two lots on Market Street in the City of Annapolis, each of the depth of 118 feet and each having a front of 23

feet 10½ inches and lying adjoining the property now occupied and owned by R. R. Magruder as a residence at and for the sum of Seven Hundred and Five Dollars, to a certain Shellman B. Brown, Samuel Brooke Jr., Daniel R. Randall, Charles A. Dubois and William M. Holladay, he being then and there the highest bidder therefor. That the said parties aforesaid have since been incorporated by the name and style of The Annapolis Land & Improvement Company of Anne Arundel County and that the said body corporate will file in this case a petition to be substituted as purchasers of the property in the place of the parties herein mentioned.

2nd. That Your Trustees then sold all of that block of property lying on College Creek extending back along the Shortline Railroad to the north side of the tracks of the said Railroad as described in paragraph 2 of the said advertisement and as laid down on the plats filed in this case, at and for the sum of Twelve Hundred and five dollars to the said Shellman B. Brown, Samuel Brooke, Jr., Daniel R. Randall, Charles A. Dubois and William M. Holladay, they being then and there the highest bidders therefor, and that the said parties aforesaid have since become incorporated by the name and style of The Annapolis Land & Improvement Company of Anne Arundel County, and that the said body corporate will file a petition in this case to be substituted as the purchaser of the said property in the place of the parties abovementioned.

3rd. That the trustees then sold all that block of land situate and lying on the South side of the tracks of the Shortline Railroad of irregular shape, and described in paragraph 3 of the said advertisement at and for the sum of Two Hundred and fifty dollars to Charles A. Dubois, Edwin D. Posey and R. R. Duncan as individuals and not as Trustees pursuant to the written bids for the said property submitted by the trustees in conformity to their petitions heretofore filed and asking for leave to buy in the said property for their protection as sureties on the notes in the Farmers National Bank of Annapolis and for the protection of which the deeds of trust in this case were executed, they being then and there the highest bidders therefor.

4th. And Your trustees then sold all those lots of ground situate just outside the City of Annapolis on the Spa Road fronting about 860 feet on said Road and more fully described by paragraph 4 of the said advertisement at and for the sum of Twelve Hundred and twenty-five dollars to Frederick J. Gelhaus, he being then and there the highest bidder therefor.

And Your trustees file with this Report a bill of the said sales whereon is endorsed a certificate of the several sales

hereinbefore reported under the hand and seal of Julian Brewer the Auditor in the said case.

Charles A. DuBois
Edwin D. Pusey
Trustees.

State of Maryland,
Anne Arundel County, to wit:

I Hereby certify that on this 6th day of May in the year nineteen hundred and one before me the subscriber a Dep. Clerk of the Circuit Court for Anne Arundel County personally appeared Charles A. DuBois and Edwin D. Pusey the within-named Trustees and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true as therein stated to the best of their knowledge and belief, and that said sale was fairly made.

Wm. Martin Brady
Dep. Clerk Cir. Ct. A. A. County.

In the matter of the Trust Estate of John R. and R. R. Magruder } No 535 Equity
In the Circuit Court
for Anne Arundel County.

Order Nisi.

Ordered this 8 day of May, 1901 that the within reported sale of the real estate of John R. and R. R. Magruder Trust Estate made and reported by Charles A. DuBois and Edwin D. Pusey, Trustees and this day reported to the Court, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of June 1901, provided a copy of this order be inserted in some newspaper printed and published in Anne Arundel County, once in each of three successive weeks before the 8th day of June 1901.

The Report states the amount of sales to be $3.385

Geo. Wells, Clerk.

June 11-1901.

I hereby certify that no exceptions have been filed to the ratification of the within reported sales.

Geo. Wells, Clerk.

Order. 13th June, 1901.

Ordered this 13th day of June, 1901, by the Circuit Court for Anne Arundel County, that the within reported sales be and they are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order

nisi; and the trustees are allowed the usual commissions and such expenses as they shall produce vouchers for to the Auditor to whom the case is hereby referred to state an account.

J. Thomas Jones.

Certificate Pub. Order Nisi, Filed 11 June 1901.

Annapolis, Md, June 9th 1901.

We hereby certify, That the annexed advertisement Order Nisi in the trust estate of John R. and R. R. Magruder, No. 535 Equity, was published in the Evening Capital a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, once a week for 3 successive weeks before the 8th day of June 1901, the first insertion appearing on 8th day of May 1901.

Wm. H. Abbott, Pub.

In the matter of the Trust Estate of John R. and R. R. Magruder. } No. 535 Equity
In the Circuit Court
for Anne Arundel County.

Petition of John B. Flood to be substituted purchaser. Filed 12 June 1901.

To the Honorable the Judges of said Court.

The petition of John B. Flood of Annapolis, Maryland, respectfully shows.

That on the 20th of April, 1901, the property of the Trust Estate of John R. and Richard R. Magruder mentioning mineral was offered at peremptory sale by the Trustees in this cause pursuant to an order of this Court.

That the said Trustees had filed a petition representing to the Court that they were sureties on the note of the said John R. and Richard R. Magruder in the Farmers National Bank and that for their benefit chiefly the deeds of trust in this case had been executed, and they prayed leave to become purchasers of the said property at public sale at certain figures mentioned in their petition in the event that no higher bid was obtained for the said property and that accordingly a small piece of the said property of irregular shape lying on the lake side of College Creek near the Shoreline depot was knocked down to the said trustees, C. A. Dubois, C. D. Pusey, and R. R. Magruder in their individual capacities at and for the sum of Two Hundred and fifty dollars.

That your petitioner is willing to give the sum of Two Hundred and fifty dollars for the said property and he prays to be substituted as the purchaser of the said property at the said price of two Hundred and fifty dollars.

All of which is respectfully submitted. John B. Flood

We hereby assent to the substitution of John B. Flood as the purchaser of the above described property at and for the sum of Two Hundred and fifty dollars, the same being the price at which it was knocked down to the undersigned at public promiptory sale thereof on 20th of April- 1901.

Charles A. DuBois
Edwin D. Tracey
R R Magruder

Order 13' June-1901.

Ordered by the Circuit Court for Anne Arundel County this 13th day of June 1901 upon the above petition and assent of the purchasers at public sale of said property that John B. Flood be and he is hereby substituted purchaser of the above mentioned property at and for the sum of Two Hundred and fifty dollars upon the same terms as specified in the advertisement of sale of April 20th 1901

J. Thomas Jones.

In the matter of the Trust Estate of John R. Magruder and R. R. Magruder

No. 535 Equity
In the Circuit Court
for
Anne Arundel County.

Petition of William H. Holladay et al to have Annapolis Land & Improvement Company substituted as purchaser. Filed 12' June 1901.

To the Honorable Judges of said Court

The petition of W. H. Holladay, Shellman B. Brown, Samuel Brooke Jr. Charles A. DuBois and Maurice R. Randall respectfully represent unto Your Honors.

First: That Your petitioners are reported in the Trustees report in this cause filed on the eighth day of May nineteen Hundred and one as the purchasers, through W. H. Holladay, agent, of two lots of land belonging to said estate and sold by the Trustees under decree of this Court on the twentieth day of April nineteen Hundred and one to wit:

Two lots on Market Street in the City of Annapolis, each of the depth of one hundred and eighteen feet, and a frontage on said street of twenty-three feet ten and one quarter inches, and also of all that tract of land lying on College Creek, extending back along the Short Line Railroad on the North side of the track of said Railroad as described in paragraph two of the Trustees advertisement of sale.

Second: That since said report of sale your petitioners have become incorporated under the General Laws of this State as a corporation under the name and entitle of the Annapolis Land

and Improvment Company which fact is noted in the said report of sale.

Third! That your petitioners are desirous that they be substituted in their corporate capacity as purchasers for the said two parcels and tracts of land, they therefor pray Your Honors to pass an order upon this their petition substituting the Annapolis Land and Improvement Company of Anne Arundel County as purchasers in the place and stead of your petitioners in their individual capacity.
And as in duty etc

W. Wm. Holladay
Shellman B. Brown
Saml Brooke Jr.
C. A. DuBois
Daniel R. Randall

The Annapolis Land and Improvement Company hereby assents to the passage of an order by the Court substituting the said Corporation as a purchaser for the within mentioned real estate.
As Witness the hand of Shellman B. Brown, President, and the Corporate seal of said corporation attested by its Secretary.
Attest: C. A. DuBois, Secretary, Annapolis Land & Improvment Co.. Corporate Seal. Shellman B. Brown Pres., Annapolis Land & Improvement Co..

We the undersigned Trustees of the estate of J. R. and R. R. Magruder hereby assent to the passage of an Order of Court as played it being understood by us at the time of sale that said Corporation was in fact purchaser of said real estate.

C. A. DuBois
Trustees. Edwin D. Piney

Order 19th June 1901

Ordered this 19th day of June; nineteen hundred and one upon the aforegoing petition of William W. Holladay, Shellman B. Brown, Samuel Brooke Jr., Charles A. DuBois and Daniel R. Randall, with the assent of the Annapolis Land and Improvement Company of Anne Arundel County, and of the Trustees of this estate that the Annapolis Land and Improvement Company of Anne Arundel County a Corporation, be and it is hereby substituted as purchaser for the two lots of ground on the west side of Market Street and for the tract of land lying to the North of the Short Line Railroad property, belonging to the Magruder Trust Estate, in the place and stead of the said Holladay, Brown, Brooke DuBois and Randall, the reported purchasers; and the Trustees are hereby directed upon payment of the purchase money

to execute their deed unto the said Corporation as substituted purchaser
J. Thomas Jones.

In the Case of
The Trust Estate of
John R. & Richard R. Magruder
} No 535 Equity
In the Circuit Court
for Anne Arundel County

Auditor's Report & Account. Filed 13 July 1911.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account wherein the Jays, Trustees Costs, Commissions and expenses are first allowed and then the balance is distributed in part payment of the only claim filed and a sum of $250 charged back to the Trustees for property sold and not paid for.

All of which is respectfully submitted

James W. Owens
Auditor

The Trust Estate of Jno. R. & R. B. Magruder in ac with

C. A. DuBois, E. D. Pusey & R. B. Magruder, Trustees 1901

Apl 20	To the Trustees for their Commission				$ 131	55	Apl 20	By sale of real estate to			
	" " " " Expenses viz:							Wm. Holladay et al	705	00	
	" Advertising Evening Capital		29	50				" " By second sale to same	1305	00	
	" " " Maryland Publishing Co		4	00				" " Sale to F. J. L. Gilhaus	1225	00	
	" Auctioneer Julian Brune		15	00				" " " DuBois, Pusey & Magruder	250	00	3385 00
	" Bill Posting H. C. Denison			75							
	" Survey Louis Green		5	00	54	25					
	" To the Trustees for their Costs of Court viz:										
	" Clerk Circuit Court		$ 8	95							
	" Auditor		18	00	26	95					
	" The Trustees for taxes viz:										
	" Annapolis City taxes J. R. R. Bal for 1900				46						
	" " " " J. R. & R. R. Co. " "		33	05							
	" State & County " " " 2nd Dist " "		11	56							
	" " " " J. R. & R. R. Co. 6th Dist " "		36	19							
	" " " " J. R. Co. " " " "		16	67	$ 98	23					
	" The Trustees this amount as credit for account of lot sold DuBois, Pusey and Magruder, Contra, which has been rejected by Jno. B. Wood substituted Farmers				250	00					
	" " The Farmers National Bank of Annapolis, on account of Note of Magruder, DuBois & Southgate				2824	02					
					3385	00					3385 00

Memorandum of Claim of Farmers National Bank

1901 May 1st Amount as per statement rendered $ 3094 46

By Amount Supra 2824 02

Balance $ 270 44

By this amount charged to the Trustees, Contra, represented by real estate reported as sold and then rejected $ 250 00

Order Nisi, July 20' 1901.

In the Circuit Court for Anne Arundel County.

Ordered by the Court this twentieth day of July, 1901, that the aforegoing Report and Account be ratified and confirmed as stated and reported by the Auditor, unless cause to the contrary be shown within 20 days of this date, provided a copy of this order be published in some newspaper published in Anne Arundel County at least once a week for two successive weeks during the said period of twenty days.

J. Thomas Jones

Certificate Pub. Order Nisi Filed 23' August 1901.

Annapolis Md, Aug 20' 1901.

We hereby certify, That the annexed advertisement, Order Nisi on Auditors Account in the Trust Estate of John R. and R. Magruder 535 Equity was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County once a week for two successive weeks before the 20th day of August, the first insertion appearing on the 20th day of July - 1901.

W. M. Abbott, Pub.

Final Order 23' Augt 1901.

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this 23d day of August, 1901, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

J. Thomas Jones

Hester Warfield,
Sophia C. Young and
William Young her husband Plffs.
vs.
William Davidge and
Martha Barnard Defts

In the Circuit Court
for
Anne Arundel County
In Equity

Bill of Complaint. Filed 14th July 1903.

To the Honorable the Judges of said Court.

The Bill of Complaint shows:

First: That one certain Catherine Miller late of Anne Arundel County and State of Maryland, was in her life time seized and possessed of a certain piece of Real Estate, situate on the North side of Bladen Street in the City of Annapolis, in said County and State as will appear by deed from Eliza Randall and others bearing date on the 27th day of December, A.D. 1861, and recorded in Liber W.H.G. No. 10 - folio 327. one of the Land Records of Anne Arundel County a certified copy of which said deed recorded as aforesaid is herewith filed and marked plaintiffs, Exhibit No. 1. and prayed to be taken as part of the Bill of Complaint.

Second: That the said Catherine Miller being so seized, departed this life intestate on or about the year eighteen hundred and seventy-nine and leaving surviving her a widower Henry Miller who survived her many years and departed this life intestate in or about the year 1885 and that the said Catherine Miller left the following children and descendants, to whom as her heirs at law, the piece of Real Estate has descended viz:

(1) James Forrester, a son, who intermarried with one certain Hester now Warfield both of whom were of full age resided in Baltimore City Maryland, but that the said James Forrester has long ago departed this life intestate, on or about the year 1884 and left a child, to be hereinafter to be mentioned, and that the said Hester is still residing in Baltimore City and said State.

(2) William Davidge, a son, now a widower, adult and over twenty-one years of age, residing in the City of Annapolis Anne Arundel and said State.

(3) Sophia C. Young a granddaughter and daughter of the said James Forrester a son of the said Catherine Miller and that the said Sophia C. Young intermarried with one William Young both of whom are of full age and over twenty-one years residing in said Baltimore City and State of (Md).

(Third) That the said real estate or piece of ground stated in the Plaintiffs Exhibit No. 1 cannot be divided without loss or injury and that it would be and is to the best advantage to all the parties interested or concerned to have the same sold by a decree of this Court and the proceeds thereof of such sale be divided in accordance to law, and distributed to those entitled.

Fourth. The plaintiffs (who are entitled) aver and charge that although all the parties to these proceedings being adults and over twenty-

ore years of age a sale cannot be agreably intered into for a sale without the intervention of this Honorable Court and also aver that there is no remote possibility of ever effecting either a sale or diversion of the said property amongst the parties justly entitled or interested or concerned in anyway whatsoever and therefore advised are entitled to the aid of this Honorable Court adjust their respective interest claims to the same.

Fifth. That Hester Warfield aforsaid hold, claims, dower, interest in the said estate set forth in the exhibit Marked plaintiffs Exhibit No.1- by reason the marriage, between her and the son of said Catherine Mullen the said James M Forester, but is willing to and ask a sale of the said premises by this Honorable Court in order the rights of the parties may be settled.

Sixth. That the plaintiffs further charges for a number of years (more than ten years) after the death of the said Catherine Mullen and Henry Mullen her husband the said William Davidage has received the rents profits and benefits from the said real estate and has utterly failed or account unto the plaintiffs especially so if the widow of said James Forester, Hester Warfield of any of the said rents, profits and benefits and the plaintiffs therefore aver and charge, they are entitled to enjoy the rents, issues and profits from the said real estate equally in proportion to its proceeds of such rents as have been received and collected by the said William Davidage, although demands upon the said Davidage from time to time made, he the said Davidage has refused and still do refuses to pay over or permit either the plaintiffs entitled to share or enjoy any part of the same at any time whatsoever.

Seventh. The plaintiffs (those entitled) charge that the said house and said real estate has been under rent at and for the sum to wit five dollars per month payable monthly, for over ten years poss. And that divers other benefits profits, during the said time which amount to wit: Five Hundred dollars received by the said William Davidage from time to time during any and claims of the plaintiffs to any part of the same.

Eighth. The plaintiffs further charge that the said William Davidage has incumbered his interest effected in such a way or manner and either assigned, sold or mortgaged his interest that it being so effected that they are advised that the defendant Martha Barraud is a necessary party, and in order to determined in what way or manner and the relation he sustaines to the said Martha Barraud as to his interest, they are further advised that in order that a clear and marketable title to the said property of said Catherine Mullen described in the plaintiffs exhibit No.1- may be had, they are entitled to a full and Complete disclosure of such relations as will reflect upon

the title to the same in order the purchase of any interest in the same may be protected and the parties interest, thereby be advance.
Sixth. That the plaintiffs further say that as yet no administration has been granted upon the estate of either of said Catherine Miller or Henry Miller, and that if such be granted pending these proceedings in order that claims against the respective decedents may be adjudicated and passed upon in these proceedings in order to save costs, and time is better that this Court to take jurisdiction over such claims as may be presented as aforsaid.
To the end therefore the plaintiffs will ever pray your Honors, That William Davidage defendant be compelled to render unto the plaintiffs (such as are entitled) a true and accurate statement of all and singular the several amount of rents or issues, profits, received from time to time from the said real estate set out and described in the Exhibit marked, Plaintiff's Exhibit No. 1. and to discover under oath and set forth the particulars of the said five hundred dollars or more or any part of the same that he has so received since the death of said Catherine Miller, or Henry Miller and of the incumberance charged in the Bill of Compland as to the kind and the character of the same and any parts of which will all any, relations which he bear or has with the defendant Martha Barnard touching the title of the property or interest which he may now have or that which he may have had and that he may answer under oath all of the matters and things charged in this Bill of Compland And that he may be decreed to pay over any and all such rents profits issues as he has received from the said property, or that in the event he cannot, that his interest be effected by all such rents &c so accrued, and made specific charge against the same in favor of the plaintiffs Hester Warfield and Sophia C. Young.
And the plaintiffs Hester Warfield and Sophia C. Young further pray that in case administration is granted upon the estates of Catherine Miller or Henry Miller pending these proceedings that such may permitted to be administered in these proceedings against either of said estate.
And that the plaintiff, Sophia C. Young, further prays that the real estate of said Catherine Miller shown in Exhibit No. 1, filed with the Bill of Compland may by a decree of this Court be sold and the proceeds distributed to the parties justly entitled to any part of such proceeds of the sale.
And the plaintiffs further pray that they may have such other and further relief there case and equity require.
May it please your Honors to grant unto them the writ of subpoena directed to the said William Davidage and Martha Barnard defendants residing in Annapolis Anne Arundel County Maryland, Commanding them and each of them be and appear in this Court on some certain day to be named therein and to appear and

answer the Bill of Complaint as prayed, and to abide by and perform such decree or ders as may be passed in the premises.
Against either of them.
And as in duty &c.

Geo. L. Pendleton
Solor for Plaintiffs

Pltffs, Exh No. 1 - Filed 14th July - 1903.

This Deed made this Twenty-seventh day of December in the year eighteen hundred and sixty-one, Between Eliza Randall, John R. Magruder, and Richard R. Magruder of the City of Annapolis, Anne Arundel County and State of Maryland, sole Executors of John Randall, late of the said City and County of the one part, (
Whereas the said John Randall in his life time about the year 1854, sold to the said Catherine Miller, a lot of ground in the City of Annapolis, situated on the North east side of Bladen Street in said City and fronting on said Street twenty-five feet with a depth of sixty-five feet running back to the lot now owned by John Hughes and adjoining on the one side, the lot now owned by Geo. King and formerly by Jas Legg and on the other, the lot which was conveyed by the said John Randall and wife to one Mary Cain by deed dated the 19th day of May 1860 and recorded in Liber H. H. G. No. 9 Folio-196, One of the Land Records of Anne Arundel County, and Whereas the said Catherine fully paid and satisfied to the said John Randall in his life time, the purchase money for said lot, but the said Randall died before executing a deed therefor to said Catherine and the parties of the first part are willing to execute these presents in order to vest the legal title to said lot in the said Catherine.
Now this Indenture witnesseth, that in consideration of the premises and the sum of five dollars in hand paid to the said parties of the first part, The said Catherine Miller, the receipt whereof is hereby acknowledged the said Eliza Randall, John R. Magruder and Richard R. Magruder hereby grant unto said Catherine Miller all the aforesaid lot of ground hereinbefore described and sold by the said John Randall in his life time to the said Catherine Miller.
In Testimony whereof the said parties of the first part have hereunto set their hands and seals the day and year hereinbefore written.

Test as to John R. Magruder
and R. R. Magruder,
Beverly Wells

Eliza Randall (Seal)
John R. Magruder (Seal)
Richard R. Magruder (Seal)

Avon M. Taylor as to
Eliza Randall

State of Maryland,
Anne Arundel County, Sct.

I Hereby certify, that on this 27th day of December in the year

eighteen hundred and sixty-one before me the subscriber a justice of the peace of the State of Maryland, in and for Anne Arundel County personally appeared Eliza Randall, John R. Magruder and Richard R. Magruder, and each acknowledged the aforegoing to be their respective act.

Owen M. Taylor J.P.

Recorded the 31 day December 1861.

State of Maryland,

Anne Arundel County, Sct.

I hereby certify that the aforegoing is truly taken and copied from Liber M.H.G. No. 10 folio 327 &c one of the Land Records for Anne Arundel County.

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 10th day of July A.D. 1903.

Geo Wells, Clerk

Summons issued as prayed. Summond as to Wm. Savage and Non est as to Martha Barnard.

Geo. Thos. Beasley Sheriff

Hester Warfield et al
vs
William Savidge, et al

No 2547 Equity
In the Circuit Court
for Anne Arundel County.

Petition of Martha Barnard to require payment of Costs. Filed 30 July 1903. (See papers)

Hester Warfield et al
vs.
William Savidge et al

No. 2547 Equity
Circuit Court for
Anne Arundel County.

Answer of Hester Warfield, Sophia C. Young and William Young. Filed 17 August 1903.

To the Honorable Court.

Hester Warfield, Sophia Catherine Young, and William Young her husband say,

First: That are known by no other name other that the above stated and reside at No. 627 George Street Baltimore City and State of Maryland.

Second. That they engaged and employed their Attorney and Solicitor on or about the 8th day of July 1903, Geo. L. Pendleton and agreed in writing fixing the Compensation for his services in these proceedings.

Third. That they are in no way whatsoever connected with any suit or claim in the Circuit Court for Anne Arundel County other than these proceedings.

Fourth: That they have not received any consideration directly or

inarretly for their respective interests nor have they any time conveyed any part of their respective rights to anyone by deed or other writing whatsoever since the death of said Catherine Miller,

Fifth. That they respectfully demand all and singular the claims in and to the said property and in the event of sale they demand that all and singular their claims to be paid them in proper person and not otherwise upon an order passed.

Sixth. That the said Sophia C. Young now and at all times bring an lien at law of the said Catherine Miller deny the claim of Martha Barnard in manner claimed by her because she has never received any money or other thing of value for her interest in the property, and that the said Hester Warfield claims dower interest in and to the share of James Forrester her former husband.

And she is now a widow of her late husband, Adam Warfield, deceased. To these therefore, They most respectfully submit their claims to the consideration of this Honorable Court according to the practice in such case made and provided in law and Equity, and therefor pray the protection of this Court of all their claims and interests.

And in duty bound &c.

Test by. as to Hester Warfield x
John R. Hooper
John R. Hooper

Hester (her) x Warfield
Sophia (wife of) Catherine Young
William Young

State of Maryland
Baltimore City Sct.

I hereby certify that on this 15th day of August, A.D. 1903 before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City personally appeared Hester Warfield, Sophia C. Young and William Young, and made oath in due form of law and stated that the matters and things, set forth are true to the best of knowledge and belief.

Witness my hand and Notarial Seal

Notary's seal

John R. Hooper
Notary Public

Hester Warfield et al
vs.
William Davidge et al

No. 2047 Equity
Circuit Court for
Anne Arundel County.

Answer of Geo L. Pendleton, Filed 17 August 1903

To the Honorable Court.

The Answer of Geo L. Pendleton Solicitor respectfully shows.

That in obedience to the order passed he says no time has he withheld such information from the petitioner or her attorney, but would have been glad to have imparted such proper information as is desired had he been asked.

2. That respondent cannot admit or deny the title represented by the petitioner as claimed by her and that the same would if admitted by him would be a matter which is capable of proof and that the relation of client and attorney would be infringed and the same would be a forced confession from him and improper.

3. That the parties in this cause are in no way the same parties in No. 2507 Equity and that the defendant Davidage well knows as well as James H. O'Connor knows and the entire information lies in the knowledge of the said Connor the attorney for the petitioner, and that as to the confessed statement unpleasant to this respondent regarding certain and numerous heirs at law from West Virginia is wholly unfounded and is traceable to the said Davidage who made such statements just before the institution of this just before the institution of this case, and that the said Connor approached one certain John Horton whose conversation had to the identity the distinction between the party Bessie named as plaintiff solicitor in No. 2507 Equity and that through and by said Horton the said Connor acting as attorney of the petitioner having these facts as to the plaintiffs as being the only true and legal heirs of Catherine Miller all of which facts were gained after the suit in No. 2507 Equity and before he files for the petitioner the answer in said case with that particular view and he for the said petitioner instituted a demurrer to the said Bill which was sustained and now on the account of the prayers of the Bill of Complaint in this cause which required the said Davidage to disclose the particular relation with the petitioner as to the title and to answer fully the said Bill under oath these proceedings are instituted with a view to defeat and to discourage these parties and that some time before the death of the said Catherine Miller the said Davidage was found falsely claiming this particular property, and that on the account of such false swearing, to the effect that he owned the property and that he was at the time the only heir at law of the said Catherine Miller who was then living the said Davidage was charged with perjury and that the said Connor has clearly confessed that James Forrester was a child of the said Catherine Miller and stated fully the circumstances as to the charge of perjury made against the said Davidage and said on that statement he expected to offer into evidence of said Catherine Miller as regard to the arrest the charge of perjury and the circumstances as evidence of the fact that the said Catherine Miller had only one child, who was Davidage this respondent therefore charges that the petitioner purchased the property upon the continued false and fraudulent representations made and held out by the said Davidage from the time of his arrest to the passing of the title by the said Connor for the petitioner in manner stated in the petition and that to prevent a perfect

and full disclosure of the title, and the falsity of the statements of said Davidage and the loss of such money advance to him together with the true identity and the destruction of the two persons of Bessie and Sophia these extraneous proceedings are asked upon allegations of the petition of Martha Barnard upon the expectation that these proceedings were falsely instituted and that the particular residence could not be ascertained.

4. That this respondent further shows that each of the two case court, No. 2507 Equity, and in this cause the facts were represented to him in the manner represented and that the first case after a very recent decision of the Court of Appeals of Maryland he had no knowledge at the time he could not do other than to discontinue the case in No 2507 Equity and before the institution of this cause, the order passed June 30th 1903 was the only thing which governed his action together with the facts and the failure to effect the sale without a suit and in good faith and with no intention he instituted these proceedings as instituted.

5. That the costs in No 2507 Equity ought not be charged against the parties in these proceedings as claimed and that he has been assured the payment and would have done so, but for the fact of his clients are now in New York City at work and that if allowed he is willing to assume the absolute responsibility of the same in order that these proceedings may not be delayed.

6 That the said Davidage has been visiting people who knows the whereabouts of the plaintiffs and have been asked to call to see them and for some reason of his own he has declared and claims that he does not know even where they live when at the same time this respondent believes that he knows even more but withholds the same for no other purpose than to deceive and to protect the petitioner in the matter of the title claimed by him to the property.

7 That this respondent called for the first time to see the plaintiffs who are residing at No. 627 Scott Street in the City of Baltimore and State of Maryland and that no other residence is known to him

8 That the claim or statement of the heir or supposed heirs from West Virginia is without any foundation and he is assured that no such heirs has or will ever attempt to claim part of the property.

9. That if such proceedings are involved as is suggested in the said petition would greatly delay the plaintiffs which the same is in no way needed. Suit is useless for any purpose.

He feels that he having answered all of the facts as fully as he may be allowed he therefor prays this Court consideration on his behalf, and without harshness to anyone.

Most respectfully submitted

Geo. L. Pendleton
Solr for Pltff.

Sworn to by Geo. L. Pendleton this 17th. day of August A.D. 1903, before me a deputy clerk of the Circuit Court for Anne Arundel County
Wm. H. Woodward
Deputy Clerk

Hester Warfield et al
vs.
Wm. Davidge et al

No. 2547 Equity
Circuit Court for
Anne Arundel County.

Petition of Hester Warfield to be made defendant
Filed 17 August 1903.

To the Honorable Court.

Hester Warfield widow of James Forrester deceased respectfully represents to be made defendant in these proceedings in order that her right may be determined.

Respectfully submitted
Test: John R. Hooper
Hester (her) X (mark) Warfield

State of Maryland
Baltimore City, Sct.

I Hereby certify that before me this 15th. day of August A.D. 1903, A Notary Public of the State of Maryland in and for Baltimore City personally appeared Hester Warfield and made oath in due form of law that the matters and things set forth in the aforegoing are true.

Witness my hand and Notarial Seal.

(Notary seal)
John R. Hooper.
Notary Public

The petitioner further states in addition to the above facts in this petition that her rights being that if the dower in the property in these proceedings and as such she is advised that she has no right as plaintiff to ask or demand partition or sale of her rights in the property and therefore prays, that she may be stricken out as plaintiff and that she may be made party defendant in these proceedings.

Geo. L. Pendleton Solicitor
for petitioner.

Order 3 Octo. 1903.

Ordered this 3 day of October A.D. 1903 by the Circuit Court for Anne Arundel County in Equity upon the aforegoing petition that the name of Hester Warfield be stricken out as plaintiff and that she be made a party defendant in this cause, and be permitted

to answer Especially in as much as the said Martha Barnard in her answer dated 22 Sept 1903 and that she Hester Warfield is entitled to dower & has no right to ask for a sale of the property mentioned, the Court however by this order not meaning in the smallest degree to intimate that is entitled to dower, that being a matter of proof the answer of the said Martha bears date the 15th August 1903 but directs & orders that although filed this day by permission of the Court it shall have the same effect as bearing this date.

Jas Revell

Hester Warfield, et al
vs.
William Davidge, et al

No. 2547 Equity
In the Circuit Court
for Anne Arundel County.

Answer of Martha Barnard, Filed 22 Sept 1903.

To the Honorable, the Judges of said Court.

The Separate Answer of Martha Barnard to the Bill of Complaint in this case exhibited against her and William Davidge respectfully shows:

1st She admits the allegations of the 1st Paragraph of the Bill.

2nd She admits the allegations of the 2nd paragraph of the Bill so far as concerns the death of the said Catherine Whelen, intestate and the death of her surviving widower, Henry Whelen, Sr. intestate, & she admits that the said Catherine Whelen was the mother of James Forrester named in the Second paragraph of the said Bill and she neither admits nor denies the marriage of the said Forrester with the person in said paragraph 2 of the Bill called Hester, now Warfield, and she admits the death of the said James Forrester but denies that he left any child or widow or descendant of a child, who has any interest in the property mentioned in these proceedings. She admits that the said William Davidge, defendant of this respondent was a son of the said Catherine Whelen and that the said Davidge is over twenty one years of age is now living at the City of Annapolis, Maryland, but she denies that the said Davidge has any interest whatever in the property mentioned in these proceedings.

She denies that Sophia C. Young named in the said second paragraph of the said Bill is a granddaughter of the said Catherine Whelen and a daughter of the said James Forrester, and she neither admits nor denies that the said Sophia C. Young has intermarried with William Young having no knowledge of their existence or of their age or place of residence.

3rd She admits that the property mentioned in these proceedings is not susceptible of partition, but she denies that the plaintiffs are entitled to have any sale or partition of

the property having no interest therein.
4th She denies that the parties mentioned in the 4th paragraph are entitled to relief therein specified having no interest in the property mentioned in these proceedings.
5th She denies that Hester Warfield mentioned in the 5th paragraph of the Bill is entitled to any dower interest in the land mentioned in these proceedings and that she has no right or power to consent or ask for a sale of the property mentioned in these proceedings free from her dower right therein.
6th She admits that the said William Davidge has been in possession of the property mentioned in these proceedings since the death of his mother, Catherine Bullen, and her surviving husband, Henry Bullen, and that he has received the rents issues and profits thereof up to the day of the sale of the said property by the said Davidge to this respondent, and she admits that the said Davidge has never accounted for any share of the said rents and profits with the said James Forrester or Hester Warfield and avers that no demand was ever made upon him therefor by said James Forrester or Hester Warfield or either of them or any person for them, and she denies that the said Forrester and said Hester Warfield ever had or have now any interest in the said property or in the rents or profits, or are entitled to have and demand any interest therein or any accounting thereof, and she denies that the said Davidge has ever refused to pay over the share of the said rents and profits to the parties aforesaid or to either of them or to permit the parties aforesaid or either of them to enjoy the said property, and that any demand at any time has ever been made by said parties or either of them upon said Davidge or any other person for any accounting or for any participation in the same.
7th. This respondent neither admits nor denies that the house has been under rent at $5 per month for over ten years having no knowledge thereon, but denies that the plaintiffs or either of them have any interest therein.
8th This respondent denies that the said William Davidge has encumbered his interest in the said property but shows that the said Davidge did heretofore borrow a certain sum of money upon a Mortgage of the said property which said mortgage has been extinguished, and that all the right, title, interest and estate of the said Davidge in the said property has been conveyed by the said Davidge to this respondent Martha Barnard by deed duly executed, acknowledged and recorded among the Land Records of Anne Arundel County, and that the fee simple title to the whole of the said property is now vested in this respondent, and that there is no relation of any kind between this respondent and the

said William Davidge whereby the property of this respondent is in any way charged or to be charged in favor of the said Davidge and not knowing what the plaintiff means by his prayer for a full and complete disclosure of such relations between this respondent and the said Davidge, as to his interest in the property mentioned in these proceeding this respondent is unable further to answer the said 8th paragraph in reference thereto except to say as hereinbefore stated that there are no relations of any kind between this respondent and the said Davidge that in any manner affects the title to this property mentioned in these proceedings

9th. This respondent neither admits nor denies that no administration has been granted upon the estate of the said Catherine Miller or Henry Miller, and denies that the plaintiffs have any interest therein and denies that any such administration is necessary in the present circumstances of the case and denies that the plaintiffs have any right to ask that administration be granted or that any notice be given to the creditors of the said Catherine Miller to file their claims against the property mentioned in these proceedings.

10th. Further answering the Bill of Complaint in this case this respondent shows that Catherine Miller departed this life intestate seized and possessed of the property mentioned in these proceedings and leaving only one child her heir at law, to wit William Davidge, the co-defendant of this respondent, and also leaving surviving her husband, Henry Miller, who has long since departed this life, and that upon his death the fee simple title to the property mentioned in these proceedings became vested in the said William Davidge. That the said William Davidge subsequently sold and conveyed the said property to this respondent who is now and for several months past has been the sole owner in fee of the property mentioned in these proceedings, and that the plaintiffs have no interest whatever in the said property and are not entitled to any relief in the premises.

And having fully answered the said Bill of Complaint this defendant prays to be hence dismissed with her reasonable costs, etc

James M. Hynes
Solr for dft.

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this 23rd day of September in the year nineteen hundred and three before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared Martha Barrand, and made oath in due form of law

that the matters and things stated in the aforegoing Answer are true as therein stated to the best of her knowledge and belief
Witness my hand and Notarial Seal

Notary's seal

Hannis S. Stockett
Notary Public

Deed- Filed 4 June 1904, as of 22 Sept. 1902 per agreement.

This Deed, made this eighth day of December in the year nineteen hundred and two by William Eldridge, widower, party of the first part, and Martha A. Barrand of the second part, both of Annapolis Maryland, Witnesseth:

That for and in consideration of the sum of One Hundred and thirty-five dollars, paid by the party of the second part for and on account of the party of the second part for and on account of the party of the first part, and divers other good and valuable considerations him thereto moving the party of the first part has bargained and sold and by these presents does grant and convey unto the party of the second part all that lot of ground situate on Bladen Street in Annapolis, Maryland, which is described in a deed thereof from Eliza Randall to Catherine O'Neill dated December 27th 1861 and recorded among the Land Records of Anne Arundel County in Libro W. H. G. No. 10 folio 337, fronting on said Bladen Street twenty-five feet and having a depth of sixty-five feet, and being the same property which the said Catherine O'Neill died seized and possessed of, intestate and which descended to the said William Eldridge her only child and heir at law, which said property was afterwards conveyed by the said William Eldridge to Martha A. Eldridge, his wife, and upon the death of the said Martha A. Eldridge was re-conveyed to William Eldridge, party of the first part.

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

To Have and To Hold the above described premises unto and to the proper use and benefit of the said Martha A. Barrand, her heirs and assigns in fee simple forever.

Witness my hand and seal

Test: James H. Munroe
Hannis S. Stockett

William his mark Eldridge (Seal)

State of Maryland,
Anne Arundel County, to wit:

I hereby certify that on this eighth day of December in the year nineteen hundred and two before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared William Eldridge and acknowledged

cdord the aforegoing deed to be his act and deed.
Witness my hand and Notarial seal.

Notary's seal

Hannie S. Stockett
Notary Public

Hester Warfield et al
vs.
William Davidge et al

No. 2547 Equity
In the Circuit Court
for Anne Arundel County.

Answer of Wm. Davidge Filed 1st October 1903.

To the Honorable, the Judges of said Court.

The Answer of William Davidge in this case exhibited against him and Martha Barnard by bill of Complaint respectfully shows That your respondent disclaims all right, title and interest in the property mentioned in said Bill of Complaint, that on or about October 8th in the year nineteen hundred and three, that all right title, interest and estate of your respondent in the said property was conveyed by your respondent to Martha Barnard one of the defendants to said Bill of Complaint by deed duly executed acknowledged and recorded among the Land Records of Anne Arundel County.

2nd That your respondent having answered by disclaimer he begs leave to be dismissed from the proceeding with proper cost. And in duty bound &c.,

Test:
Hannie S. Stockett

William X Davidge
his mark

State of Maryland,
Anne Arundel County, to wit:

I hereby certify, that on this 1st day of October in the year nineteen hundred and three before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared William Davidge and made oath in due form of law that the matters and things stated in the aforegoing Answer are true as therein stated.

Notary's seal

Hannie S. Stockett
Notary Public

Hester Warfield et al
vs.
Wm. Davidge et al

No. 2547 Equity
Circuit Court for
Anne Arundel County.

Answer of Hester Warfield widow of Jas. Forrester, Filed 3rd Oct 1903.

To the Honorable Court.

The Answer of Hester Warfield to the Bill of Complaint in this Court exhibited against her humbly shows.

1. That Hester A. Butler now Warfield was duly married to

James Forrester the 29th day of November in the year A.D. 1855 as will appear by a duly certified copy of Marriage License between her and said James Forrester which is herewith filed marked defendants Exhibit H. W. No. 1. which is prayed to be taken as part of this her answer desired to be filed in the above entitled cause.

2. That she claims dower in the real estate of James Forrester in these proceedings mentioned in the plaintiffs Exhibit No. 1 and therefore consents to a decree for sale of the same and her proportion by way of her claim as dower interest therein be paid over to her from the proceedings of the sale thereof.

Witnessed by John R. Hooper } Hester (her x mark) Warfield.
627 Druid Hill Ave. Baltimore, Md.

State of Maryland,
Baltimore City Sct,

I hereby certify that on this 1st day of August, A.D. 1903 before me the subscriber a Notary Public of the State of Maryland, Baltimore City, personally appeared before me Hester Warfield and made oath in due form of law that the matters and things set forth in the aforegoing are true.

Witness my hand and notarial seal

Notary Seal John R. Hooper
Notary Public

Defendants, Ex. H. W. No. 1 - Filed 3 Aug 1903.

The State of Maryland
Baltimore City, Sct.,

I hereby certify to all whom it doth or may concern That on the 29th day of November, in the year of our Lord one thousand eight hundred and fifty-five, a license, issued from the Office of the Clerk of the Court of Common Pleas for Baltimore City directed to the Reverend or any other person qualified by law, to celebrate the Rites of Marriage between a certain James Forrester (colored) and Hester A. Butler (colored) of Baltimore City, according to Law: there appearing to him no lawful cause or just impediment by reason of any consanguinity or affinity to hinder the same, as by the records of said Court appear which records are now in my keeping.

In Testimony Whereof, I hereto subscribe my name and affix the seal of the said Court, this 5th day of August 1903.

Seal James H. Livingston
Clerk of the Court of
Common Pleas

Hester Warfield et al
vs
Wm. Davidge et al

No 2547 Equity
Circuit Court for
Anne Arundel County.

Replication and petition for leave to take testimony. Filed 1st October 1903.

To the Honorable Court.

The petition of Sophia C. Young, Plaintiff, respectfully shows.

(1). That this cause being at issue and ready to take testimony to establish these pleadings &c, and therefore prays an order to take testimony to establish the allegations of the Bill of Compland

(2) The Plaintiff joins issue on the matters (and things) alleged in the separate answers of Martha Barnard and William Davidge so far as the same may be taken to deny or avoid the allegations of the Bill.

And in duty bound &c.

Geo. L. Pendleton
Solr for Plff

Hester Warfield et al
vs.
Wm. Davidge et al

No 2547 Equity
Circuit Court for
Anne Arundel County.

~~Replication and petition for leave to take testimony. Filed 1st October 1903.~~

Order 3rd October 1903.

Ordered this 3rd day of October A. D. 1903 by the Circuit Court for Anne Arundel County upon the aforegoing petition &c that leave be and the same is hereby granted to the parties take testimony upon three days notice to the adverse party, such testimony to be used at the final hearing of this case

Jas. Revell.

Subpoenas issued as prayed. Non est as to Celeste Miller, and summond as to the others.

Samuel B. Hardy. Sheriff

Subpoenas issued as prayed, Non est as to Celeste Miller, and summoned as to Chas. Davidge, Ellen Parker, Wm Davidge & John Horton.

Saml B. Hardy Sheriff

Hester Warfield et al
vs.
William Havridge et al

Circuit Court for
Anne Arundel County
No. 2547 Equity

Testimony - Filed 20' February 1904

The Examiner, in accordance with an order of the Court passed on the 3' October 1903 and filed in this cause having served notice on the solicitors and the witnesses being duly summoned to appear proceeded to take testimony, and in pursuance thereof attended at his office in the City of Annapolis on the 13' October 1903 and divers other days when the following testimony was taken to wit:

Elizabeth Smith a witness of lawful age produced on behalf of the Plaintiffs duly sworn deposes and says.

1Q. State your name occupation and residence?
1A. Elizabeth Smith. My residence is Acton Lane # 70, Occupation general housework.
2Q. Do you know the parties to the suit?
2A. I do.
3Q. Were you acquainted with Katherine Miller when she was a former resident of Annapolis?
3A. I was.
4Q. State who she is and that she lived in Annapolis as far as you know?
4A. Katherine Miller my first knowledge of her name was Katherine Forrester.
5Q. Is she living or dead?
5A. She is dead.
6Q. Do you know what property she owned if any in the city of Annapolis?
6A. I do. I know that she owned a little bit of ground around by the Short Line R. R. a house and lot.
7Q. Is that property joining the Short Line R.R.?
7A. I cannot say whether it is joining or not but I know it is around there. The plaintiffs both filed an exhibit marked plaintiffs exhibit #1 filed with the bill of complaint on the 14th day of July 1903.
1Q. Do you know whether or not she left a will?
1A. I did not know whether she left a will or not.
2Q. Were you present at her funeral?
2A. I saw her funeral and I saw her after she was dead.
3Q. Do you know how many children that Katherine Miller had and if so state their names as far as you know?
3A. I know James Forrester and a little boy she lost I do not know his name and William Havridge.
4Q. About what was the age of the child you spoke of having been lost?
4A. Three or four years of age.

Q. Do you know whether or not any of the children are now living of Katherine Forrester?
A. I know that William is living, James is dead all dead except William
Q. Were you well acquainted with James Forrester?
A. Perfectly well acquainted.
Q. State where to your knowledge was he before coming to Annapolis in his early youth?
A. Before coming to Annapolis he was in the country with a relative of his mother's named Blackston and he was taken from the country and placed with Wm. Blackston to learn the barber trade
Q. Did you know him before he entered into that trade?
A. I knew him all the time.
Q. Did you ever see him come to Annapolis after he left and follow his trade before his death?
A. I did.
Q. State when and where you saw him?
A. I cannot say when and where ~~you saw him~~? but he came to Annapolis very often and after he married in Baltimore he came to Annapolis to see his mother and came with his wife and child.
Q. How old was the child when he came to Annapolis?
A. One year.
Q. How do you fix the age of that child you now speak of?
A. By my own.
Q. What child is it?
A. She is dead now her name is Matilda:
Q. How old was Matilda when she died?
A. Matilda is forty-seven years of age.
Q. How were Forrester and his wife received?
A. They were received as man and wife, and received into society as such. I have often met his associations in society.
Q. Was that since you saw them now her with the little child You describe?
A. I have seen him once since then.
Q. Do you know James Forrester's wife?
A. I do.
Q. Will you look around the room and see if you see James Forrester's wife?
A. Yes I do and that was his wife and was represented since his marriage.
Q. When did you see her?
A. This morning and I have not seen her for over ten or twelve years.
Q. Is this the one you saw with the child?
A. Yes that is the woman, & he brought the child to my house.
Q. Where were you then living?

21 A. Acton Lane and West Street.
22 Q. Do you know James Forrester's relatives his father or his mother?
22 A. Of course I know his mother, I know his father.
23 Q. Do you know where James Forrester's father is buried if he is dead?
23 A. He is buried in St. Ann's Cemetery and he is not buried far from where my father is buried.
24 Q. You do not know where James Forrester is buried?
24 A. I do not.
25 Q. Do you know the property Kitty Miller owned can you describe it and what does it consist of?
25 A. A small house and lot.
26 Q. When did you see it last?
26 A. About two weeks ago.
27 Q. Is the property susceptable to a division in your judgment?
27 A. I do not think it is.
28 Q. Can it be divided without loss to the parties interested?
28 A. I cannot tell exactly.
29 Q. You are not experienced in the valuation of property?
29 A. Property is going up in Annapolis considerably. At one time it would not be worth 200 now it may be worth $500.
30 Q. Can you fix the value of this piece of property?
30 A. About $500.
1 Q. You know nothing of the James Forrester marriage?
1 A. I do not. I was not present at the marriage.
2 Q. You only know that they passed as man and wife in this community.
2 A. Yes.
3 Q. How long has it been since you seen them here?
3 A. A number of years
4 Q. How long has James Forrester been dead?
4 A. I cannot say exactly.
5 Q. About how many years?
5 A. Over twenty.
6 Q. When was Katharine Miller married?
6 A. That I do not know. It was beyond my recollection because Forrester if he was living would be twenty two years of age.
7 Q. Did they live together as man and wife?
7 A. When I knew them?
8 Q. Where?
8 A. In the County.
9 Q. Who was Katherine Miller's first husband?
9 A. Forrester.
10 Q. Was Katharine a free woman or a slave?
10 A. Free all the time I knew her.
11 Q. Was she married to Forrester when she was a free woman?
11 A. I do not know.

12Q. Will can you give us some idea of the time you knew of Katharine Forrester and her husband living together?
12A. Well I was quite young and Forrester was her first child and he being seventy-two years old and I being seventy-two I could not recollect. When I knew her at all she was Katharine Forrester and I knew her from that time up to the time of her death.
13Q. Who was her second husband?
13A. Lovedge.
14Q. Do you know of their marriage?
15A. I know they were living together as man and wife.
16Q. Who was her third husband
16A. Henry Miller.
17Q. Do you know of them marriage?
17A. Yes Sir.
18Q. Were you present at them marriage?
18A. I was not.
19Q. Do you know of the marriage of Katharine Miller to her husband? Do you know anything of the marriage of her other husband Lovedge?
19A. No.
20Q. How old were you when Forrester the first husband of Katharine died?
20A. About twelve or fourteen years.
21Q. Then they were probably married before you was born?
21A. I did not say that. I say James Forrester their first child was to be seventy two years of age and I said I do not know of their marriage.
22Q. What was Katharine's husband named?
22A. His name was James Forrester and his son was named after him.
23Q. His son James Forrester married whom?
23A. That woman that was represented to be his wife.
24Q. What was her name before she was married?
24A. Hester Butler.
25Q. How long after the marriage of Hester Butler and James Forrester did you know of their marriage?
25A. From the time they got married upto the present.
26Q. And what was the name of their first child?
26A. The name of her first child was Sophia.
27Q. Where was Sophia born?
27A. In Baltimore City.
28Q. Did they live in Annapolis?
28A. Not to my knowledge.
29Q. How often did you see them here?
29A. Often.
30Q. Then Katharine Miller was a grandmother of Sophia, but you know nothing of the marriage to James Forrester except

that they were presented to be man and wife.
30 A. Yes Sir.
Do you know and can you state of any other matter that may be of interest to the parties in this suit?
I think that I have stated all that I know.
Signature waived

Hester Wayfield witness of lawful age produced on behalf of the plaintiffs duly sworn deposed and says.
1Q. State your name occupation and residence?
1A. Hester Wayfield 627 George Street Baltimore I keep house.
2Q. Do you knbow the parties to this suit?
2A. I do.
3Q. Do you know Mrs. Smith of whom it has been testified duly by the preceding witness?
3A. I do.
4Q. Were you present when she testified?
4A. I was.
5Q. Do you know Katherine Miller and if so when did you become acquainted with her?
5A. Not until I was married.
6Q. Where was she then living?
6A. At Mrs. Greene's.
7Q. Can you state the date of your marriage?
7A. Not exactly.
8Q. Did the clerks of Court issue licenses for marriages at the time or about the time you were married?
8A. Yes Sir.
9Q. Do you know whether or not a license was issued to you and James Forrester at the time of your marriage as previously stated?
Defendants solicitor objects to this question and the proof to be introduced is intestifible and calls for the production of the license or a certificate of its issuance.
9A. They were issued to me.
10Q. Did you apply to the clerk of Common Pleas for a license of marriage to Forrester?
10A. I did.
11Q. Did he give you any such piece of paper or did the clerk give you a certificate?
11A. Yes Sir.
Plaintiffs solicitor here files certificate of issuance of marriage license dated the 29th day of November 1855 to James Forrester colored and Hester E. Butler colored. Issued on the fifth day of August 1903 James W. Livingston.
1. Q. Where when and by whom were you married?

1A. By the Rev. Forster on the 29th of November 1855 in Baltimore City.
2Q. Do you know any of the witnesses that were present on that occasion?
2A. Yes Sir, Mrs. Lena Clark, Mrs. Adele Jackson Rev. Grafton Keys.
3.Q. Are they all living?
3A. Yes Sir.
4Q. Will you please state where do they live?
4A. They all live in Baltimore.
5Q. Do you know how many children that Katherine Mullen whom it was testified had?
5A. Two James Forester and William Savidge.
6Q. Are they living or dead?
6A. Only one living Savage
7.Q. Who was James Forester's mother?
7.A. Katherine Mullen.
8Q. Is Savage as far as you know James Forester's brother?
8A. Half brother.
9Q. Is James Forester now living or dead.?
9A. Dead.
10.Q. Were you present at his funeral
10A. Yes.
11Q. State who else was present as far as you know?
11A. The Rev. Walker Allen and Mrs. Butler.
12Q. Have you any children yourself living?
12A. Yes Sir one.
13Q. Was that child present at the funeral?
13A. Yes Sir.
14Q. Where did that funeral take place?
14A. On Hobbs Street Baltimore City.
15Q. How many times have you been married?
15A. Twice.
16Q. Who was your first husband?
16A. James Forrester.
17Q. Were there any children born to you by reason of the marriage of you and James Forrester?
17A. Two.
18.Q. Are any of them dead?
18A. None
19.Q. So that leaves our living?
19.A. Yes Sir.
20Q. Did you hear Mrs. Smith just left the witness stand testify as to James Forrester and his wife coming to Annapolis and having a little child about a year or so old in their arms?
20.A. Did.
21Q. Were you the person at that time she saw with James Forester.
21A. I was.

22 Q. Were you married at that time to James Forrester?
22 A. Yes Sir.
23 Q. Did you have any conversation with her at that time?
23 A. Yes Sir.
24 Q. Are you acquainted with her previous to this day?
24 A. I am.
25 Q. When did you meet her and about how often?
25 A. I met her quite often.
26 Q. Where did you stay when you come to Annapolis?
26 A. On Bladen Street.
27 Q. Was that the property of Katherine Miller at the time?
27 A. It was.
28 Q. How long did you stay on these trips as you came to Annapolis?
28 A. Generally a month.
29 Q. Whom did you see at the house on these occasions?
29 A. Mrs. Miller and Mrs. Savage her first husband and William Savage.
30 Q. Did you come to Annapolis before the death of Katherine Miller?
30 A. I did not.
31 Q. Did you come to Annapolis after your marriage and visit Katherine Miller?
31 A. I did.
32 Q. Was she then living on the property described in these proceedings?
32 A. She was.
33 Q. Do you know where about it is located at present?
33 A. On Bladen Street in the City of Annapolis.
34 Q. Did James Forrester have any wife?
34 A. He did not.
35 Q. You have never applied for any letters of administration after his death?
35 A. I have not.
36 Q. How long have you been living in Baltimore City?
36 A. I was born there.
37 Q. About how old are you?
37 A. Seventy.
38 Q. Do you know whether or not your daughter Sophia C. Young is married or single?
38 A. I do she is married.
39 Q. Who is her husband?
39 A. William Young.
40 Q. Is he present in the room?
40 A. He is.
41 Q. About how old is your daughter?
41 A. About forty.
42 Q. And this is James Forrester's child and I understand from that James Forrester is a half brother to William Savage?
42 A. Yes Sir.

43 Q. Were you or she not always recived by the family of Katherine Bruce and recognized since by the family of Katherine Bullett and her children?
43 A. I have been up to her death.
44. Q. Who occupies the property now as far as you know?
44 A. William Savage.
45 Q. How long has he been occupying the property?
45 Q. Ever since the death of his mother.
46 Q. What is on the land as far as you know?
46 A. Nothing but the house.
47 Q. In what condition is it at present?
47 A. I cannot say.
48 Q. Do you or do you not claim interest in the property of James Forrester?
48 A. I do.
49 Q. You have never sold your right by deed or otherwise since his death?
49 A. I have not.
50 Q. Are you willing that a sale should be made?
50 A. I am.
51 Q. Can you state how long Savage has been occupying the property
51 A. I suppose about eighteen years.
52 Q. Have you ever received any rent from the house or any benefit from the death of Forrester down to the present time?
52 A. I have not.
53 Q. Is your second husband Adam Warfield now living or dead?
53 A. Dead about thirty years.

No cross examination.

Can you state or do you know any other matter that may be of interest to this suit?
I do not Signature waived.

Sophia C. Young a witness of lawful age produced on behalf of the plaintiffs duly sworn deposed and says.
1 Q. State your name occupation and residence?
1. A. Sophia C. Young 627 George Street Baltimore City.
2 Q. Do you know the parties at suit?
2 A. I am the plaintiff.
3. Q. Are you married or single?
3 A. Married.
4. Q. About how old are you?
4. A. Forty six.
5 Q. Is your husband living?
5. A. Yes sir.
6. Q. Is he present
6 A. He is.
7 Q. What is his name?
7 A. William Young.
8 Q. Is he of full age?
8 A. Yes sir.

9.Q About how long have you been married?
9.A. About thirty years
10.Q Do you know the property in these proceedings?
10.A. I do.
11.Q. Is so state where and discribe it as far as you know?
11.A. On Bladen Street consists of small House and lot.
12.Q. When did you last see it?
12.A. About forth weeks ago.
13.Q Is your mother now living?
13.A. She is.
14.Q. Where is she?
14.A. Here she is.
15.Q. Is your father living?
15.A. No Sir.
16.Q. What was his name?
16.A. James Forrester.
17.Q. What was his occupation?
17.A. A barber.
18.Q. Was you present at his funeral
18.A. Yes Sir.
19.Q. Do you know whether or not letters of administration have been granted on his estate?
19.A. No Sir.
20.Q. What rents have you received from the house since the death of your father?
20.A. Not any.
21.Q. Did you ever come down to Annapolis and visit Katherine Bullen when she had been testified at any time before your father's death?
21.A. Yes sir.
22.Q. Where was she then living?
22.A. On Bladen Street.
23.Q. How often did you come down?
23.A. Every Summer.
24.Q. You know Katherine Bullen?
24.A. Yes sir.
25.Q. What relation was she to you?
25.A. My grandmother.
26.Q. Do you know or have you heard what children Katherine Bullen had?
26.A. No Sir.
27.Q. You do not know any children.
27.A. William Savage and my father.
28.Q. This information I understand comes to you through your mo-
28.A. Yes sir.

Monday, December 14th 1903.
Examination by Mr. Jas. M. Munroe.

Charles Davidge, a witness of lawful age, called on behalf of the defendant, being first duly sworn, deposes and says:

2nd Q. State your name, residence and occupation?
Ans. Charles Davidge: Annapolis, Maryland. I am the janitor at the library at the Naval Academy.
3rd Q. How long have you lived in Annapolis?
Ans. I have been here ever since the War.
(Objection noted by Mr. Pendleton to this witness as being incompetent to testify.)
3rd Q. The parties to this suit are Hester Warfield Joshua C. Young and William Young her husband, plaintiffs, and William Davidge and Martha Barnard, defendants. State whether or not you know the parties to this suit?
Ans. I do not know the plaintiffs. I know both of the defendants.
4th Q. Did you Catherine Knelly, mother of the defendant, William Davidge?
Ans. I did, sir.
5th Q. Is she living or dead?
Ans. She is dead, Sir.
6th Q. How long has she been dead?
Ans. I do not know. She has been dead some number of years.
7th Q. How old was she when you first knew her? Was she married or single?
Ans. She was a settled woman when I first knew her. She was married. She was married to my father's brother, William Davidge.
8th Q. Then she was your aunt by marriage?
Ans. Yes sir.
9th How well did you know her and how often did you see her?
Ans. I saw her very often after I came to Annapolis, but every summer before I came to Annapolis she was at my father's house and had no more than three two children, Billy and Thomas. Thomas died when he was 11 years old.
10th Q. What were their other names - Billy and Thomas what?
Ans. Davidge?
11th Q. Had she ever been married before she married Davidge, your father's brother?
Ans. Not that I know of.
12th Did you ever hear that she had been?
No, Sir I never heard.
13th Q. Did you ever hear her say anything about a husband prior to Davidge?
Ans. Never, at all.
14th Q. Did you ever hear her speak of any child of hers except these two boys, Billy and Thomas.
Ans. No other at all, Sir. Never heard her speak of any.
15th Q. What was your opportunity to know whether or not

she ever had any other child or children?
Ans. I took it for granted that if she had any other children she would have brought them to my father's where she came.
(Answer objected to by Mr. Pendleton.)
16th Q. How old were these children when she brought them to your father's?
Ans. They were small, both of them. I suppose they were about 11 or 12 somewhere about there.
17th Q. Where did your father live at the time that she came to visit him?
Ans. On Col. Alfred Hellhaus's place in Anne Arundel County.
18th Q. Were you born and raised there?
Ans. Yes Sir.
19th Q. Have you have lived all your life in Anne Arundel County?
Ans. Yes, Sir.
20th Q. Where did Catherine Miller live at the time she was paying visits to your father?
Ans. She lived somewhere in Annapolis.
21st Q. Do I understand you to say that she lived all of her life in Annapolis?
Ans. After I knew her. I do not know where she lived before I knew her.
22nd Q. Did you ever hear her speak of her family: children, husband, father, mother, and relations?
(Question objected to by Mr. Pendleton as leading.)
Ans. I have heard speak of her husband and two children. Never heard her speak of only more.
(Answer excepted to by Mr. Pendleton.)
23rd Q. When did her husband Savage die?
Ans. I do not know when he died.
24th Q. How old were these two Savage boys when their father died?
Ans. Both of them were small.
25th Q. When did Catherine Savage Marry Henry Miller?
Ans. She married him sometime after her husband Savage died.
(Objection noted by Pendleton as to the marriage between Catherine Miller and Henry Miller unless a certified copy of the record or some other proof is shown).
26th Q. Did Catherine Miller have any children by her husband Miller?
Ans. No, Sir.
26th Q. Do you remember the time Catherine Miller died?
Ans. I remember the time she died, Sir.
28th Q. What children did she leave when she died?
Ans. Only Bill Savage, this boy William.
29th Q. What other children or grandchildren did she leave when she died?
(Question objected to by Mr. Pendleton as leading)
Ans. None at all that I know of. Never heard her speak of any.
30th Q. When did you first hear that Catherine Miller had left Anne-

tions by the name of Hester Warfield or Sophia C. Young?
(Question objected to and answer excepted to)
Ans. Never heard of any such relation belonging to the Claridge family at all.
31st Q. Do you know a colored woman in Annapolis by the name of Elizabeth Smith who lives in Acton Lane?
Ans. I know a woman by the name of Lizzie Smith. Used to know her sometime ago. I do not know whether she is living or dead now, it is so long since I have heard tell of her. She used to live in Acton Lane.
32nd Q. Do you know what, if any, acquaintance she had with Catherine Miller and what, if any, were her opportunities to know about Catherine Miller's family?
Ans. I do not, Sir.
33rd Q. Had she any acquaintance or intimate acquaintance with your family?
Ans. Lizzie Smith? No Sir not that I know of.
34th Q. Do you know John Horton?
Ans. Yes Sir. know him very well.
35th Q. What opportunity has John Horton had to be intimately acquainted with your family or Catherine Miller and her family?
(Question objected to)
Ans. John Horton, if I am not mistaken, used to board with Aunt Kitty if my memory serves me right.
36th Q. Do you know any relation of Catherine Miller's by the name of Bladerston, who lives in the County?
Ans. No, Sir.
37th Q. Ever heard of any such relation?
Ans. No, Sir.
38th Q. How long was Kitty married to Henry Miller before she died?
Ans. They were together a good number of years, but I could not tell exactly.

Cross Examination by Mr. Pendleton.

1st Q. Was Catherine Miller a free woman or slave woman?
Ans. She was a free dealer: worked about from place to place.
2nd Q. Was Henry Miller of whom you testified a free man or slave man?
Ans. I do not know whether he was a free man or a slave.
3rd Q. Were you acquainted with Henry Miller?
Ans. I was.
4th Q. How long did that acquaintance continue?
Ans. Until he died. I never knew him until I came to Annapolis.
5th Q. How often did you see him after you came to Annapolis?
Ans. I could not tell.
6th Q. Once a month?
Ans. I may be more or less.
7th Q. For whom was he working?

Ans. He was working at the widow Harris who kept a boarding house where the Governors House now is.

8th Q. Did he get paid for it?

Ans. I do not know.

9th Q. Did he tell you whether or not he got paid for it?

Ans. I do not know.

10th Q. Was he then living with Catherine Mullen?

Ans. Yes, Sir.

11th Q. Was he a slave man?

Ans. I do not know whether he was a slave man or free man.

12th Q. Was Catherine Mullen a slave?

Ans. I know she worked about from place to place, but I do not know whether she was free or not.

13th Q. Where did you live prior to coming to Annapolis

Ans. I lived at a place called South River. I came to Annapolis with Mr. Nelson.

14th Q. Did you know William Davidge?

Ans. Yes Sir.

15th Q. Did you ever hear of James Forrester?

Ans. Yes Sir, never heard of him before a few minutes ago.

16th Q. Did you ever know William Bishop, Mr. Bishop's waiter now living in Baltimore?

Ans. Yes Sir, I never knew him. Always knew the old man, but never knew those away.

17th Q. Did you know that James Forrester was a barber?

Ans. Yes Sir.

18th Q. Did you know the old Steamer Pentz, that used to play between here and Baltimore?

Ans. Yes sir.

19th Q. How soon after the war did you come to Annapolis?

Ans. Two years after the War.

20th Q. Ever went to the boat landing during that time?

Ans. Used to have occasion to go there.

21st Q. Did you ever know any boats that went out from here to Baltimore City?

Ans. Used to know a boat by the name of Pentz: Never went aboard it.

22nd Q. Did you know anybody who worked upon that boat?

Ans. Only went there upon an errand and then returned.

23rd Q. Where was Kitty Mullen then living?

Ans. Living at the same place down on Bladen Street.

24th Q. Did You ever know that Kitty Mullen lived in a place where Vansants office now is?

Ans. Yes, Sir.

25th Q. Didn't know how many children she had when living there?

Ans. Yes sir.

26th Q. And you do not know Lizzie Smith?

Ans. I did not say I didn't know Lizzie Smith, but it has been so long

since I saw her that I do not know whether she is living or dead.
27th Q. You do not know what kind of an acquaintance she had with Kitty Mullen or Henry Mullen do you?
Ans. No Sir.
28th Q. And you do not know whether she knew the Blackistons in the County, relatives of Kitty Mullen?
Ans. No Sir.
29th Q. Do you know all the relations of Kitty Mullen and Henry Mullen?
Ans I don't say that I know all. I know all so far as connected with my family, the Davidges.
30th Q. Your information and knowledge did not go any further than your relationship?
Ans. Not a bit.
31st Q. Did you ever go to South River here recently?
Ans. No, Sir, not for nearly fifteen years.
32nd Q. You are positive of that?
Ans. Yes, Sir, as near as I can come at it.
To the general question under the rule, the witness said, "I have nothing more to say." Signature waived.
Jane Brown a witness of lawful age, called on behalf of the defendant, being first duly sworn, deposes and says:
1st Q. State your name, residence, and occupation?
Ans. Mrs. Jane Brown: residence, Brooklyn, New York, 938 President Street; I am engaged with Mr. Leavitt as cook in Brooklyn.
2nd Q. The parties to this suit are Hester Warfield, Sophia C. Young and William Young, her husband, plaintiffs, and William Davidge and Martha Barraud, defendants. Do you know these parties or any of them?
Ans. I know Martha Barraud and William Davidge, but the rest I do not.
3rd Q. How long have you been living away from Annapolis?
Ans. Eighteen years.
4th Q. Prior to that time where did you live?
Ans. I lived all my life in Anne Arundel County.
5th Q. What was your husband's name?
Ans. Richard Brown.
6th Q. Is he living or dead?
Ans. Dead.
7th Q. Did you know Catherine Mullen in her lifetime?
Ans. Yes, Sir.
8th Q. Is she living or dead?
Ans. She is dead.
9th Q. What, if any, relation was she to you by marriage or otherwise?
Ans. She married my uncle, William Davidge.

10th Q. Where were you living when she married William Davidge?
Ans. I do not remember when she was married.
11th Q. Why not? Were you too Young?
Ans I was too young.
12th Q. What is the first you recollect of Catherine Miller?
Ans. The first I recollect of her was her coming to my father's and bringing her two children with her, and they told me it was my aunt. I was very small.
13th Q. Where did you live?
Ans. I was in the County at Mr. Alfred Hillman's place at my father's house.
14th Q. How old were you about when you first saw Catherine Miller and her two children
Ans. I was too small to do anything, but run around in the yard, and William and Thomas were just the same.
15th Q. How long from that time was it until the death of Catherine Miller?
Ans. I think about Catherine Miller has been dead about twenty two years: somewhere long about that.
16th Q. How many years did you know her before she died?
Ans Ever since I was big enough to remember her
17th Q. How old are you?
Ans. I will be 66 the 10th of next May.
18th Q. If we take 22 from 66, it leaves 44. Then you must have been about 44 when she died?
Ans. I reckon I was.
19th Q. And if you knew her ever since you were a little girl, you must have known her about 40 years?
Ans. Yes, Sir.
20th Q. About how old were these two children, Thomas and William when their father died?
Ans. I do not know when Uncle William died because I was too small, but when Aunt Kitty first brought these two children to our house I think William was about six years old and Thomas about ten.
21st Q. About how old were these two boys when your Aunt Kitty Davidge married Henry Miller?
Ans. I do not know, William, I think, was big enough to go to work. She had put him out to learn a trade, and her little boy died.
22nd Q. What little boy died?
Ans. Thomas.
23rd Q. Then after Thomas Davidge died, she had no children except William Davidge?
Ans. That is all she ever spoke of.
24th Q. Did you ever hear her speak of any other child or children that she ever had?
Ans. No, Sir, never did.
25th Q. Did you never see or hear of James Forrester?
Ans. No Sir.

26th Q. Where did Kitty Hardage live when she was married to your uncle, William Hardage?
Ans. She was living with Mrs. Green, the widow who kept a boarding house where the Governor's house now stands.
27th Q. Did she own any property in Annapolis?
Ans. Yes Sir.
28th Q. Where did she own any property in Annapolis?
Ans. Here? Yes, Sir. She owned property on Bladen Street.
29th Q. What is that property on Bladen Street?
Ans. I have not seen it for a long time, Mr. Connor, but it was a tolerably good house when I saw it: small frame house and lot, and it was in good order when Aunt Kitty died. I do not know how it is now.
30th Q. Did she make her home there?
Ans. Yes, Sir.
31st Q. Where did she make her home after Hardage died and she married Henry Miller?
Ans. There.
32nd Q. How often did you visit or see her there?
Ans. Every chance I could get. When I went out with the children I used to go there, sometimes I saw her once a week, and then again not for two or three, but when she was sick I went to see her often.
33rd Q. Did you ever meet James Forrester, a son of hers by a former marriage, and his wife, visiting his mother at her home in Annapolis?
Ans. No, Sir.
34th Q. Did you ever hear of her son, James Forrester, and his wife visiting her?
Ans. No Sir, never heard of it.
25th Q. Do you know anybody in Annapolis who ever saw them there?
Ans. No, Sir, I do not. Never heard of them until you wrote to me about them, never heard of any Forrester in the family

Cross-Examination by Mr. Pendleton

1st Q. You say that William and a child named Thomas were the only two children that were ever brought to your father's house whilst living at South River?
Ans. I say that was all.
2nd Q. You say you are about 66 years of age?
Ans. Will be 66 the 10th of May next.
3rd Q. You spent 18 years of that 66 in New York City?
A. Yes, Sir.
4th Q. About how old were you when you saw these two children?
Ans. I was ten years of age; all of ten.
5th Q. What was the complexion of this child of whom you speak called Thomas?

Ans. He was about your complexion
6th Q. You was a difference between his complexion and William Davidge's. Was that true?
Ans. Very little
7th Q. Was the physique of their face different. I mean by that did this boy Thomas have a long face or extended face, or round face?
Ans. I do not know.
30th Q. Was there any difference in the physical make-up of his face and William Davidge's?
Ans. I could not tell you.
9th Q. You are positive that there was a difference in the color of the two children?
Ans. Thomas was a little lighter than William.
10th Q. And he went by the name of Thomas?
Ans. That was his name.
11th Q. And those were all the children that you ever saw or heard Your Aunt Catherine Miller speak of?
Ans. All I ever heard her speak of.
12th Q. You did not hear her mention any other names?
Ans. No, Sir.
13th Q. When you came to Annapolis then did you see Davidge after that?
Ans. What Davidge? Why certainly I saw him!
14th Q. Did you see the boy called Thomas?
Ans. He was dead.
15th Q. How did you know that?
Ans. How did I know it? I called at my Aunts and she told me he was.
16th Q. Where was she then living?
Ans. On Bladen Street
17th Q. How many children have you heard that Catherine Miller had besides these two?
Ans. I never heard of any.
18th Q. Your information then was only confined to these two?
Ans. That was all.
19th Q. She might have had more that you did not know of?
Ans. I think if she had had more children as often as she came to father's house she would have brought them with her. If she had more children she would not have left them behind. I never heard her mention any others.
20th Q. You say one of these was named Thomas and the other named Williams?
Ans. Didn't I tell you. I do not see why you ask me so often.
21st Q. You didn't answer the question?
Ans. I did answer the question Sir.
22nd Q. Were you present at the time of the marriage between your uncle William Davidge and Catherine Miller?

Ans. How could I be when you heard me say I did not remember when they were married.
23d Q. I asked were you present when that marriage took place?
Ans. No, I was'nt present.
24th How many years did you know Kitty Miller?
Ans. Ever since I was big enough to know she was Aunt Kitty Miller.
25th Q. You stated in your examination-in-chief how many years? If so, state how many years?
Ans. I said I knew her ever since I could recollect. I told you I was 66 years of age, but I do not know the day and date I met Aunt Kitty.
By Mr. Skinner: Mr. Examiner, I object to the solicitor for plaintiffs repeatedly interrogating the witness on those matters which he knows she did not answer in the form in which he states the question as the mathematical calculations were all made by solicitor for the defendants, and appear in the questions and not in the answers, and it is therefore not fair for him to state the question to the witness in the way in which he does.
26th Q. And you mean to say that your acquaintance with Catherine Miller covered a period of 44 years?
Ans. Yes Sir.
27th Q. That was prior to your going to New York as you say?
Ans. Yes, Sir. I knew her when she first visited my father in the country, and when I came here to the College to live she was living in Bladen Street then.
28th Q. Now, Mrs. Brown how many years did you spend at the College before going to New York?
Ans. I spent four with Dr. Leavitt and one with Mrs. Lucas at St. John's College.
29th Q. Where did you spend the next time prior to going to the College?
Ans. In the Country at the rectory.
30th Q. You went back to the Country again?
Ans I lived with Dr. Nelson.
31st Q. You have accounted for five years at the College, now prior to that time, where did you spend the rest of the time?
Ans. 18 Years in New York.
32nd Q. I understand you spent 18 years in New York. Prior that time you spent 5 years at the College. Now, before you spent five years at the College, where did you spend the balance of the 35 or 40 years of which you were acquainted with Catherine Miller
Ans. I was in the City of Annapolis when I was living at the College. I worked at the College and went home at night, at my home on Acton Street. That is where I lived.
33rd Q. Where did you spend the first five years after leaving the Country after you first knew Catherine Miller?
Ans. At Dr. Nelson's at the College.

34th Q. Where did you spend the next five years?
Ans. When I left the College I spent one year in the Navy and then went traveling with Mrs. Breckenridge. Then I stopped in New York and have been there ever since.
35th Q. Can you tell me how many years that period covered? Living at the College with Dr. Nelson and living in the Navy with Mrs. Breckenridge, now can you tell me how many years did that take?
Ans. It was 24 years altogether from the time I lived at the College until--
36th Q. I mean this: You have accounted for yourself for the first five years of your acquaintance with Catherine Miller. How many years was it after you became acquainted with Mrs. Miller before you went to New York?
Ans. I could not tell you how many years. I knew her ever since I can recollect.
37th Q. You are positive you cannot tell the number of years?
Ans. Yes, Sir.
38th Q. You are sure it was not over 40 years after you first became acquainted with Catherine Miller before you left and went to New York City?
Ans. I do not care to talk with you any more. I told you I knew her ever since I was a child, and I cannot tell you any more.
39th Q. How many years was it between the service with Mrs. Breckenridge and going to New York?
Ans. I went to New York with her. My service has been with her all the time in the Leavitt and Breckenridge families. When I left Dr. Leavitt, I went with Mrs. Breckenridge, and have been with the family of Breckenridge's and Leavitt's ever since. There was not any interval of time between the time I left Mrs. Breckenridge and went to New York.
40th Q. How many years did it cover from the time you first knew Aunt Kitty Miller until you came to the College to live?
Ans. I told you I lived at the rectory in the country with Dr. Nelson five years, which I was just before I came to town.
41st Q. Where did you live before you went to the Rectory?
Ans. I lived with Mrs. Mary Dillman.
42nd Q. Then you lived at Col. Dillman's place from the time you were born until you went to live at the rectory at Davidsonville with Dr. Nelson and you lived there five years and came to the College here in Annapolis to live.
Ans. Yes, Sir.
43rd Q. Was that a continuous service? Did you live with anybody else other than those you named?
Ans. I never had but two service places in my life. Dr. Nelson's and the Leavitt family.
To the general question under the rule, the witness said:
I have testified to all that I know.
Signature waived.

It is agreed between the solicitors in this case that without an order of Court extending the time for taking the testimony, the solicitor for the defendant may proceed to take further testimony in this case, provided the same be taken not later than Saturday the 19th of December.

Saturday, December 19th, 1903.

Dennis Hebron, a witness of lawful age, called on behalf of the defendants in this case, being first duly sworn, deposes and says:

1st Q. State your name, residence and occupation?
Ans. Dennis Hebron, Annapolis, Maryland. Occupation, huckster, and also local preacher of the Methodist Church.
2nd Q. Do you know Lizzie Smith, colored living in Acton Lane, Annapolis, Maryland?
Ans. Yes Sir, I know her.
3rd Q. How long have you known her?
Ans. I guess about 3 years.
4th Q. Do you know her general reputation for truth and veracity?
Ans. Well, you have got me in a hard place. I guess I know. I am pretty well acquainted with her. She has been a friend of mine; very closely connected with her.
5th Q. Do you know her general reputation for truth and veracity?
Ans. Yes, I know her reputation.
6th Q. Is it good or bad? I mean her reputation for truth and reputation?
Ans. I could not say it was good.
7th Q. I want to know whether it is good or bad?
Ans. Well, it is bad. I could not say it was good.
8th Q. Would you from your knowledge of her general reputation for truth and veracity, believe her on her oath?
Ans. No, Sir, I would not.

Cross-examination by Mr. Pendleton.

1st Q. What occasion have you had, or opportunity to observe whether or not she is capable or is bias of telling the truth?
Ans. Of course you know me and her belonged to the same organization or lodge for years back. The reason I say so is because this organization now amounts to about 300. She could not get in that organization to which I belong now, to which she used to belong on her oath.
2nd Q. Does that organization to which you refer require a person, an applicant, to gain membership to come in on oath?
Ans. Yes Sir.
3rd Q. State some other occasion than that you have mentioned about the organization which leads you to belief she does not tell the truth?
Ans. She has been rejected because she is not reliable. That is all I know. I could not say any more. I know that. That is as much as I know.

4th Q. State any other occasion or opportunity which leads you to believe that she is not willing to tell the truth or has not told the truth?

Ans. That is the only thing. In times past she has not told the truth. She was not reliable. I tell you that.

5th Q. Have you heard her reputation discussed in the city of Annapolis for truth and veracity.

Ans. I heard her reputation discussed in the organization. We all had them objected to her coming in.

6th Q. Have you ever heard her reputation discussed in the city of Annapolis other than relating to her coming in or going out as a member of the organization to which you refer.

Ans. No, only in the organization. Of course, that is a very particular place. People in authority have to be reliable.

7th Q. Do you recollect the supposed organization that came to the city of Annapolis within a year collecting pension claims or supposed to be pension claims, or collecting money for obtaining pension claims for colored people?

Ans. I do.

8th Q. What position did you hold in that?

Ans. I held the position of handing out tickets which they brought here. Mrs. Parker was the President, and I was merely acting in the lodge as prelate, and those men told a good many things that were going to be done etc., and I found that what they said was not reliable after awhile and I told them not to take any more tickets from them and not to pay them any more, and when they came up with what they suggested they were going to do, it ought be time enough then, and I put my foot down on them, and they wrote and wrote here for money, taxation, etc. I objected to it as they did not come up with the new Constitution. I just stopped and told the people who had money there to come and get it. They came there and got it. I would not be disgraced by such a thing.

9th Q. You attended the several meetings fostering the establishment of a local concern of that organization in the city of Annapolis, looking after the collection of money after which you gained membership?

Ans. Yes, I gained membership but I found it was false. It was just to beat people, so the people all got their money back. I was not going to send the money, and not know where it was going to be sent to. The people got their money all back. Lobby tricks, I am not in to. I put my foot on it right away.

To the general question made the per the witness, said, "No, Sir."

Signature waived.

Defendant's testimony closed.

Ellen Lomax, a witness of lawful age called on behalf of the plaintiffs being first duly sworn deposes & says.
1Q. State your name occupation and residence
1A. Ellen Lomax Pleasant Street Annapolis
2Q. How long have you been living in Annapolis?
2A. Since I was a small girl.
3Q. The parties to the suit are Hester Warfield, Sophia C. Young and her husband, William Young and Mrs. Martha Gaud and Wm Savage Do you know any of them?
3A. Know, Wm. Savage, Hester Warfield and Mrs. Martha Gaud and Sophia C. Young.
4Q. Are you acquainted or were you acquainted with Catherine Butler and her family before she died or if she is dead?
4A. I am.
Defendants solicitor objects to the introduction of any new testimony on behalf of the plaintiff in reference to the litigation of the bill of complaint which is not in rebuttal of the testimony offered by the defendant.
5Q. For how many years were you acquainted with her?
5A. About eight years.
6Q. Where were you living at the time you were acquainted with Catherine Butler's family?
6A. At Mrs. Greene's
7Q. Did you know the members which constituted her family if so state their names?
7A. James Forrester and William Savage.
8Q. Who were James Forrester and Wm. Savage?
8A. Her sons.
9Q. Did you ever see them?
9A. I have seen them lots of time.
10Q. Where was James Forrester living at the time you saw them?
10A. In Baltimore.
11Q. Did You ever see them come down to Annapolis at any time after they were married?
11A. Yes Sir.
12Q. Who was James Forrester's wife?
12A. I do not know her name.
13Q. Did they have any children to your knowledge?
13A. One girl.
14Q. State her name?
14A. Sophia.
15Q. Did you ever know of any child of Catherine Butler by the name of Thomas?
15A. I do not sir.
16Q. How often did you see James Forrester come to Annapolis

with his wife?
16 A. I cannot exactly say how often, but he used to come now and then of a Summers to visit his mother.
17 Q. Do you know of any other child of Catherine Mullen other than William Savage?
17 A. No Sir.

Cross Examination.

You say you never knew of any other child? That is all.
Then you never knew of her being married to a man by the name of Forrester? No Sir.
How do you know she was the mother of this child Forrester?
Only by her saying it.
Did you ever hear of Catherine Mullen adopting some children? No Sir.
Then you do not know if Catherine Mullen was ever the wife of the man by the name of Forrester? No Sir.
How old was James Forrester when you first knew him? I do not know? He was a married man and Catherine Mullen said that he was her son. And you never heard of her having adopted any children? No Sir. And you do not know whether he was her son or not only by her saying so? Yes Sir.

Do you know or can you state any other matter or thing that may be of interest to the parties of the suit? No Sir. Signature waived:

Hannah Thomas a witness of lawful age called on behalf of the plaintiffs being first duly sworn deposes and says.
1 Q. State your name occupation and residence?
1 A. Hannah Thomas # 214 Clay Street general laundry.
2 Q. Do you know the parties to this suit who are Sophia C Young Wm. Young Hester Maxfield, Martha Girard William Savage?
2 A. I do not know William Young. I never met him.
3 Q. How long have you been living in Annapolis?
3 A. I have been living in Annapolis since 1854.
4 Q. Did you know Catherine Mullen's family?
4 A. I did.
5 Q. Where did she live?
5 A. She lived at Mrs. Lewis, Ellen Lomax and myself were there at the same time.
6 Q. Do you mean Ellen Lomax who has just left the witness stand?
6 A. Yes Sir.
7 Q. Do you know at any time whether she lived on Bladen Street?
7 A. Yes Sir.
8 Q. Do you know the members of her family or did you know the members of her family?
8 A. I do.

9 Q. Were you introduced to James Forrester in Mrs. Greene's Kitchen?
9 A. Yes Sir.
10 Q. By whom were you introduced?
10 A. His mother as her son
11 Q. Who was his mother?
11 A. His mother.
12 Q. Was she the one who introduced you to James Forrester as her son?
12 A. Yes sir.
13 Q. About how has that been?
13 A. Between 66-67.
14 Q. Did you know of any other member of her family?
14 A. No Sir.
15 Q. Did you ever know of any son of hers by the name of Thomas?
15 A. No Sir.
16 Q. Where was this boy James Forrester to whom you were introduced working at the time you were at Mrs. Greene's?
16 A. Wile at the time I used to see him he was working on a steam boat
17 Q. What occupation was he following out at that time on the boat?
17 A. I cannot say. Sometimes he would come up with a white Jacket on.
18 Q. Did you ever see James Forrester after you were introduced to him in Mrs. Greene's Kitchen come down to Annapolis?
18 A. Yes sir. He used to come down here with his family Hester Forrester and her mother Mrs. Butler.
19 Q. You mean to say that Mrs. Butler was whom?
19 A. Was Hester Forrester's mother.
20 Q. You say they always came to Annapolis?
20 A. Yes Sir.
21 Q. From what place did they come?
21 A. From Baltimore in the Summer season.
22. Q. Where did they stop when they come to Annapolis?
22 A. I do not know of any place but Catherine Green's.
23 Q. Where was that?
23 A. On Bladen Street
24 Q. And I understand you state having seen James Forrester paying visits to his mother in Annapolis on various occasions?
24 A. Yes sir.
25 Q. Do you know Elizabeth Smith formerly Elizabeth Shorter?
25 A. Yes Sir.
26 Q. How long?
26 A. Along time. All the time.
27 Q. Have you any brothers living in Annapolis?
27 A. One
28 Q. Who is he?
28 A. John Boston.

29 Q. It has been testified to by Dennis Hebron that he could not believe Elizabeth Smith formerly Elizabeth Shortis upon her oath, Would you or would you not believe her upon her oath?

29 A. I do not know. She has never done anything to me and I do not know anything about that part of her character. She has never done me any harm.

30 Q. Would you believe her upon her oath?

30 A. Yes sir.

31 Q. Do you know how long ago Henry Mullen Catherine Mullen's husband died?

31 A. I cannot just say.

32 Q. About how long?

32 A. Between 87-89 when I lived on Hattersley Street in 87 he used to come there.

33 Q. Did you know him to be the husband of Catherine Mullen?

33 A. Yes sir, just by saying I met him that way. When I first went to Mrs. Green's he works there lived by husband and wife

34 Q. And near do you recollect he died between 87-89?

34 A. Yes sir.

Cross Examination.

How old was James Forrester when you first knew him? He was a married man. Do you know whether or not he was the son of Catherine Mullen? Only by her introducing me to him. Did she say he was her son? Yes Sir. Do you know whether she was ever married to a man by the name of Forrester? No Sir. I do not know of their marriage. Do you know where he was born? No Sir. Did you ever hear of Catherine Mullen having adopted children? No Sir. You know nothing about the fact except Catherine Mullen said that this boy was her son? Yes Sir.

Do you know or can you state any other matter or thing that may be of interest to the parties of the suit? No Sir.

Signature waived.

Elizabeth Smith a witness of lawful age called on behalf of the plaintiffs being first duly sworn deposes and says.

1. Q. State your name occupation and residence?

1. A. Eliz abeth Smith 270 Acton Lane no particular occupation

2 Q. You have testified prior to to-day in this case and you know the parties to the suit?

2 A. Yes sir.

3 Q. Do you know of any member of Catherine Mullen's family other than what you have testified to the names of whom you may state William Madrago and James Forrester?

3. A. I testified about a little child dying named Jane Thymotten and him out and my father made the Coffin.

4 Q. Where was Catherine Mullen living at the time?

4 A. She lived up where Mr. Vansant's office is now.

5 Q. Where is that?

5A. On West Street.
6Q. About how old was this boy when he died?
6A. Three or four years old.

No cross examination.

Do you know or can you state any other matter or thing that may be of interest to the parties by the suit? I think I made a statement about knowing James Forrester from a boy and know him to be Catherine Millers son.

Signature Waived.

My name is George L. Pendleton, Occupation Attorney, Residence Franklin Street Annapolis. I have known Mrs. Elizabeth Smith since I have been living in Annapolis, I think about five years. I have heard her reputation discussed with truth and velacity and have never heard anything such as testified to by the witness Dennis Hebron since I have been living in Annapolis and know that she has been by reputation a most honorable, upright truthful of any person colored in the city of Annapolis, I have often since I have been in Annapolis questioned as to the history of any particular person or property and I have found it to be absolutely correct and I would certainly at all times believe her on her oath from the reputation that I have heard.

No cross examination.

At the time Hester Warfield and Sophia Young her husband were present on the 13th. of October and testified that at the close of the testimony Sophia Young it was stated that it was needless to put her husband on the witness stand although being certain that the opposite side thoroughly satisfied as to the existence of the parties Hester Warfield, Sophia Young and William Young her husband and for that reason she returned to Baltimore without testifying in the case.

John Horton a witness of lawful age called by the plaintiffs being duly sworn deposes and says.

1Q. The parties to this suit are William Savage Mrs. Martha Girard Mrs Hester Warfield, Mrs Sophia Young, and her husband William Young. Do you know any of them. If so whom do you know?
1A. I know Mrs. Warfield.
2Q. Do you know any of the others?
2A. I know her daughter Mrs Young, William Savage, Martha Girard.
3Q. You dont know Mrs. Youngs husband?
3A. No, I do not.
4Q. Did you know Catherine Miller formerly of Annapolis?
4A. I did.
5Q. Where did she live?

5 A. On Bladen Street near the short line dep't.
6. Q. Do you know any husband or husbands of hers?
6 A. I know none but Henry Miller.
7 Q. Where were they living at the time you knew them?
7 A. Bladen Street.
8 Q. What opportunity did you have to become acquainted with Mrs. Miller and her husband?
8 A. I boarded there.
9 Q. How long did you board there?
9 A. I just don't remember but about a year.
10 Q. Did you see any children of hers while there. If so state their names?
10 A. I have not seen any. William Savage lived with her and she had a son in Baltimore by the names James Forrester.
11 Q. Do you know whether or not James Forrester was married if so who was his wife?
11 A. I knew Mrs. Warfield to be his wife. I never saw her marry, but I could tell that she was his wife.
12 Q. Were you at the house at any time when James Forrester her son and Mrs. Warfield who is now present visit Mrs. Miller?
12 A. Sure.
13 Q. How often did they come down while you were living with Mrs. Miller?
13 A. They did not come down but once, I moved away to give them the room I occupied.
14 Q. How do you know that James Forrester was the son of Catherine Miller of whom you speak?
14 A. Because she called upon him as such.
15 Q. Do you know William Savage?
15 A. I do.
16 Q. Was he at the place at the time you were boarding there?
16 A. Yes.
17 Q. What relation if any do you think he was to James Forrester?
17 A. Brothers. Half brothers.
18 Q. Was half brother by mother or father?
18 A. By father. So I was informed.
19 Q. Do you know whether or not Catherine Miller left any property in Annapolis?
20 Q. She left a house that still stands on Bladen Street.
21 Q. How long has it been to your knowledge since the death of her husband Henry Miller?
21 A. I could not correctly say about twelve or fourteen years.
22 Q. How do you arrive at that conclusion?
22 A. I think just after his death I had a child who is now fourteen years old.
23 Q. What is that child's name?
23 A. Carrie.
24 Q. And you say she was born after the death of Henry Miller?

24.A. I think she was.
25Q. Look around the room and see if you know Mrs. Hester Wayfield formerly Forrester?
25A. Certainly there she is (pointing to her)
26Q. Do you know her daughter if so state whether or know she is present?
26A. She is

Signature Waived

Cross Examination.

Sarah Boston a witness of lawful age called by the plaintiffs being duly sworn says.
1.Q. State your name occupation and residence?
1A. Sarah Boston. House Keeper Annapolis on northwest street.
2Q. Are you any relation to Mrs. Hannah Thomas?
2A. By marriage.
3Q. You are the wife of John Boston, I understand?
3A. I am.
4.Q. Do you know Catherine Miller formerly of Annapolis?
4A. I do.
5Q. Where did she live at the time you knew her?
5A. She was cook at Mrs. Brewis
6.Q. What opportunity did you have to become acquainted with the members of her family?
6A. We both lived at Mrs. Brewis.
7Q. What members constituted her family?
7A. James Forrester and William Harris.
8Q. How do you know that these two children were her children?
8A. By what I could hear her speak of them.
9.Q. I understand you were working with her at Mrs. Brewis for sometime?
9.A. Quite a while.
10Q. Did you ever in the house with her?
10A. I lived there with her when I was quite young.
11.Q. Did this Mrs. Brewis used to have a house where the governors mansion stands now?
11A. Yes Sir.
12.Q. Did you ever hear or know of any other child other than James Forrester and William Harris?
12.A. No Sir.
13.Q. Did you ever see James Forrester?
13A. I have.
14Q. Was he ever married before he died if he is dead?
14A. He acted like he was married.
15Q. Did you ever see him visit his mother Catherine Miller?
15A. I never saw him come down but I heard of it.

16 Q. Did you ever see the person represented to be his wife?
16 A. Yes Sir.
17 Q. Did she visit Catherine Miller at the time?
17 A. Yes sir.
18 Q. Did she bring her child with her?
18 A. Yes sir.
19 Q. What was her name?
19 A. Sophia.
20 Q. Will you look around the room and see if you see James Forrester's wife and the child who came down? (I)
20 A. Yes Sir, I see them now his wife and his child.
21 Q. And you say the child's name was Sophia.
21 A. Yes sir.

(Signature waived)

Hannah Thomas, a witness of lawful age, called by the plaintiff (being sworn, says).

1 Q. State your name occupation and residence?
1 A. Hannah Thomas, Flat Street.
2 Q. How long have you been living in Annapolis?
2 A. I have been living in Annapolis ever since the year 1854 came here on the 20th day of Jan in 1854.
3 Q. Will you please state what members constituted her family especially her children?
3 A. Ruler Aunt Kitty, Henry Miller, William Savage and her son James Forrester.
4 Q. I saw him at Mrs. Green's she introduced me to him as her son.
5 Q. Did You ever see him come to Annapolis or his child on any occasion?
5 A. I have seen him come with his family.
6 Q. Where did you meet them?
6 A. In Mrs. Green's Kitchen.
7 Q. What was his name.
7 A. Forrester.
8 Q. What was the name of the child you saw come with him?
8 A. Sophia
9 Q. Will you look around the room and see if you see his wife and this child of whom you speak?
9 A. Yes sir. I see his wife and his child.
10 Q. Are these the same that came down?
10 A. They appear to me to be the same people.
11 Q. Did you hear of any other children of Catherine Miller other than William Savage and James Forrester?
11 A. I have not.
12 Q. What opportunity did you have to become acquainted with the members of her family as you have stated?

12A. Sometimes I used to go over to her house. Henry Miller has worked at Mrs. Green's and William Savage used to come back forwarded and James Forester used to come up now and then from the boat.
13.Q. How long did you work at Mrs. Green's?
13A. I worked there sometime.
14 Q. About how many years?
14Q. Went there in 66 and worked there until 67 right straight along then I used to go back and forth.
15. Q. Is Catherine Miller living or dead now?
15 A. Dead.
16 Q. Do you remember when she died?
16 A. No.
17 Q. Do you know about Henry Millers death? About what year?
17 A. I cannot exactly tell you that some where between 87-88.
No Cross examination.

1 Q. State your name occupation and residence?
1 A. Ellen Conway. Pleasant Street Annapolis.
2 Q. How long have you been living in Annapolis?
2 A. I cannot exactly say, Since I was a small girl.
3 Q. How old are you know?
3 a. About 45.
4 Q. Do you know the family of Catherine Miller of Annapolis?
4 A. Yes Sir.
5 Q. How many children did she leave?
5 A. Two, William Savage and James Forester.
6 Q. Was James Forester a half brother of Savage?
6. A. Yes Sir.
7 Q. What opportunity did you have to learn the members of her family?
7 A. I was living at Mrs. Green's and they used to come there.
8 Q. Did you ever know him to be married?
8 A. Yes Sir.
9 Q. Will you look around the room and see if you know any member of his family?
9 A. Yes sir. There is his wife and daughter.
10 Q. What was her name that is his wife and daughter?
10 A. Hester Forrester and his daughter Sophia.
11 Q. How many years did you work at Mrs. Green's with Catherine Miller?
12 A Nearly eight years, I was there a long time.
13 Q. Did You ever see James Forrester her son come to visit her at any time before she died
13 A. Yes sir.
14 Q. How did you know that James Forrester was the son

of Catherine Grille.
14 A. She said he was her son.

Signature Waived
No cross examination.

Hester Warfield, plaintiff being duly sworn deposes & says
1 Q. State your name occupation and residence.
1 A. Hester Warfield 627 George Street. Baltimore Md. Cook
2. Q Will you look around the room and see if you know any of the witnesses who have just testified. If so call their names. If
2 A. I cannot call their names, but I know them all.
3 Q. Where did you see them.
3 A. Here in Annapolis.
4 Q. Did you come to Annapolis with your husband and if so what was his name.
4 A. James Forrester.
5 Q. You have testified prior to to-day.
5 A. Yes Sir.
6 Q. You are positively that you know the faces of all the witnesses Mrs. Thomas, Mrs. Lomax and Mrs. Boston and the man that testified, Horton.
6 A. Yes, sir.
7 Q. Did you have any opportunity to see any of the witnesses at any other place before they came into the room to testify.
7 A. No Sir.

Signature waived.
No Cross examination

Sophia Young plaintiff being duly sworn deposes & says.
1 Q. State your name occupation and residence.
1 A. Sophia Young, 627 George Street Baltimore Md.
2 Q. Will you look around the room and see if you know any of the witnesses who testified.
2 A. I recognize one Horton.
3 Q. You were quite little when your mother came to Annapolis.
3 A. Yes sir.
4 Q. And thy recollection of the other witnesses, Thomas Lomax and Boston passed from your mind.
4 A. Yes Sir.
5 Q. You have testified prior to-day.
5 A. Yes Sir.

Signature waived
No cross examination.

There being no other witnesses and further time not being desired the testimony is herewith closed and returned to the Court

February 19-1904

Frank H Stockett Esq
Examiner

Hester Warfield et al
vs.
William Davidge et al

No. 2547 In the
Circuit Court for
Anne Arundel County in Equity

August 23' 1904 Opinion of Court.

The property which the bill of Complaint seeks to have sold under a decree of this Court, is a lot of ground on East side of Bladen Street in the City of Annapolis, described in a deed from Randall & others of the 27' December 1861, recorded in the Land Records of said County in Liber W.B.G. No. 1. folio 327, a certified copy of which is filed marked Pltff. Exhibit No. 1.

The proof shows that the lot is unsusceptible of partition, but should be sold for the purpose of partition

Before announcing the conclusions which the Court has reached I feel constrained to say that the bill of Complaint is artificially drawn, is multifarious and otherwise open to criticism: The only relief however that the plaintiff now seeks, in this case is for a decree of sale of said property.

After carefully reading and considering the proof the Court finds that Catharine Mullen was the wife of Henry Mullen, who died intestate before the said Catharine without issue.

That the said Catharine had been previously married to a certain Samuel Davidge, or Davage or Davidge, who also died intestate, leaving an only child William Davidge, one of the defendants who on the 1st day of November 1886, by deed recorded in Liber J.H. No. 9 folio 394 conveyed said property or his interest therein to his wife Martha S. Davidge, but which said property, upon her death intestate leaving an only child George Snowden, by her first husband was reconveyed by the said George Snowden and wife to the said William Davidge on the 7th day of December, 1899, by deed recorded in said Land Records in Liber G.W. No. 16 folio 317, the said William Davidge having aforesaid & wit: on the 8th day of December 1902, by deed recorded in Liber G.W. No. 25 folio 176, conveyed the same to the defendant Martha A. Barnard.

The Court further finds that the said Catharine was the wife of one James Forrester, who died intestate, leaving an only child James Forrester (named for the father) but whether the said marriage was or not legal, or whether the said James the 2nd was an illegitimate child is not important for the Court to enquire (Code, Art 46 Sec 30 p 813) That the said James Forrester the 2nd married Hester A. Butler and died intestate, leaving a widow the said Hester (nee Butler) and a daughter Sophia C. Forrester who intermarried with a certain William Young, both living. And that the said Hester A. Forrester widow intermarried with Adam Warfield since dead & childless.

The Court will remark that Martha Barnard in her sworn answer admits that Catharine Miller was the mother of James Forrester the 2d, and also that William Marriage was another son.
I can not reconcile the Argument of the defendants Attorney replete with conjectures and uncertain personal recollections not proved, with the facts admitted and proved in this case.
It follows that the lot of ground in controversy should be sold, under a decree of this Court, and after payment of all proper costs, claims and expenses, the net proceeds should be audited the one half thereof to Martha A. Barnard and after assigning to Hester A Warfield the widow of James Forrester the 2d her dower interest in and to the other half thereof as agreed by her and as provided for by the rules of this Court: the residue to be audited to the said Sophia C. Young Trustee sign a decree in accordance with these views when prepared by plaintiffs Counsel.

Jas. Revell,
August 23rd. 1904.

Hester A. Warfield et al
vs
Martha Barnard et al
} No 2547 Equity
Circuit Court for
Anne Arundel County

Decree for sale August 25' 1904

In accordance with the opinion filed in this case on the 24th day of August 1904, it is this twenty-fifth day of August, A.D. 1904, by James Revell, one of the Associate Judges of the Circuit Court for Anne Arundel County and by the authority of said Court adjudged, ordered and decreed that the property described as conveyed by Eliza Randall and others to Catherine Miller by deed dated 27th day of December A.D. 1861 recorded in Libre H. G. No. 10 folio 327 &c a Land Record of Anne Arundel County and mentioned in these proceedings be sold that George L. Pendleton be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland executed by himself and a surety or sureties to be approved by the Clerk of this Court in the penalty of One thousand dollars, 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 inserted in such newspaper published in the City of Annapolis Anne Arundel County, Maryland, as he shall think proper of the time, place, manner and terms of sale, which terms shall be one half cash and one half in six months or all cash at the option of the purchaser or purchasers, the credit portion to bear interest from

the day of sale, to be secured by the Bond of the purchaser with surety to be approved by the 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 Courts 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 claims of the parties hereto, plaintiffs and defendants and those claiming by, from or under them or either of them: and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions, to the said trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust.

Jas. Revell

Trustees Bond, Filed & Approved Aug 29-1904.

Know all men by these presents,
That we Geo. L. Pendleton and The United States Fidelity & Guaranty Company of Baltimore Maryland are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars, to be paid to the said State of its certain Attorney, to which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly and severally firmly by these presents: sealed with our seals and dated this 29th day of August in the year nineteen hundred and four.

Whereas the above bounden Geo. L. Pendleton by a decree of the Circuit Court for Anne Arundel County, in Equity, passed on the 25th day of August 1904, in said cause of Sophia C. Young and others vs Wm. Davidge and others, No. 2521 Equity, was appointed Trustee to sell all the real estate in said proceedings mentioned and therein decreed to be sold and that he is about to sell said property.

Now the condition of the above obligation is such, that if the above bounden Geo. L. Pendleton 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 be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of Sarah Glenn

Geo. L. Pendleton (Seal)
Julian Brewer (Seal)
Frank H. Stockett (Seal)
Attorney for The United States Fidelity and Guaranty Company.
(Corporate Seal)

Hester A. Warfield et al
vs.
Martha Barnard et al

No. 2547 Equity,
Circuit Court for
Anne Arundel County.

Report of Sale - Filed 20th Sept 1904

To the Honorable the Judges of said Court.

The Report of Geo. L. Pendleton trustee appointed by a decree of this Court passed in the above entitled cause, dated the 25th day of August A.D. 1904, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with surety for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law, and the said decree and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital a daily newspaper published in the City of Annapolis, Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, he did pursuant to said notice, attend at the Court House Door, in the city of Annapolis on the 20th day of September, A.D. 1904, at twelve O'clock noon, and then and there proceed 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 the city of Annapolis, on Bladen Street as described in the plaintiffs exhibit marked Plaintiffs Exhibit No. 1 - filed in this cause.

And your said trustee sold the above referred real estate to Balto & Annapolis Short Line Railroad Co. a corporation for the sum of eight hundred and seventy five dollars, it being at that time the highest bidder therefor the terms of said sale being one-half cash on day of sale or final ratification of same by this Court and one half in six months from the date of sale, at all cash at the option of the purchaser or purchasers with security to the satisfaction of the trustee.

Geo. L. Pendleton,
Trustee.

State of Maryland,
Anne Arundel County, to wit.

I hereby certify that on this 20th day of September 1904, before me the subscriber, a deputy clerk of the Circuit Court for Anne Arundel County, personally appeared Geo. L. Pendleton Trustee 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 of sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made,

Wm. H. Woodward
Deputy Clerk.

Hester A Warfield et al
vs.
Martha Barnard et al

No 2547 Equity
Circuit Court for
Anne Arundel County.

Order Nisi 20th Sept. 1904.

Ordered this 20th day of September nineteen hundred and four that the sale of the property mentioned in these proceedings made and reported by Geo. L. Pinkerton, Trustee, be ratified and confirmed, unless cause to the contrary be shown on or before the 20th day of October 1904. Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks, before the 20th day of October 1904.

The report states the amount of the sale to be $375.00

Geo. Wells, Clerk.

We hereby agree to the immediate ratification of the within reported sale.

Geo. L. Pinkerton
Solr for pltffs & Trustee.
James H. Turner
Solr for defts.
Sherman B. Brown Supt.
for purchaser.

23rd Sept 1904.

Order 24th September 1904.

Ordered by the Circuit Court for Anne Arundel County, sitting as a Court of Equity this 24th day of September 1904, in accordance with the agreement indorsed hereon, that the sale made and reported by the trustee aforesaid be in the above entitled case be and the same is hereby finally ratified and confirmed; And the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

W. H. Thomas.

In the case of
Hester A. Warfield et al
vs.
Martha Barnard et al

In the
Circuit Court
for
Anne Arundel County.

Auditors Report & Account - Filed 14 October 1904.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause and from them has stated the within account in which costs commissions taxes & expenses and a fee to pltffs solicitor, are first allowed and the balance distributed to the parties in interest in proper proportions.

By request of defendants solicitor the costs of a previous suit No. 2507 Equity brought by the plaintiffs solicitor against the defendants in this case involving the same question and the same property have been allowed out of the share of the plaintiffs subject to exceptions. There is a petition and answer in this behalf already in the papers not acted on by the Court, hence the Auditor neither adopts nor rejects that item and considers it better to state it on this ~~as~~ than to state two accounts as the question can be disposed of by order of Court without a restatement of ~~of~~.

All of which is respectfully submitted

James W. Burns.
Auditor

Dr. The Trust Real estate of Catherine Grieve deceased in ac. with

Cr.

George L. Pendleton Trustee.

1904	To the Trustee for his commissions			$ 52	75	1904 Sept 20	By proceeds of sale of real estate as per report filed	$ 875	00
"	" " " " Expenses viz:								
"	" Advertising and Recording Capital	18	00						
"	" Auctioneer J. Roland Brady	11	00						
"	" The Trustee for Court Costs viz:								
"	" Pltffs Solicitor	$ 10	00						
"	" Defendants Solicitor	10	00						
"	" Anne Arundel Circuit Court	38	75						
"	" Sheriff	41	70						
"	" Examiner	24	00						
"	" Stenographer Miss Mary Riordan	6	80						
"	" " " Advance	4	50						
"	" Auditor	13	50	117	25				
"	" The Trustee for taxes) as follows viz								
"	" State & County for year 1902	6	84						
"	" " " " " 1903	4	63	11	47				
"	" Annapolis City (J. Jones) " 1902	4	04						
"	" " " (J. Smith) 1903	5	07	9	17				
"	" Geo. L. Pendleton fee order of Court subject to exceptions			$	30	00			
"	" Martha Barnard ½ of balance			$	312	71			
	Estate of James Forrester ½ of balance	$ 312	71						
"	Less costs in No. 2507 Equity subject to exceptions	24	60	24	60				
	Balance	288	11						
	Divided as follows.								
"	Hester A. Wilfred for dower age 72-79			30	32				
"	Sophia C. Young			257	79				
				875	00			$ 875	00

We hereby agree to the immediate ratification of the within account, except as to the item of $24 60 costs in No. 2507 Equity, reserved for the further consideration of the Court.
15th Octo 1904.

Geo. L. Pendleton
Pltffs. Solicitor & Trustee
James M. Munroe
Solr for dft.

In the matter of the mortgaged Real Estate of John H. Smith } No. 2626 Equity
In the Circuit Court
for Anne Arundel County.

Mortgage Filed - 7th June - 1904.

This mortgage, made this Seventh day of December in the year nineteen hundred and three by John H. Smith and Sarah L. Smith, his wife, parties of the first part, of Anne Arundel County, State of Maryland, and Isaac D. Cantwell and Charles W. Smith of the second part, of Anne Arundel County, of the State of Maryland, Witnesseth:

Whereas, the parties of the first part on the 5th day of August, 1901, executed their joint and several promissory note to the Farmers National Bank of Annapolis for the sum of two hundred and fifty dollars ($250) payable six months after date, upon which said note the parties of the second part were sureties, but as to the said bank were joint and several makers of the said note together with the parties of the first part and whereas it was agreed at the time of the execution of the said note that the property hereinafter mentioned and described should be conveyed by way of mortgage to the parties of the second part to secure and indemnify them from any loss or damage in the premises by reason of their suretyship, but by an error a different piece of property was conveyed to the said parties of the second part by the parties of the first part, as will appear by reference to the mortgage from the parties of the first part to the parties of the second part dated August 5th 1901 and recorded among the Land Records of Anne Arundel County in Libre W.W. No. 22, folio 67, and whereas to correct the said error these presents are executed. Now, therefore, in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold and by these presents do grant and convey unto the said Isaac D. Cantwell and Charles W. Smith, parties of the second part, their heirs and assigns, in fee-simple, the following property, namely: All that lot of ground lying in the "Great Swamp" in the Eighth Election District of Anne Arundel County near the head of Parish Creek, and which is known as a part of the Land Rural Felicity, and described as follows, in a deed made from Robert F. Howell and wife to John H. Smith dated the 23rd day of August in the year 1900 and recorded among the Land Records of Anne Arundel County in Libre W.W. No. 18 - folio 397, namely:

Bordering on the public road running from School No. 9 to Shady Side post office; also bordering the lands of Robert F. Howell, Elias A. Hodge and Robert L. Ford's supposed to contain two acres of land more or less, same being the portion of the land that was conveyed to the said Robert F. Howell and Matilda Howell by deed from Mary Lee, bearing date the 11th day of December, 1894, recorded as aforesaid in Libre W.W. No. 16 - folio 242.

Together with the improvements and buildings thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in any wise appertaining.
To Have and To Hold the above described premises unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, in fee simple forever.
Provided, however, that if the said parties of the first part shall pay or cause to be paid, take up or cause to be taken up, the aforesaid note executed by themselves, and the said parties of the second part to the Farmers' National Bank, dated the fifth day of August in the year nineteen hundred and one and all renewals or substitutes therefor, for the whole or any part thereof, when due and payable and shall indemnify and save Harmless the said parties of the second part from the and every loss, damage and expense to which they may be in any way subjected by reason of their said suretyship, and shall pay or cause to be paid all discount, interest and expenses of every kind that may accrue upon said note and of all renewals or substitutes therefor, in whole or in part, or that may be incurred by said sureties in any suit or suits that may be instituted for the collection thereof, and shall perform all the covenants herein on the part of the parties of the first part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said parties 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 herein mortgaged property which taxes, assessments, public dues, charges and the aforesaid debt represented by said note, and any and all renewals thereof and substitutes therefor, in whole or in part aforesaid, the said parties of the first part, for themselves and for their heirs, executors and administrators hereby covenant to pay when legally demandable. But if default be made in the premises and in the payment of said note or any renewal thereof, or substitutes therefor, in whole or in part or in the payment of the discount or interest thereon, or any part of either one of them at the time limited for the payment of the same, or any agreement covenant or condition of this mortgage, then the entire debt shall be due and demandable, and it shall be lawful for the said parties of the second part, their executors, administrators or assigns or Parker Ed. Runner their attorney or agent, at any time after such default, to sell the hereby mortgaged property or so much thereof as may be necessary to reimburse the said sureties for any loss which they might incur by reason of their aforesaid suretyship, and to pay whatever may remain due and owing on the said note, or any

renewal there of or substitute therefor, in whole or part, and to pay and satisfy all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers, his, her or their heirs and assigns, and which sale shall be made in the manner following, namely: upon giving twenty days notice of the time place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient, and in the event of a sale of the property under the power hereby granted, the proceeds arising from such sale to apply. First. To the payment of all expenses incident to such sale, including an appearance fee and six per cent Commissions to the party making sale of said property, and including the premiums on any bond given in any authorized surety Company, by the person exercising the power herein contained.

Secondly. To the payment of the amount remaining due on said note or any renewals thereof, or substitutes therefor in whole or in part, both for principal, discount interest and costs, and to the reimbursement of the said parties of the second part, for any and all loss or damage which they may have sustained or become liable for by reason of their said suretyship.

Thirdly. To the payment of any other note or notes, or renewals thereof, or substitutes therefor that may fall due and not be paid by the said parties of the first part their executors administrators and assigns, until all of the notes upon which said mortgagees or any of them are sureties for the parties of the first part and any and all other notes of the said parties of the first part, due to the said Bank, or which the said Bank may have discounted shall be fully paid and satisfied by the said parties of the first part.

Fourthly. The surplus, if any, to pay over to the said parties of the first part, or to whomever may be entitled to the same.

And the said parties of the first for themselves and for their executors, administrators and assigns do further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged property to at least the amount of two hundred and fifty 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 mortgagees to the extent of their lien or claim thereunder.

Witness the hands and seals of the said mortgagors.

Test: Harris S. Starkett — John H. Gilbert (Seal)

State of Maryland,

Anne Arundel County, To wit:

I hereby certify, That on this seventh day of December in the year Nineteen Hundred and three before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County,

personally appeared John H. Smith, and acknowledged the aforegoing mortgage to be his act.
And now at the same time also personally appeared Isaac S. Gruver one of the within named mortgagees, and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth.
Witness my hand and notarial seal

Notary's seal

Hannie L. Stockett
Notary Public

Bond- Filed and approved June 7-1904.

Know all men by these presents, That we James M. Munroe and Frank A. Munroe of Annapolis Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred 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 May in the year one thousand nine hundred and four.
Whereas, the above bounden James M. Munroe in execution of a power of sale contained in a mortgage from John H. Smith dated the 7th day of December in the year 1903 and recorded in the Land Records of Anne Arundel County in Liber G. W.no. 34, folio 372, is about to sell the property in the said mortgage mentioned and described.
Now, the condition of the above obligation is such that if the above bounden James M. Munroe do, and shall abide by and fulfil any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.
Signed, sealed and delivered
in the presence of
Mary Riordan

James M. Munroe (Seal)
Frank A. Munroe (Seal)

In the matter of the sale
of the mortgaged Real
Estate of John H. Smith

No. 2626 Equity
In the Circuit Court
for Anne Arundel County.

Report of sale, Filed 18 June-1904.

To the Honorable, The Judges of said Court.
The report of James M. Munroe, the attorney named in the mortgage filed in this cause to make sale in event of default under said mortgage, respectfully shows:
That default having been made under the said mortgage

and the mortgagor having assented thereto he did advertise the property in the said mortgage described, for sale in the Maryland Republican, a newspaper published weekly at Annapolis, Maryland, giving thereby more than three weeks notice of the time place manner and terms of sale, and did also send handbills of said sale to be posted in the neighborhood of the said property, and having given bond with approved security, he did pursuant to said notices of sale, attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, the 14th day of June, 1904, at eleven o'clock A. M., the advertised time of sale, and did then and there offer said property at public sale, and sold the same to William T. Rogers at and for the sum of three hundred dollars, he being then and there the highest bidder therefor; said sale being for cash, and he further reports that the purchaser has paid the said purchase money and herewith files a handbill of the said sale with the auctioneer's certificate of sale endorsed thereon, and now submits the same for the ratification of this Honorable Court. And as in duty, etc.

James M. Munnor
Attorney named in mortgage.

State of Maryland,
Anne Arundel County, To wit:

I hereby certify, that on this 18th day of June in the year 1904, before me the subscriber, a deputy clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James M. Munnor, attorney named in the mortgage filed in this case, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated and that said sale was fairly made.

Wm. M. Woodward
Deputy Clerk

In the matter of the sale of the mortgaged Real Estate of John H. Smith } In the Circuit Court for Anne Arundel County No. 2626 Equity.

Order Nisi 28th June-1904.

Ordered, this 28th day of June, 1904, That the sale of the property mentioned in these proceedings made and reported by James M. Munnor Attorney, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 28th day of July next: Provided, a copy of this Order be inserted some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of July next.

The report states the amount of sales to be $300.00

Geo. Wells, Clerk.

Certificate Publication Order Nisi Filed 6 Aug. 1904

Annapolis, Md. July 26 1904.

I hereby certify that the annexed Order Nisi in the matter of the sale of the mortgaged real estate of Jno. H. Smith was published in the Maryland Republican a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 26 day of July 1904, the first insertion being made the 2nd day of July 1904.

J. Oliver Trundle

One of the Publishers

Order of Final Ratification of Sale 6 Aug. 1904.

Ordered by the Court this ninth day of August 1904, that the sale made and reported by the Trustee aforesaid, be and the same hereby — Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouched for the Auditor.

J. Thomas Jones.

Hand Bill Filed 18 June 1904 and Auctioneers Certificate endorsed thereon.

In the case of The mortgaged Real Estate of Jno. H. Smith } In the Circuit Court for Anne Arundel County.

Auditor's Report & Account Filed 7 Sept 1904.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within mortgage account in which taxes the attorneys costs, commissions and expenses are allowed after which the balance is distributed in part payment of the mortgage debt. All of which is respectfully submitted.

James W. Owens,
Auditor

464

The mortgaged Real Estate of John H. Smith in ac with

Dr.

Cr.

James Wm. Hammond, Atty.

1904				1904		
June 14.	To Atty for his Commissions	18	00	June 14	By proceeds of sale	$300 00
	To Clerk of Circuit Court	8	60			
	To Solicitors, appears fee	10	00			
	To Auctioneer	3	00			
	To Maryland Repub advertising bond bills, and order nisi	8	00			
	To Posting Hand Bills		50			
	To Taxes (1902)	7	12			
	" " (1903)	4	22			
	" Auditor	4	50			
	To this balance on account of mortgage claim	234	06			
		$300	00			

Claim under Mortgage of Indemnity.

Note to Farmers National Bank
J. J. Cuttrell and C. W. Smith
Sureties 250 00
Int from July 5/04 to Jun 14/04
4 m. 9 dys 5 40

$255 40

Applied to Mortg. debt		$234 06
Balance due on note		21 34
		$255 40

Final Order March 3rd 1905.

In the Circuit Court for

Anne Arundel County.

Ordered by the Court this 3 day of March 1905 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and that the Trustee apply the proceeds accordingly with due proportion of interest as the same has been or may be received.

J. Thomas Jones.

Frank Beverly
vs
George Lee Beverly

No. 2450 Equity
In the Circuit Court
for Anne Arundel County

Bill of Complaint - Filed 17th June 1902.

To the Honorable The Judge of said Court

The Bill of Complaint of Frank Beverly, of Roanoke County, in the State of Virginia, respectfully shows, unto Your Honor:

1st. That a certain James Henry Coleman, late of Anne Arundel County, and State of Maryland, being seized and possessed of Ten Acres of land with improvements thereon, situate in the Third Election District of Anne Arundel County, and State of Maryland, which was conveyed to him and Louisa Coleman his wife, since deceased as tenants of the entirety by John Healy, Administrator of Timothy O'Brien by deed dated on the twentieth day of February in the year eighteen hundred and eighty-three and recorded in Libre J. H. No. 21 folio 91 &c. out of the Land Record Books of Anne Arundel County See Exhibit "A." herewith filed as part of this Bill departed this life intestate and childless, on or about the 20th. day of September 1900

2nd. That the death of his said wife Louisa having occurred sometime prior to his death, the title of the property aforesaid became vested in him the said James Henry Coleman as the surviving tenant, and upon the death of the said James Henry Coleman, descended to Maude Beverly and George Lee Beverly hereinbefore mentioned, as the heirs at law of the said James Henry Coleman they being the only living children of Ellen Beverly a deceased sister of the said James Henry Coleman.

3. That said Frank Beverly and George Lee Beverly are adults above the age of twenty one years and now residents of the State of Maryland.

4. That since the filing of the bill in this cause, it has been discovered that Grace Neal is a sister of the said intestate, and also a non resident of the State of Maryland, and as the said property is not susceptible of division, it is therefore to the best interest of all concerned to have the said real estate sold, and after paying all costs and expenses to have the balance of the proceeds of sale disbursed by direction of the Court, and that your Petitioner may have such other and further relief as his case may require.

May it please your Honor to grant an order of publication giving notice to the said George Lee Beverly, who is a non resident as before stated and whose whereabouts are unknown, of the subject and object of this bill warning him to appear in this Court in person or by Solicitor on or before a certain day to answer the premises, and to show cause, if any he has, why a decree should not pass as prayed And as in duty &c.

William F. Minnick
Solicitor for plaintiff.

Exhibit "A" Filed 17th June 1902.

This Deed made this twentieth day of February in the Year of Our Lord Eighteen hundred and Eighty three by John Kealy administrator de Bonis non of Mary O'Brien deceased late wife of Timothy O'Brien late of Anne Arundel County in the State of Maryland of the first part and James Henry Coleman and Louisa Coleman his wife of Anne Arundel County aforesaid of the second part Witnesseth Whereas by deed bearing date the fourth day of February A.D. 1871, duly recorded among the Land Records of Anne Arundel County in Liber J. H. No. 5 f. 257 a certain J. Wesley Brooke conveyed the land of which the land hereby mentioned and hereby conveyed is a part, to Mary O'Brien, then wife of Timothy O'Brien and whereas afterwards on the 21st day of June A.D. 1873, the said Mary O'Brien and Timothy O'Brien her husband did sell to James Henry Coleman the land hereby conveyed and hereinafter described and whereas after the death of said Mary the said Coleman did continue to make payments on account of the purchase money and interest thereon to Timothy O'Brien as surviving husband and administrator of said Mary and whereas afterwards in the year A.D. 1883 said Timothy O'Brien departed this life before the said Coleman had completed the payment of the purchase money for the land hereby conveyed, and afterwards on the ninth day of January A.D. 1883, the said John Kealy was appointed administrator de Bonis non upon the personal estate of said Mary O'Brien as will appear by reference to the proceedings of the Orphans Court of Anne Arundel County aforesaid in the Office of the Register of Wills for said County. And whereas now the said Coleman has paid to said Kealy the balance due on said land, being the sum of Thirty six dollars and fifty seven cents which with the payments heretofore made by said Coleman to said Mary and Timothy, amount to Three Hundred Dollars, principal debt and ninety eight dollars and seven cents interest thereon. Now therefore, in Consideration of the premises the said John Kealy, Administrator de Bonis non of Mary O'Brien deceased, does by these presents grant and convey unto the James Henry Coleman and Louisa Coleman his wife of Anne Arundel County as tenants of the entirety, the following lot or parcel of ground containing ten acres.

Beginning for the same at a stake and stone set on the north side of the Road (now) Public Road and running from thence the following courses and distances to wit:

N. 12° W. 8 3/10 perches to a stake and stone; thence N. 30° E. 13 5/10 perches to a stake and stone about 6 feet, north of a large poplar tree, thence N. 52° E. 47 5/10 perches to a large white oak tree in the 12th line of the original tract and at the end of 66 perches on said line, thence with said line S. 6° E. 35 perches to a stake, and stone at the end of the third line of the land conveyed by William Hammond to Randolph Phipps thence reverse of said line S. 57° W. 40 perches to the north side of the aforesaid

Broad Neck Road, thence with said road as follows; N. 62° W. 2½ perches S. 81° 30' W. 6 perches & 65° 30' W. 1 9/10 perches, thence in a straight line to the place of beginning, Situate in the Third Election District of said Anne Arundel County on the North side of Severn River Containing and now out Lot and containing ten acres of land more or less as laid down on a survey thereof by Louis Green Esq., made the 12th day of February 1883, being part of the land conveyed by J. Wesley Bourke and wife to Mary O'Brien do aforesaid, Together with the improvements thereon erected and the rights, ways, water privileges and appurtenances thereto belonging or in anywise appertaining. To the said James Henry Coleman his wife in fee simple forever as tenants of the entirety the said John Kraly, administrator De Bonis bon, being first duly authorized and directed by order of the Orphans Court for Anne Arundel County to execute this deed by an order passed on the 20th day of February A.D. 1883, Witness the hand and seal of the said John Kraly Administrator De Bonis bon of Mary O'Brien, the day and year first above written.

Test: Robert H. Welch

John Kraly (Seal)

State of Maryland,

Anne Arundel County, Sct:

I hereby certify that on this 20th day of February A.D. 1883, before me the subscriber, a Justice of the peace in and for the State and County aforesaid personally appeared John Kraly, Administrator De Bonis bon of Mary O'Brien, deceased, and acknowledged the foregoing deed to be his act.

Robert H. Welch J.P.

Recorded 21st February 1883.

State of Maryland,

Anne Arundel County, Sct.

I hereby certify that the foregoing is truly taken and copied from Liber J.H. No. 21 folio 9 &c. One of the Land Records for Anne Arundel County.

(Seal) In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for said County this 16th day of June A.D. 1902.

Geo. Wells, Clerk

Subpoena issued as prayed, and returned summond

Geo. Thos Brasley Plf

Order of Publication. Filed 16th June 1902.

Frank Brerely
vs.
George Lee Brerely

No. 2450 Equity
In the Circuit Court
for Anne Arundel County.

The object of this suit is to procure a decree for the sale of ten acres of land with the improvements thereon, situate in the Third Election District

of Anne Arundel County, in the State of Maryland, belonging to the late James Henry Coleman.

The Bill states that the said James Henry Coleman died intestate on or about the 20th day of September 1900 seized of said property leaving as his only heirs at law the said Frank Beverly of Roanoke, Virginia, and George Lee Beverly whose whereabouts are unknown, but who is a non-resident of the State of Maryland. That it is necessary to have said property sold in order to satisfy certain claims which have been filed against the estate of the said James Henry Coleman.

It is thereupon this 18th day of June 1902, ordered that the Plaintiff by causing a copy of this Order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 18th day of July-1902 give notice to the said George Lee Beverly of the object and substance of this suit and warn him to appear in this Court in person or by Solicitor on or before the 5th day of August 1902, to answer the premises and show cause if any he has, why a decree ought not to pass as prayed.

Geo. Wells, Clerk.

Certificate of Order Publication - Filed 25 June- 1903.

Annapolis, Md. Aug. 26- 1902.

We hereby certify, That the annexed advertisement Order of Publication in the case of Frank Beverly vs. Geo. Lee Beverly, No. 2450 Equity was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md once a week for 4 successive weeks before the 18th day of July - 1902, the first insertion appearing on the 19th June 1902.

W. M. Abbott,
Publisher

Frank Beverly
vs.
George Lee Beverly

No 2450 Equity.
In the Circuit Court
for Anne Arundel County.

Petition to make new party defendant

Filed 24 June-1903.

To the Honorable, The Judges of said Court.

The petition of Frank Beverly plaintiff in the above entitled cause respectfully represents.

1st That since the filing of the bill of Complaint in this cause your petitioner has received information to the effect that a certain Grace Veal now residing in Roanoke Virginia claims to be the sister of the late James Henry Coleman deceased mentioned in said Bill of Complaint.

2nd That Your petitioner is advised that it may be necessary to make said Grace Veal a party to these proceedings, and that she be allowed to answer the bill of Complaint filed therein.
Your petitioner therefore prays Your Honors to allow the said Grace Veal to be made a party defendant to this cause, and that she may answer the bill herein filed, and be bound by any decree passed in the proceedings.

And as in duty &c.

William F. Higinbotham
Solr. for Plaintiff

Order 29th June 1903.

Ordered this 29th day of June 1903 by the Circuit Court for Anne Arundel County that Grace Veal, be and she is hereby made a party defendant to the above entitled Cause, and that she be allowed to answer the bill of Complaint filed therein, within twenty days from this date, the Court being informed by plaintiffs Counsel that the said Grace Veal will waive summons.

Jas. Revell

Frank Beverly	No. 2450 Equity
vs.	In the Circuit Court
George Lee Beverly	for
Grace Veal	Anne Arundel County.

Answer of Grace Veal Filed 20th July 1903.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.
The respondent, Grace Veal, waives the summons of this Court in the above entitled cause, having personal notice of the pendency of the proceedings thereof, and in answer to the bill of Complaint filed therein respectfully represents unto Your Honors.
First: That she admits the allegations in the first, third and fourth paragraphs of said bill of Complaint.
Second: That she denies that portion of the second paragraph of said bill of Complaint which recites that the title to the property of James Henry Colemans, deceased, descended to Frank Beverly and Lee Ge Beverly, as the heirs at law of the said James Henry Coleman deceased
Third. That your respondent avers and charges that she, the said Grace Veal, is the only one living of the brothers and sisters of the said James Henry Coleman, deceased, and is therefore the nearest of kin, and the only legal heir at law of the said James Henry Coleman deceased
Fourth. That your respondent admits that the land and improvements thereon of which the said James Henry Coleman died seized and possessed, should be sold to satisfy all claims against it, and to this end consents to the passage of a decree as prayed in said bill of Complaint.

And as in duty &c.
Witness M.O. Franklin
Grace Neal
made

State of Virginia City of Roanoke, to wit:

This day personally appeared before me, Laurince S. Davis, a Notary Public in and for the City of Roanoke and State of Virginia, Grace Neal, and made oath that the facts set forth in the foregoing answer, so far as they come within her own knowledge are true, and so far as based upon information derived from others she believe them to be true, And I further certify that said Grace Neal signed the foregoing answer in my presence in my city and state aforesaid.

Given under my hand and Notarial Seal this 16th day of July 1903.

Notary's seal

Laurince S. Davis
Notary Public
My Commission Expires Jany 16-1905

Frank Beverly
vs.
George Lee Beverly and
Grace Neal

No. 2450 Equity
In the Circuit Court
for
Anne Arundel County.

Replication - Filed 20th July 1903.

The plaintiff joins issue on the matters and things alleged in the answer of Grace Neal, so far as the same may be taken to avoid or deny the allegations of the bill of Complaint filed in these proceedings

William F. Mimmack
Solr for pltff

Frank Beverly
vs.
George Lee Beverly and
Grace Neal

No 2450 Equity,
In the Circuit Court
for
Anne Arundel County.

Decree Pro Confesso & Order for testimony

The order of Publication heretofore filed in this cause having been duly published and George Lee Beverly defendant named therein having failed to appear and answer the Bill of Complaint as by said order he was required to do. And in the default of the said defendant, and being submitted on behalf of the Complainant.

It is therefore this first day of August, nineteen hundred and three by the Circuit Court for Anne Arundel County adjudged ordered and decreed that the said Bill of Complaint be and the same is hereby taken pro confesso against the said defendant so in default.

And the plaintiff is hereby authorized to take testimony before one of the Examiners of this Court in support of the allegations of said Bill of Complaint, as prayed herein.

Jas. Revell

Frank Beverly
vs
George L Beverly et al

In the Circuit Court
for Anne Arundel Co.
No. 2450 Equity

Testimony Filed 14 Sept 1903

Pursuant to an order of this Court passed in the above entitled cause on Aug. 1 - 1903, the following testimony was taken before me on Aug. 11 1903, at my office in the city of Annapolis.
In cases where witnesses did not sign, the signature was waived as they could not write.

Hugh R. Riley - Examiner

Present:

William F. Timmins, Esq. Solicitor for plaintiff:
Hugh R. Riley, Esq., Examiner.

Adelaide Jones, a competent witness of lawful age was duly sworn and testified as follows:

Q State your name, residence and occupation?
A Adelaide Jones, near St Margarets A.A. Co. House-keeper.
I am the step daughter of James Henry Coleman, I lived with him about twenty-five years, I am thirty four years old now. Coleman married my mother when I was a baby.
Q What was your mother's name?
A She was a widow named Louisa Taylor.
Q Were there any children of this marriage.
A No.
Q About when did your mother die?
A. July - 12 - 1893.
Q How long after that did you live with Coleman?
A I left there in 1897.
Q When did Coleman die?
A In September 1900.
Q Did he have any land there?
A He had ten acres.
Q Did you ever hear him speak of any sisters or brothers?
A Yes of Ellen Beverly, a sister.
Q Where did she live?
A Roanoke, Va.,
Q Did he ever write to Ellen Beverly?
A Yes I wrote for him plenty of times, She answered them.
Q Is Ellen Beverly living now?

A. The boy said his mother was dead.
Q. Do you know how many children she left?
A. She said she had three.
Q. Did you ever hear of Frank Beverly?
A. No.
Q. Do you know where James Henry Coleman lived before he came to this section?
A. He said he was from Roanoke Va., he said Ben Ted Watts was his old master and John Alley Watts was his young master.
Q. When did he come to this part of the country?
A. Befor I was born.
Answer to the general question under the rule of Court: "No."

Adelaide Jones.

Allen Champ, a competent witness of lawful age, was duly sworn and testified as follows:
Q. State your name, residence and occupation?
A. Allen Champ, near St. Margarets I am a carpenter.
Q. You have heard the testimony of Adelaide Jones, the witness who preceded you, can you testify from your own knowledge as to the truth of the statements she made?
A. Yes, her statements are true.
Q. Do you know anything about the land Coleman had?
A. Yes, he had about ten acres. There were a few fruit trees on it. There was a log cabin in a bad state of repair. I think the property is worth about $150 dollars. The improvements are without value.
Q. Who attended to Coleman during his last illness?
A. Lindsay and Tucker took care of him during his illness, no one was with him when he died.
Answer to the general question under the rule of Court: "No."

Allen Champ.

William Tucker, a competent witness of lawful age was duly sworn and testified as follows:
Q. State your name residence and occupation?
A. William Tucker, in Annapolis, Laborer.
Q. Do you know Frank Tucker?
A. Yes, he is my son.
Q. Do you know whether or not he rendered any service to the late James Henry Coleman?
A. He did, he waited on him when he was sick, went errands for him and tended to the property. That lasted at least three months.
Q. About when did he go to wait on him?

A. About the last of May or first of June. He waited one hour from that time until they put them away. He came to town and got the undertaker. He also looked after the property after Coleman's death and until the lawyer took hold.

Q. Did you know the late James Henry Coleman and tell, if you know, what property he had?

A. I knew him. He had a lot of ground about ten acres, at St Margarets It was was improved by a small log house.

Q. Do you know if Coleman was ever married, if so, was his wife living at the time of his death?

A. He was married, but his wife died first.

Q. Did he leave any children?

A. Not at the time of his death. His wife was a widow and left children by a former marriage.

Q. What was the wife's name?

A. Louisa.

Q. Do you know of any will he left?

A. I think not.

Answers to general question under the rule of Court: "No"

Richard Lindsay, a competent witness of lawful age was duly sworn and testified as follows:

Q. State your name, residence and occupation?

A. Richard Lindsay, at St Margarets, farm hand.

Q. Did you know the late James Henry Coleman?

A. Yes, I've lived together.

Q. Where did he live before he came to this section?

A. He told me he lived in Roanoke Va.

Q. Did you render any services to the late James Henry Coleman? and what do you consider a fair compensation for them?

A. I went there in the fall before he died when he was sick and nursed him until the spring and he began to walk about. I paid all the expenses during that time for both of us. I stayed there until Frank Tucker came. I think my services were worth eleven dollars. Frank Tucker stayed there until Coleman died.

Answer to general question under the rule of Court: "No."

State your name residence and occupation?

A. James A Taylor, 64 Conduit St., Annapolis undertaker.

Q. Are you or not acquainted with the parties to this suit?

A. No.

Q. Do you know whether one James Henry Coleman who lived at St Margarets in this County is living or dead?

A. He is dead, and I furnished the Coffin for him. He died on Sept. 2[illegible]

1900, and was buried on the 21st.
Q. Did James Henry Coleman have any property at the time of his death if so, how much and where was it located?
A. I understood he had a piece of land at St Margarets.
Q. Is the estate of the late James Henry Coleman indebted to you for any sum, if so, what?
A. Yes for one coffin, $18. (eighteen dollars) with interest for three years.
Q. Do you know of any service rendered by Frank Tucker to the deceased?
A. He came for the coffin. He also said he had been running him. He was in charge of the property and came to see me often about matters pertaining to Coleman.
Answer to the general question under the rule of Court: "No"
James S. Taylor

Grafton Linvall, a competent witness of lawful age, was duly sworn and testified as follows:
Q. What is your name, residence and occupation?
A. Grafton Linvall, near St. Margarets, in the Third District of Anne Arundel County, My occupation is a farmer.
Q. Did you know a certain James Henry Coleman, late of St Margarets?
A. Yes, He is dead, Heard Jaccard to my recollection about September of 1900.
Q. Do you know what property he had there, if any?
A. He had about ten acres near St Margarets with a log cabin on it.
Q. Was he ever married?
A. He lived as man and wife with Louisa Coleman, who died before him.
Q. Did he leave any children?
A. No.
Q. Do you know anything about Frank Berry and George Berry?
A. Coleman told me they were his nephews. He said he had one sister who was the mother of these boys. I believe her name was Ellen.
Q. How long had you known Coleman?
A. When I met he came to the locality which was just after the war. He said he came from Virginia.
Q. Tell what you know of the circumstances of Coleman's death?
A. He was found dead. I was notified as Justice of the Peace. I went there but did not hold an inquest as the physician stated that he died of heart trouble.
Q. What became of Coleman's papers?
Myself Dr. Ridout and William Tucker searched for his papers and delivered them to me. There was no will among the papers

and none was ever found. He had told me that he had no will.
Answer to the general question under the rule of Court "No".
Grafton Duvall.

Frank Beverly
vs
George Lee Beverly and
Grace Neal

No 2450 Equity
In the Circuit Court
for
Anne Arundel County.

Petition of Frank Beverly for commission to take testimony out of the State. Filed 28 Octobre 1903.

To the Honorable, the Judges of said Court.

The petition of Frank Beverly, Plaintiff in the above entitled cause, respectfully shows:

That it is necessary to take testimony out of the State of Maryland, in addition to the testimony already taken. Your petitioner therefore prays this Honorable Court to issue a Commission appointing G. H. Penn and Lawrence S. Davis, Examiners, to take said testimony in the City of Roanoke, in the State of Virginia.

And as in duty &c.

William F. Timmins,
Solicitor for petitioner.

Order for Commission 31st Octobr 1903.

Ordered this 31st day of Octobr, 1903, by the Circuit Court for Anne Arundel County, in equity that a commission for testimony be paid as prayed

Jas. Revell

Commission to take Testimony.

Maryland SS.

The State of Maryland.

To G. H. Penn and Lawrence S. Davis, of the City of Roanoke in the State of Virginia: Greeting:

Know, That we have appointed you to be our Commissioners to examine evidence in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between Frank Beverly, Complainant, and George Lee Beverly and Grace Neal Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient you cause to come before you all such evidence as shall be named and produced to you by either the Plaintiff or Defendants; and that you examine them or their corporal oaths to be by you administered in due form of law, touching their knowledge or remembrance of anything that may relate to the

cause aforesaid: and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same with this our commission closed under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Witness the Honorable J. Thomas Jones, Chief Judge of the Circuit Court for Anne Arundel County this second day of November Anno Domini 1903.

Issued the 4th day of November 1903.

Geo. Wells, Clerk

(Seal Cir. Ct. A. A. Co.)

Commissioner's Oath

In the presence of Almighty God you do solemnly promise and declare that you will according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, annexed upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you, by either of the said parties.

G. H. Penn,
Laurence S. Davis,

Subscribed and sworn to before me this 19th day of November 1903.

(Seal)

Charles H. Shields
Notary Public
My commission expires
Jany 15- 1907.

Clerk's Oath.

In the presence of Almighty God you do solemnly promise and declare that you will truly faithfully, and without partiality, to any or either of the parties in this cause, take, write down and transcribe the depositions of all and every witness and witnesses produced before and examined by the Commissioners named in the Commission hereunto annexed, as far forth as you are directed and employed by the said Commissioners, to take, write down, and transcribe the said depositions, or any of them.

R. C. Joyce

Subscribed and sworn to before me this 19th day of November 1903

(Notary's Seal)

Charles H. Shields
Notary Public
My Commission Expires Jany 15th 1907

Testimony - Filed 26 January 1904.
In the
Circuit Court for
Anne Arundel County.
No. 2450 Equity.

Frank Beverly
vs.
George Lee Beverly and
Frank Neal

Pursuant to an order of this Court passed in the above entitled cause on October 31st 1903, the following testimony was taken before us on Nov 20th 1903, at the office of Laurence S. Davis, in the City of Roanoke Va.
Present: Laurence S. Davis and G. H. Penn, Commissioners
R C. Royer, Clerk.

G. H. Penn, Examines
Laurence S. Davis, Examines.

Frank Beverly, a witness of lawful age, having been first duly sworn, testified as follows:

Examined.

By G. H. Penn.

Q What is your name?
A. Frank Beverly.
Q. Where do you live?
A. Roanoke Virginia
Q. When were you born?
A I was born at Col. Watts Place in Roanoke County.
Q. How old are you?
A About sixty seven or sixty eight.
Q How long have you lived in Roanoke?
A I have lived in Roanoke County all my life until twenty years ago when I moved to Roanoke City
Q Did you know James Henry Coleman?
A Yes Sir.
Q Was he related to you, if so, in what way?
A I married his sister.
Q Where did James Henry Coleman live?
A He lived at Col. Watts Place in Roanoke County.
Q When did he leave Roanoke, and where did he go?
A He left Roanoke County about thirty five years ago, I do not know where he went.
Q Did you ever correspond with him?
A Yes Sir:
Q How long has it been since you heard from him?
A. I have not heard from him for about twenty five years.
Q. Where was he the last time you heard from him?
A. I do not know where he was. I forgot.
Q. Did he ever state to you that he had any property?
A I have heard that he had some.

Q. Where did you hear it?
A. He wrote to my wife that he had property.
Q. Do you know whether he ever married?
A. I dont know.
Q. Do you know whether he had any children?
A. I never knew him to have but one child and she is dead.
Q. Did he leave any child or children when he died?
A. He left child here when he died, but she has since that time died.
Q. Where are the father and mother of Coleman?
A. His Father and Mother are both dead.
Q. Did he have any sisters or brothers?
A. Yes Sir.
Q. Who were they and how many of them are now living; and where?
A. He has only one Sister living, Grace Neal, who lives in Roanoke City and has no Brothers.
Q. Is Grace Neal the sole survival of James Henry Coleman's Brothers heirs?
A. Yes.
Answer to the general question under the Rule of Court.
A. No.
And further this deponent says not.
Witness S. H. Penn. Mat x Beverly.
his mark

Grace Neal a witness of lawful age, having been first duly sworn deposes as follows.
Examined,
By S. H. Penn.
Q. What is your name?
A. Grace Neal.
Q. Where do you live?
A. In the City of Roanoke.
Q. Where were you born?
A. On the Watts Farm in Roanoke County.
Q. How old are you?
A. About sixty years old.
Q. How long have you lived in Roanoke?
A. I have lived all my life in Roanoke County, until the last twenty years in Roanoke City.
Q. Did you know James Henry Coleman?
A. Yes.
Q. Was he related to you if so, in what way?
A. He was my brother.
Q. Where did James Henry Coleman live?
A. He lived on the Watts Farm in Roanoke County until he left this Country.
Q. When did he leave?

A. He left here the first or second year after the war.
Q. Where did he go?
A. I do not know.
Q. Did you ever write to him any?
A. No.
Q. Did he ever state to you that he had any property?
A. He wrote to my sister Ellen that he had a farm and that he wanted to come to see us, but afterwards wrote that his wife died and he was taken sick and could not come.
Q. Do you know whether he ever married?
A. He was married before he left here, but after he left his wife died, and I suppose he married again.
Q. Do you know whether his wife died before he did?
A. His wife died two before he did.
Q. Were there any children born to this marriage?
A. One and that has died since Coleman died.
Q. Where are the Father and Mother of Coleman?
A. Both dead.
Q. Did he have any Sisters and Brothers?
A. He had four brothers and eight sisters and they are all dead except me.
Q. Are you the sole survivor of James Henry Coleman Brothers and Sisters?
A. Yes.
Q. To the general question under the Rule of Court.
A. No.
And further this deponent says not.
Witness: G. H. Penn
Grace (her mark) Neal
There being no further testimony to be taken in this Cause the Examiners hereby return the same into Court.
G. H. Penn Seal
Laurence A. Davis Seal

Frank Berrly
vs
George Lee Berrly and
Grace Neal

No 2430 Equity
In the
Circuit Court for
Anne Arundel County.

Petition of Pltff to amend Bill - Filed 16 Sept 1904.

To the Honorable The Judges of said Court.
The petition of Frank Berrly plaintiff in the above entitled Cause respectfully asks leave of this Court to amend his bill of Complaint by striking out the fourth and fifth paragraphs thereof and to insert the following, to be known as paragraph No 4.
That since the filing of the bill in this Cause it has been discovered that Grace Neal is a Sister of the said intestate, and also a non resident of the State of Maryland, and as the said property is not susceptible of division, it is therefore to the best interest of all concerned

to have the said real estate sold, and after paying all costs and expenses & to have the balance of the proceeds of sale disbursed by direction of this Court. And that your Petitioner may have such other and further relief as his case may require.

And as in duty &c.

Wm. F. Krimmel
Solr for petitioner.

Ordered Sept 16th 1904, to amend Bill of Complaint.

In the Circuit Court for Anne Arundel County,
Ordered this 16th day of September in the Year 1904, that the petitioner have leave to amend his Bill of Complaint as prayed for in the aforegoing petition, and that further proceedings be had as if the said bill had been originally as amended the said Grace Neale having filed her answer to the case, consents to a sale of the property bought to be sold.

Jas. Revell.

Frank Beverly
vs.
George Lee Beverly and
Grace Neal

No 2450 Equity
In the
Circuit Court for
Anne Arundel County.

Decree Sept 17-1904.

This case standing ready for hearing and being submitted by the plaintiff, the Bill and all the other proceedings were by the Court read and considered.

Whereupon it is on this Seventeenth day of September in the year nineteen hundred and four, by the subscriber, one of the Judges of said Court, and by the authority hereof, adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold.

That William F. Krimmel be, and he is hereby appointed Trustee to make said sale, and that the Course and Manner of his proceedings be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by said Clerk of this Court in the penalty of four hundred 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 the said sale, having first given at least three weeks previous notice, inserted in some newspaper printed and published in Anne Arundel 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 half cash on the final ratification of the sale by the Court, and the balance in six months from the day of sale, the credit payment or payments to bear interest & to be secured by the purchaser

to the trustees satisfaction, A deposit of $25 on account of purchase money will be required on the day of sale.
And as soon as may be convenient after any such sale or sales the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale or sales annexed, And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said 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 to this cause, and of any person or persons claiming by, from or under them, or any of them. And the said Trustee shall bring into this Court the money arising on such sale or sales and the note 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 this trust. And it is further ordered that at the time of advertising said sale, the trustee give notice to the creditors of the said James Henry Coleman to file their claims with the Clerk of this Court, with the vouchers thereof duly authenticated within thirty days from the advertised day of sale or the proceeds of sale to await the further order of this Court.

Jas. Revell.
Associate Judge of the
5th Judicial Circuit of Md.

Bond filed and approved Sept. 23-1904.

Know all men by these presents, that we William F. Timmis and Joseph S. Hayes, of the City of Annapolis in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Four Hundred 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 twenty third day of September in the year nineteen hundred and four.

Whereas the above bounden William F. Timmis by the decree of the Circuit Court for Anne Arundel County passed on the seventeenth day of September in the year nineteen hundred and four in a cause in said Court depending known as No. 2455 Equity, Frank Beverly vs. George Lee Beverly, et al. was appointed trustee to sell the land therein decreed to be sold, Now the condition of the above obligation is such that if the above bounden

William F. Minnick, 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 it to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of
Wm. H. Woodward

William F. Minnick (Seal)
Joseph A. Hays, (Seal)

Frank Beverly
vs.
George Lee Beverly and
Grace Veal

No. 2450 Equity
In the Circuit Court
for
Anne Arundel County.

Trustee's Report of Sale. Filed 19 October 1905

To the Honorable, The Judges of said Court.

The report of William F. Minnick, Trustee respectfully shows:

That he gave his bond with approved security in this case, and advertised the property decreed to be sold for at least three weeks as required by the decree, in the Maryland Republican, a newspaper printed and published weekly in the City of Annapolis, Maryland and also by hand bills, which he caused to be posted at the Court House door in Annapolis, and extensively distributed in the neighborhood of the property to be sold.

That in pursuance of the aforesaid notices of sale, wherein he gave due notice of the time, place, manner and terms of said sale, he attended in person at the Court House door, in the City of Annapolis, on Tuesday the 18th day of October 1904, at 11 O'clock A. M. and then and there offered the property mentioned in these proceedings, and sold the same to George Tracey at and for the sum of Two hundred and twenty-five dollars, he being then and there the highest bidder therefor.

All of which is respectfully submitted.

William F. Minnick
Trustee.

State of Maryland.
Anne Arundel County, To wit:

I hereby certify that on this nineteenth day of October, in the year nineteen hundred and four before me, the subscriber deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared William F. Minnick, the within named Trustee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale, are true as therein stated to the best of his knowledge and belief, and that said sale was fairly made.

Wm. H. Woodward
Deputy Clerk.

Frank Beverly
vs.
George Lee Beverly and
Grace Neal

In the
Circuit Court for
Anne Arundel County
No. 2450 Equity

~~Order Nisi 19 October 1904.~~

State of Maryland, Anne Arundel County, To wit:
I Hereby Certify that on this nineteenth day of October in the Year nineteen hundred and four before me the Subscriber, Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared William F. Cummins, the within named Trustee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale, are true as therein stated to the best of his knowledge and belief, and that said sale was fairly made.

Wm. H. Woodward.
Deputy Clerk.

Order Nisi 19 October 1904.

Ordered, this 19 day of October, 1904, That the sale of the property mentioned and these proceedings made and reported by William F. Cummins, Trustee, be Ratified and Confirmed unless cause to the Contrary be shown on or before the 19 day of November next: Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of November next.

The report states the amount of sale to be $225.00.

Geo. Wells, Clerk.

Certificate Publication Order Nisi
Filed 25 Nov. 1904.

Annapolis, Md Nov. 25 - 1904

I hereby certify that the annexed Order Nisi in the matter of Frank Beverly vs George Lee Beverly and Grace Neal was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 19 day of November 1904, the first insertion being made the 22nd day of October, 1904.

H. S. Kenchington
One of the Publishers

Final Order of Ratification of Sale 25 Nov. 1904.

Ordered by the Court, This 25th day of November 1904, that the sale made and reported by the Trustee aforesaid, by and the same is hereby Ratified and Confirmed, no cause to the Contrary having

been shown although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor, to whom this case is referred.

Jas. Revell.

Frank Beverly
vs.
George Lee Beverly and
Brad Neal

No. 2450 Equity
In the
Circuit Court
for Anne Arundel County.

Petition of Trustee to Pay Orphans Court Expenses &c. Filed 28th Nov. 1904.

To the Honorable the Judges of said Court.

The petition of William H. Kinnick respectfully shows:

1. That on the second day of July in the year nineteen hundred and one Your petitioner was appointed administrator of the estate of James Henry Coleman, deceased, as will appear by Letters of Exemplification herewith filed, Whose real estate was recently sold in the above entitled proceedings.

2. That the total amount of assets in the Orphans Court were insufficient to pay Costs, funeral charges, and other items filed against said estate, as will appear by a statement filed herewith, marked Exhibit W. H. K.

3. That the net proceeds of sale of the real estate of said decedent, are more than ample to pay off the deficit shown in the said statement.

Your petitioner therefore prays leave of this Court to pay said deficit out of the funds now in his hands as Trustee of the real estate of the said James Henry Coleman.

And as in duty &c.

William H. Kinnick Trustee
and Administrator.

Order 28th November - 1904.

In the Circuit Court for Anne Arundel County, in Equity, Ordered this 28th day of November 1904, upon the foregoing petition & exhibit that the same are hereby referred to the Auditor.

Jas. Revell

In the Case of
Frank Beverly
vs
George Lee Beverly et al

In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account. Filed 2 December 1904.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within Trial account in which the Trustees Costs Commissions & expenses and the taxes are allowed, them in full Sundry debts of the decedent and the balance is distributed to the heir at law of the decedent

All of which is respectfully submitted.

James W. Burns.
Auditor

						1904			
To the Trustee for his Commission viz				15	75	Oct 18.	By proceeds of sale of Real estate as per Ct filed		225 00
" " " " Expenses viz									
" Advertising, Md Republican	18	00							
" " (Order publication) Evening Capital	8	00					" By this amt from Wm. H. Winnicks Admr of Jas H. Colman		78
" Auctioneer J. Roland Brady	6	00		32	00				
The Trustee for Court Costs, viz:									
" Solicitor				10	00				
" Clerk Circuit Court				19	80				
" Sheriff				1	20				
" Examiner				4	00				
" " Lawrence S. Davis				6	00				
" Auditor				4	50				
						45	50		
" State & County taxes for 1900-1901-1902 as per Vouchers filed			1903	21	53				
The following accounts filed against the personal estate and unpaid, payable from this fund.									
" Fred Shaw & Jos Taylor appraisers				4	00				
" Jas S. Taylor for funeral expenses				18	25				
" Richard Lindsay, Attorney & Cash loaned				21	00				
" Frank Turners "				28	00				
" Mary E. Simms "				14	50				
" Jno. Sullivan, Carpenters bill				1	75				
" Collateral Inheritance tax					58				
" To Grace Real estate and sole heir at law of J. H. Colman				22	90				
				225	78				225 78

Frank Beverly
vrus
Grace Neal and
George Lee Beverly

In the
Circuit Court
for Anne Arundel County
No. 2450 Equity

Order Nisi 2' December, 1904.

Ordered this 2' day of December, 1904, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the Contrary be shown on or before the 2' day of January next: Provided, a copy of this Order be inserted in some Newspaper published in Anne Arundel County, once in Each of three successive weeks before the 2' day of January next.

Geo. Wells, Clerk.

Certificate Pub. Order Nisi - Filed 6' Jany - 1905.

Annapolis, Md, January 5th 1905.

I hereby certify, that the annexed Order Nisi in the matter of Frank Beverly versus, George Lee Beverly and Grace Neal was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 2nd day of January 1905, the first insertion being made the 3rd day of December 1904.

H. D. Kerchington
One of the Publishers

Final Order, 6' January - 1905

In the Circuit Court for
Anne Arundel County

Ordered by the Court, this Sixth day of January 1905, That the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the Contrary having been shown, although notice appears to have been given as required by the preceding Order, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. Revell.

Petition of Wm. Tucker as to distribution of money allowed Frank L Tucker in this Case - Filed 5' April 1905

Order 6th April - 1905
Granting petitioners prayer

In the matter of the mortgaged real estate of Ellen A. Gilbert & Coleman J. Gilbert } No 2663 Equity In the Circuit Court for Anne Arundel County.

Mortgage - Filed 6th September 1904.

This Mortgage, made this fourteenth day of March in the year one thousand eight hundred and eighty-nine by Coleman J. Gilbert and Ellen A. Gilbert his wife, of Anne Arundel County, in the State of Maryland Whereas, the said Mortgagors stand indebted unto Henry E. Wootton of Howard County, Maryland in the sum of Eleven hundred and seventy five dollars, for which sum they have passed to him their four promissory note, of even date herewith payable to his order three years after date with interest payable semi-annually, and to secure the payment of said note with the interest thereon payable semi annually, as aforesaid, these presents are executed, the execution and delivery whereof was made a condition precedent to the loan of the said money for which said note was given.

Now this Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar the said Ellen A. Gilbert and Coleman J. Gilbert her Husband do grant unto the said Henry E. Wootton his heirs and assigns, in fee simple the following lots or parcels of land situate in Anne Arundel County aforesaid, First, All that parcel of land containing two hundred and sixty acres of land, more or less, conveyed by deed of even date herewith from Henry E. Wootton, Mortgagee, to the said Ellen A. Gilbert and to be left for record among the Land Records of Anne Arundel County, being the property upon which Dennis B. Meade and Annie Meade his wife, formerly resided,

Second, All that parcel of land described in a deed from John H. Gilbert to the said Ellen A. Gilbert, dated 30th June 1886, and recorded among the Anne Arundel County Land Records in Libre J.H. No. 28 fol 590 and thirdly, All that lot or parcel of land described in a deed from Milford R. Hill to the said Ellen A. Gilbert, dated 6th October, 1887 and recorded among Anne Arundel County Land Records in Libre J. H. No. 31 fol 301 &c

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Henry E. Wootton his heirs and assigns forever.

Provided, that if the said mortgagors their heirs executors, administrators or assigns, shall pay to the order of the said Henry E. Wootton three years from the date hereof the sum of Eleven hundred and seventy-five dollars with interest from date payable semi-

annually, in accordance with the terms of their promissory note hereinbefore recited, 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 mortgagors and their assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured: which taxes, assessments, public dues, charges, mortgage debt and interest, the said mortgagors, for themselves their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereby 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 Henry E. Wootton, his heirs and assigns or James Revell his or their attorney or Agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making said 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 Anne Arundel County, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all Counsel or attorney's fees and a commission to the party making sale of said property Equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having Equity Jurisdiction in the State of Maryland; Secondly, to the payment of all claims of the said 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, Ellen A. Gilbert her personal representatives or assigns, or to whoever may be entitled to the same. And the said mortgagors for themselves their executors administrators and assigns, do further covenant to insure, and during the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least one thousand 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 Henry E. Wootton and his assigns to the extent of his or their lien or claim thereunder.
Witness, the hands and seals of the said mortgagors.
Test:
James A. Hurdley
State of Maryland,
Ellen A. Gilbert (Seal)
Coleman S. Gilbert (Seal)

Anne Arundel County, to wit:

I hereby certify, that that on this fourteenth day of March in the year one thousand eight hundred and eighty nine, before the subscriber, a justice of the peace of the State of Maryland in and for Anne Arundel County, aforesaid personally appeared Ellen A. Gilbert and Coleman S. Gilbert her husband, and acknowledged the aforegoing Mortgage to be their respective act: and now at the same time, before me, personally appeared also Henry E. Wootton the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide, as therein set forth.

James A. Hurdley, J.P.

Note. Filed 6th Sept. 1904.

March 14th 1889

Three years after date, we promise to pay to the order of Henry E. Wootton the sum of Eleven hundred and seventy-five dollars, for value received with interest from date, payable semi-annually $1175 00/100.

Ellen A. Gilbert
Coleman S. Gilbert

Assignment

For value received, I assign the within mortgage to George King of Anne Arundel County with interest from 14 September 1896 without recourse to me.
Witness my hand and seal this 28th day of December 1891
Witness: J. Harwood Iglehart
Henry E. Wootton (Seal)

Bond. Filed & Approved Sept. 13-1904.

Know all men by these presents That we George King Charles C. Basford, and Daniel W. Towns'end, are held and firmly bound unto 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 sixth day of September in the year one thousand nine hundred and four.
Whereas by a deed of mortgage dated the 14th day of March 1889 and recorded among the Land Records of Anne Arundel County in Liber J. H. No. 34 folios 417 &c. a certain Coleman S. Gilbert and wife

did convey to Henry E. Wootton certain real estate which is particularly described in said mortgage to secure the payment of the sum of Eleven hundred and seventy-five dollars and interest thereon and which said mortgage was on the 28th day of December, 1891, assigned to the above bounden, George King, and whereas default has been made in the terms and conditions there of by the failure to pay the principal sum and the interest thereon and the said George King in exercise of the power of sale therein contained is now about to sell said mortgage real estate.

Now the Condition of the above obligation is such, That if the above bounden George King do and shall abide by and fulfill any and every decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
Jas. R. Praslicas as to Geo. King,
Davis Townshend as to C. C. Basford
A. McMullough as to D. W. Townsend
as to Chas C. Basford

George King (Seal)
C. C. Basford (Seal)
D. W. Townsend (Seal)

In the matter of the
mortgaged real estate
of
Ellen A. Gilbert and
Coleman S. Gilbert

No 2663 Equity
In the
Circuit Court
for
Anne Arundel County.

Report of Sale - Filed 8th October 1904.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.

The report of George King, assignee of a mortgage from Coleman S. Gilbert and Ellen A. Gilbert to Henry E. Wootton filed in these proceedings:

He respectfully represents 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 the terms and conditions of said mortgage, and default having occured in the payment of the mortgage debt and interest he gave notice of the time, place, manner and terms of sale by advertisements inserted in the "Maryland Republican" and the Anne Arundel Advertiser" two newspapers published in Anne Arundel County and also by hand bills exclusively circulated in said County and in Prince George's County more than twenty days before the day of sale, he did pursuant to said notice, attend at the Court House door in the City of Annapolis in said County on the 4th

day of October in the year nineteen hundred and four at eleven o'clock A. M. and then and there proceed to sell said property in manner following that is to say:

He offered at public sale to the highest bidder the property mentioned in said mortgage: the said property being composed of several lots and parcels of land containing in the aggregate two hundred and sixty acres more or less, and is situate in the Second Election District of said County and he the said George King sold the same to himself at and for the sum of one thousand dollars he being at that sum the highest bidder therefor (as will appear by the certificate of the auctioneer herewith filed as a part hereof) the terms of said sale being at his option, cash on the final ratification of said sales by this Court.

Respectfully submitted.

Jas. R. Bradwell
Solr for Assignee

George King
Assignee.

State of Maryland,

Anne Arundel County to wit:

I hereby certify that on this 8th day of October in the year nineteen hundred and four, before me the subscriber a Deputy Clerk of the Circuit Court for Anne Arundel County aforesaid, personally appeared the within named George King, Assignee, 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 reported was fairly made.

Wm. H. Woodward.
Deputy Clerk Circuit Court for
Anne Arundel County.

Order Nisi 8th October 1904.

Ordered, this 8th day of October in the year nineteen hundred and four that the sale of the property mentioned in these proceedings, made and reported by George King assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of November next: provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the said 8th day of November next.

The report states the amount of the sales to be $1000.00.

Geo. Wells. Clerk
of the Circuit Court for Anne
Arundel County.

Certificate Pub. Order Nisi - Filed 11th Nov. 1904.
Annapolis Md. Nov. 9th 1904.

I Hereby certify that the annexed Order Nisi in the matter of the sale of the Mortgaged Real Estate of Ellen A. Gilbert and

Coleman S. Gilbert was published in the Maryland Republican a weekly newspaper published in the City of Annapolis once a week for three successive weeks before the 8th day of November 1904, the first insertion being made the 15th day of October 1904.

H. Huntington,
One of the publishers.

Order 18th November 1904

Ordered by the Circuit Court for Anne Arundel County this 18th day of November in the year nineteen hundred and four, that the sale made and reported by the assignee aforesaid, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said proceedings and the assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor, It appearing upon the face of these proceedings that the order and finding is same person, It is further ordered that James R. Brashears, be and he is hereby appointed trustee to convey the property mentioned in the aforegoing report of sale to George King on the payment of the purchase money by him the said George King.

Jas Revell

In the Case of
The sale of the mortgaged
Real Estate of
Ellen S. Gilbert et al

} In the
Circuit Court
for
Anne Arundel County.

Auditor's Report & Account - Filed 30th Nov. 1904.

To the Honorable the Judges of said Court

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause and from them has stated the within account which is self explanatory

All of which is respectfully submitted,

James A. Aurich
Auditor

The mortgaged Real Estate of Ellen A. & C. S. Gilbert in re.

1904 George King, Assignee

Oct 4.	To the Assignee for his Commission				38	00	1904 Oct 4	By proceeds of sale of Real estate as per report filed
" "	" " " " " " " Expenses viz							
" "	" Advertising Md Republican	$	18	00				
" "	" " " A. A. Advertiser		16	00				
" "	" Auctioneer J. Roland Brady		5	00	39	00		
" "	" The Assignee for Court Costs viz:							
" "	" Solicitor	$	10	00				
" "	" Clerk Circuit Court		8	60				
" "	" Auditor		4	50	$ 23	10		
" "	" George King assignee of Mortgage this amount in part payment of Mortgage debt				$ 879	90		
					$ 1000	00		$ 1000 00

Memorandum of Mortgage claim of George King assignee of mortgage for and against

1884 Oct 4. Principal note $ 1175 00

Interest from Sept 14/1890 to Oct 4/1904 (15 years 20 days) 1061 75

2236 75

By cash supra 879 90

Balance due $ 1356 85

Order April 19 1905 ratifying
Auditors Report & Account

In the matter of the real estate of Coleman S. Gilbert & Ellen A Gilbert } In the Circuit Court for Anne Arundel County No. 3663 Equity.

The papers in this case having been presented to the Court for ratification of Auditors Account it is ordered, this 19th day of April 1905 that the Report and Account of the Auditor, in the above entitled cause be ratified and confirmed be and the same is hereby finally ratified and confirmed, no cause to the Contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas Revell

(Continued from page 94)

Records in Libre S.H. No. 29. folio 216, etc, 5, acres to Henry Rollins by deed dated the 29th day of June 1887, and recorded among said Land Records in Libre S.H. No. 31, folio 99, etc. 9½ acres to Henry Achterman by deed dated the 21st day of July 1887 and recorded among said Land Records in Libre S.H. No 31 folio 115, etc, and also ten acres which the said Charles J Stewart contracted to sell unto a certain Sarah Wade near Piney Grove Church, adjoining the said Church lot and the Lands of Henry Rollins and others; the Land hereby intended to be described, containing 1,080, acres of Land, more or less, adjoining the Lands, now or formerly owned by Thomas J Butler John L Tydings, Matilda Pumphrey, James Stallings Wm. Robinson, Charles Bevan, Theodore Lembach, Sandra Williams the property of the Baltimore and Annapolis Short Line Railroad Company and others

And saving and excepting out of said tract of 1,080, acres the six following tracts viz:

10 acres sold to Arthur W Stone by deed of December 17, 1902, duly recorded: 2 acres sold to the Trustees of Silas Baptist Chapel by deed of December 31, 1902 duly recorded: 2, acres sold to the Rev. Lewis W. Jeffers, by deed of January 16, 1903 and duly recorded: 7½ acres sold to R. Dennis Speers by deed of March 3- 1903, and duly recorded; 53, acres sold to Gottlieb Zanka by deed of December 31- 1902 and duly recorded: 58 acres sold to Arthur C. Newshaw, by deed of January, 13, 1903, and duly recorded: making about 201½, altogether sold off the 1080 acres leaving said tract now containing about 879 acres of Land more or less.

Said Land is situate near the Baltimore and Annapolis Short Line Railroad, convenient to Earleigh Heights and Elevator Stations on said road and fronts about ½ mile on the head of Round Bay, Some three or four hundred acres of the land is cared with pine and oak trees some of it being heavy wooded, and said farm Contains five spring. The improvements consist of a large, frame dwelling House and frame Barn, and out buildings, and four tenement houses.

Terms of Sale. One third cash balance in two equal instalments in six, and twelve months from day of sale, or all Cash at the option of the purchaser deferred payments to bear interest from date of sale, and to be secured to the satisfaction of the undersigned

A deposit of $250 required of the purchaser at the time of sale

James J. Calwell
assignee of the mortgage.
215 St Paul St.
Balto. Md

500 Surrendered Aug-4-1905