BROUGHT FORWARD FROM LIBER J.H.H. NO. 60, FOLIO 500 - No. 7487 Equity

To Trustee for Taxes, Viz:		
Register of Wills of Baltimore City - Estate's share of collateral inheritance tax on three leasehold properties in North Linthicum		$ 59.50
To Sarah Louise Linthicum, purchaser of interest of W. Hampton Linthicum under Will of J. Charles Linthicum, on 12/29/37 - this balance on account amount due, viz: $10,425.00, being $75.00 per month for 11 years and 7 months, (Court Order of 5/26/44)		10,358.75
		$10,964.48

Cr. Apr. 21 1944	Fidelity Trust Company - one-fifth of total proceeds of sale, as follows:		
	Gertrude L. Triplett - property described in contract of sale filed as "Petitioner's Exhibit No. 1"	$13,650.00	
	Eleanor L. Woodruff - property described in contract of sale filed as "Petitioner's Exhibit No. 2"	4,365.00	
	Gertrude L. Triplett - property described in contract of sale filed as "Petitioner's Exhibit No. 3"	10,000.00	
	Amount to be added account sale to Eleanor L. Woodruff for purpose of distribution of proceeds, as per agreement dated 9/7/43	485.00	
	TOTAL PROCEEDS OF SALE	28,500.00	5,700.00
	Seth H. Linthicum and Wife - one-third of amount paid on account mortgage to estate		3,806.29
	Howard C. Wilcox and H. Vernon Eney, Trustees in case of Burkhart vs. Linthicum, Circuit Court of Baltimore City, as per Auditor's Account filed therein		1,078.07
	Amount received from rentals		380.12
			10,964.48

ORDER NISI.

ORDERED, This 1st., day of June, 1944, 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 3rd., 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 3rd., day of July next.

John H. Hopkins, 3rd., Clerk.

Filed June 1" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., June 23, 1944

We hereby certify, that the annexed Order Nisi Equity No. 7487 - W. Hampton Linthicum was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of July 1944. The first insertion being made the 8 day of June, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

Filed June 26th.1944. By Mrs. Spivey

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of July, 1944, 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.

Ridgely P. Melvin C.J.

Filed July 5" 1944

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Guy B. Brown, Substituted Trustee herein, respectfully shows unto your Honor:

1. That by an Order of this Honorable Court passed September 24, 1937, he was substituted trustee in the place of Mercantile Trust Company which had refused to act as Trustee under the Will of J. Charles Linthicum for the interest of W. Hampton Linthicum, et al. Your Petitioner qualified by giving bond and has been conducting the affairs of this Trust Estate under the jurisdiction of this Honorable Court.

2. Heretofore he has filed in this cause inventories of the assets coming into his hands as Trustee but inadvertently included No. 170 Charles Road which is a lot 50x150 improved by a five room frame bungalow and garage, subject to a Ground Rent of $66.00, which had theretofore been sold by the Trustees appointed by the Circuit Court of Baltimore City to sell so much of the Estate of J. Charles Linthicum as was necessary to pay debts owing by his Estate. However, your Petitioner in his Report of the assets of this Estate failed to include therein a Ground Rent of $120.00 issuing out of the property located on the West side of Hampton Road, the leasehold interest in which is owned by one Corey.

3. Heretofore, as will more fully appear by reference to these proceedings, your Petitioner reported to this Honorable Court, after its permission first having been grant-

ed to him to make sale thereof, the sale of all of the interest of this Trust Estate, (the same being a 1/5th undivided interest in and to the rest and residue of the Estate of J. Charles Linthicum) unto the parties therein named, excepting, however, from the said sale heretofore reported all of this Trust Estate's right, title and interest (the same being an undivided 1/5th interest) in and to the properties heretofore set aside as dower for Helen A. Linthicum, widow, of the said J. Charles Linthicum, under an Order of the Circuit Court of Baltimore City in a proceedings there pending entitled G. Milton Linthicum, Individually et al vs. Helen A. Linthicum et al, Docket No. 73A, Folio 161.

4. The only assets now held by your Petitioner consists of an undivided 1/5th interest in and to the property so as aforesaid set aside as dower for Helen A. Linthicum, widow, of J. Charles Linthicum, and a 1/3rd interest in and to a Mortgage on the undivided 2/5ths interest of Seth H. Linthicum (who is also a devisee under the Will of J. Charles Linthicum) in said dower properties. By reason of the death of the said Helen A. Linthicum on February 4, 1944, the dower properties have, by operation of the law, come into the possession of the residuary devisees of the said J. Charles Linthicum; and your Petitioner now holds the possession as well as the legal title to said undivided 1/5th interest in the said properties formerly constituting the said dower.

5. As will more fully appear by refering to the Will of J. Charles Linthicum in this cause filed, your Petitioner is directed to pay unto W. Hampton Linthicum the sum of Seventy-Five Dollars ($75.00) per month out of both income and corpus. The interest of W. Hampton Linthicum was by fiere facias proceedings seized and sold to Sarah Louise Linthicum all of which will appear by reference to papers filed in this cause. By an Auditor's Account stated in this cause and ratified on July 5, 1944, there is found to be due the said Sarah Louise Linthicum by your Petitioner as Trustee herein, the sum of Ten Thousand Four Hundred and Twenty-five Dollars ($10,425.00), being Seventy-Five Dollars ($75.00) per month for eleven years and seven months, ordered paid by this Honorable Court under an Order dated May 26, 1944. However, there being only Ten Thousand Three Hundred Fifty-Eight Dollars and Seventy-Five Cents ($10,358.75) in the hands of your Petitioner after the payment of Court Costs and expenses, he was able to pay only the balance in his hands on account of the sum due her, which has accordingly been done as will more fully appear by reference to the Release from Sarah Louise Linthicum to Guy B. Brown, Trustee, herein filed.

As a result, there is a balance due Sarah Louise Linthicum as of May 26, 1944, in the amount of Sixty-Six Dollars and Twenty-Five Cents ($66.25), and since that time two installments of Seventy-Five Dollars ($75.00) per month have fallen due making a total due her as of the date hereof in the amount of Two Hundred Sixteen Dollars and Twenty-Five Cents ($216.25).

6. Your Petitioner shows unto your Honor that it would be to the benefit and advantage of this Trust Estate if he were authorized to sell the undivided 1/5th interest held by him as Trustee in the dower properties enumerated in a report filed by him in this cause on or about February 14, 1944, corrected as set out in paragraph two of this Petition. He further shows unto your Honor that in order for him to comply with the terms of the Will of J. Charles Linthicum with respect to the payments to be made as therein directed

as well as meet the payments already due, it will be necessary for him to sell the said undivided 1/5th interest in the dower properties so as aforesaid held by him.

7. Your Petitioner shows unto this Honorable Court that according to the Inventory of the property formerly forming the dower interest of Helen A. Linthicum, which Inventory is filed in the above mentioned proceeding in the Circuit Court of Baltimore City, the appraised value amounts to Thirty-Two Thousand Five Hundred Fifty Dollars ($32,550.00) in which your Petitioner, as above shown, owns a 1/5th undivided interest, making the appraised value of the interest of this Trust Estate Six Thousand Five Hundred Ten Dollars ($6,510.00).

Your Petitioner has an offer from the Land Homes Corporation to purchase the said undivided 1/5th interest in and to the said properties for Seventy-five Hundred Dollars ($7500.00), and he believes that it would be to the benefit and advantage of this Trust Estate if he were to accept the said offer.

WHEREFORE, your Petitioner prays your Honor to pass an Order authorizing him to make sale of the 1/5th undivided interest of this Trust Estate in and to that part of the residue of the Estate of J. Charles Linthicum which formerly constituted the dower interest of his widow, Helen A. Linthicum, but which by reason of her death on February 4, 1944, became absolutely vested in this Trustee.

And as in duty bound, etc.

Guy B. Brown Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of July, 1944, before me, the subscriber, a Notary Public in and for Baltimore City aforesaid, personally appeared GUY B. BROWN, Substituted Trutee herein, Petitioner, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petitioner are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mildred R. DeRusha Notary Public.

Filed July 20" 1944

ORDER

Upon the aforegoing Petition and Affidavit, it is by the Circuit Court for Anne Arundel County this 21st day of July, 1944, ORDERED:

That Guy B. Brown, Substituted Trustee herein, be and he is hereby authorized and directed to sell for the most money he can obtain therefor all of the 1/5th undivided interest now held by this Trust Estate in and to that part of the residue of the Estate of J. Charles Linthicum which was formerly set aside as the dower of his widow, Helen A. Linthicum;

And it is further Ordered that the said Guy B. Brown, Substituted Trustee herein, file in this cause a report of any sale or sales made by him for ratification by this Court, the proceeds of such sale or sales to be held by him subject to the further orders of this Court.

Ridgely P. Melvin Judge.

Filed July 20" 1944.

RELEASE TO TRUSTEE.

KNOW ALL MEN BY THESE PRESENTS.

That I, Sarah Louise Linthicum do hereby acknowledge to have received from Guy B. Brown Trustee in the matter of the Trust Estate of W. Hampton Linthicum et al. the sum of ten thousand three hundred fifty-eight and 75/100 dollars the amount distributed to me by the auditor's account & filed in said case on or about May 26, 1944.

And in consideration thereof I do hereby Release, Acquit, Exonerate and Discharge the said Guy B. Brown his Heirs, Executors and Administrators of and from all and every action, suit 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 so audited to me or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified. Given under my hand and seal this __ day of July in the year nineteen hundred and forty-four.

Signed, Sealed and Delivered in the presence of Seth H. Linthicum — Sarah Louise Linthicum (SEAL)

State of Maryland Baltimore City to wit:

I hereby certify that on this 17th day of July in the year nineteen hundred and forty four before the subscriber a notary public of the said State, in and for said Balto. County, personally appeared Sarah Louise Linthicum party to the above Release, and acknowledged the same to be her act and deed. And I do hereby certify that of my own personal knowledge I am satisfied that the said Sarah Louise Linthicum who has acknowledged the above Release is the person named and described and as professing to be Sarah Louise Linthicum, the party in and to the same.

(NOTARIAL SEAL) Mary H. Bacon Notary Public

Filed July 22" 1944.

In the Matter of the Trust Estate of W. Hampton Linthicum — No. 7487 Equity In The Circuit Court For Anne Arundel County

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale made by Guy B. Brown, Substituted Trustee herein, respectfully shows unto your Honor:

1. Pursuant to the authority granted your Petitioner by an Order of this Honorable Court passed on the 21st day of July, 1944, he has sold the one-fifth undivided interest owned by this Trust Estate in that part of the rest and residue of the Estate of J. Charles Linthicum, deceased, which was heretofore allotted as dower to his widow, Helen A. Linthicum, but by reason of her death on February, 4, 1944, has become absolutely vested in your Petitioner. Said properties which formerly constituted the dower are enumerated in the Contract of Sale between your Petitioner and the Land Homes Corporation, a body corporate, dated the 18th day of July, 1944, which is filed herewith and prayed to be taken as a part hereof.

2. The said one-fifth undivided interest was sold to Land Homes Corporation, a body

corporate, as aforesaid, at and for the sum of Seventy-Five Hundred Dollars ($7500.00) of which Three Hundred Dollars ($300.00) has been paid at the time of the signing of the Contract of Sale hereto attached and the balance thereof is to be paid in cash within sixty days from the date of said Contract, all subject to the ratification of this Honorable Court.

WHEREFORE, your Petitioner prays your Honor to pass an Order ratifying this sale.

Guy B. Brown Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of July, 1944, before me, the subscriber, a Notary Public, in and for Baltimore City aforesaid, personally appeared GUY B. BROWN, Substituted Trustee herein, Petitioner, and he made oath in due form of law that tht matters and facts stated in the aforegoing Report of Sale are true; and he further makes oath that the said property was sold for the most money he could obtain for the same.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mildred R. DeRusha, Notary Public.

We, the undersigned Real Estate Brokers do hereby certify that we are acquainted with the values of property in the locality of the properties contained in the Contract of Sale between Guy B. Brown, Substituted Trustee, and Land Homes Corporation, a body corporate, dated July 20th, 1944, filed with and prayed to be taken as a part of the Report of Sale to be filed herein by said Trustee, and particularly are we familiar with the values of the properties therein mentioned and in our opinion the price of Seventy-Five Hundred Dollars ($7500.00) for the one-fifth (1/5th) interest of this Trust Estate in the said properties is a fair and reasonable price for the same.

Cleveland R. Bealmear

J. Grason Hartley

ORDER NISI.

Ordered, this 3rd day of August, 1944, That the sale of the one-fifth (1/5) interest of this Trust Estate in certain real estate made and reported by Guy B. Brown, Substituted Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of September next.

The report states that the amount of sales to be $7500.00

John H. Hopkins, 3rd., Clerk

Filed Aug. 3" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., September 7, 1944

We hereby certify, that the annexed Order Nisi - Sale - W. Hampton Linthicum - Eq. No. 7487 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of September, 1944. The first insertion being made the 4th day of August, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By Helene P. White

Filed Sept. 7" 1944.

ORDERED BY THE COURT, This 7th day of September, 1944 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 vouchers for the Auditor.

Ridgely P. Melvin C.J.

Filed Sept. 7" 1944.

THIS AGREEMENT made this 20th day of July, 1944, by and between GUY B. BROWN, Substituted Trustee for the share of W. Hampton Linthicum under the Will of J. Charles Linthicum, deceased, Vendor, party of the first part, and LAND HOMES CORPORATION, a body corporate, Vendee, party of the second part.

WITNESSETH that the Vendor does hereby bargain and sell unto the Vendee and the latter does hereby purchase from the former all of his one-fifth undivided interest in and to the following properties:- Lots 1 to 15 inclusive being situate in Anne Arundel County, Maryland, the 16th lot being situate in Baltimore City Maryland, acquired from the Estate of J. Charles Linthicum, deceased, G. Milton Linthicum being one of the residuary devisees under his Will, being properties formerly owned by J. Charles Linthicum, deceased, which were assigned by the Commissioners appointed by the Court in the case entitled "G. Milton Linthicum, Individually, et al, vs. Helen A. Linthicum, et al - In the Circuit Court of Baltimore City, Docket 73A, Folio 161" to Helen A. Linthicum, widow of J. Charles Linthicum for life, with the right to collect the income accruing from and after August 1, 1936, her interest in said properties having terminated on February 4, 1944, date of her death:- more particularly designated as follows:

Lot 1: The fee simple property, Schedule No. 6, Lot No. 17 on Plat No. 3 of Linthicum Heights, situated on the east side of Patapsco Road, consisting of a six room frame Semi-bungalow with a lot of 50x150 more or less, in fee simple.

Lot 2: The fee simple property, Schedule No. 9, Lot No. 50-51 on Plat No. 3 of Linthicum Heights, situated on the West side of Patapsco Road consisting of a five room frame bungalow with a lot of 50x 168 more or less, in fee simple.

Lot 3: The fee simple property, Schedule No. 12, Lot No. 53-54 on Plat No. 3 of Linthicum Heights, situated on the West side of Patapsco Road consisting of a five room stucco bungalow with a lot of 55x166 more or less, in fee simple.

Lot 4: The fee simple property, Schedule No. 13, Lot No. 55-56 on Plat No. 3 of Linthicum Heights, situated on the West side of Patapsco Road, consisting of a five room stucco bungalow with a lot of 65x165 more or less in fee simple.

Lot 5: The fee simple property, Schedule No. 19, Lot No. 149 on Plat No. 3 of Linthicum Heights, situated on the West side of Hampton Road, consisting of a six room frame bungalow and garage with a lot of 50x250 more or less, in fee simple.

Lot 6: The fee simple property, Schedule No. 20, Lot No. 150 on Plat No. 3 of Linthicum Heights, situated on the west side of Hampton Road, consisting of a four room frame bungalow and garage with a lot of 50x225 more or less, in fee simple.

Lot 7: The fee simple property, Schedule No. 28, Lot No. 202 on Plat No. 3 of Linthicum Heights, situated on the West side of Mountain Road, consisting of a two story brick cottage

with a lot of 60x100 more or less, in fee simple.

Lot 8: The fee simple property, Schedule No. 43, situated on the West side of Camp Meade Road South of Old Annapolis Road, consisting of a five room frame bungalow and garage with a lot of 75x229 more or less, in fee simple.

Lot 9: The leasehold property, Schedule No. 23, Lot No. 169-216 on Plat No. 3 of Linthicum Heights, situated on the Southeast corner of Charles and Hampton Road, consisting of a five room frame bungalow and garage with a lot of 75x150 more or less, subject to a ground rent of $72.00.

Lot 10: The leasehold property, Schedule No. 25, Lot No. 180-181 on Plat No. 3 of Linthicum Heights, situated on the Southwest corner of Charles and Patapsco Road, consisting of a twin three story shingled house, six rooms each and three garages with a lot of 100x149 more or less, subject to a Ground Rent of $45.00 each.

Lot 11: The leasehold property, Schedule No. 33, Lot No. 219 on Plat No. 3 of Linthicum Heights, situated on the East side of Boulevard Place, consisting of a six room frame bungalow and garage with a lot of 50x160 more or less, subject to a Ground Rent of $75.00.

Lot 12: The leasehold property, Schedule No. 44, Lot No. 7, Block E. on Plat 5 being a 6 room frame bungalow and garage with a lot of 50x140 more or less, subject to a ground rent of $75.00, located on the North side of Oakdale Road.

Lot 13: The leasehold property, Schedule No. 45 Lot No. 8, Block E. on Plat 5 being a 6 room frame bungalow and garage with a lot of 54x142 more or less, subject to a Ground Rent of $75.00; located on the North side of Oakdale Road.

Lot 14: Schedule No. 39 being a two story frame store and dwelling in fee, subject to a mortgage of $3500.00 being part of Lot No. 223 situated on the West side of Camp Meade Road.

Lot 15: Schedule No. 52, an annual Ground Rent of $120.00 situated on the West side of Hampton Road known as the Cory property.

Lot 16: Schedule No. 55, an annual Ground Rent of $36.00 situated at 1803 Etting Street, Baltimore, Maryland.

Where the description of any of the above mentioned properties includes the numbers of two lots, they are for the purpose of designating out of which lots the specific frontage is carved and it is not the intention of the party of the first part to hereby offer for sale the whole of said lots, nor the intention of the purchaser to buy the same but only such parts of said lots as total the frontage applicable to the property mentioned therein. Any surveys to be had will be furnished by the Vendee.

All of the above properties shall be conveyed in fee simple subject, however, to the legal operation and effect of a mortgage from Seth H. Linthicum and Mary P. Linthicum, his wife, to G. Milton Linthicum, Executor of J. Charles Linthicum, deceased, dated November 14, 1934, which mortgage was subsequently assigned to The Fidelity Trust Company, Substituted Trustee under the Will of G. Milton Linthicum, deceased, as to an undivided one-third interest, Guy B. Brown, Substituted Trustee for W. Hampton Linthicum under the Will of J. Charles Linthicum, deceased, as to an undivided one-third interest, Sarah Louise Linthicum as to an undivided one-sixth interest and Eleanor L. Woodruff as to an

undivided one-sixth interest, and also subject to an annual Ground Rent of $72.00 on the 9th lot, two ground rents of $45.00 each for a total of $90.00 on the 10th lot, an annual Ground Rent of $75.00 on the 11th lot, an annual Ground Rent of $75.00 on the 12th lot, an annual Ground Rent of $75.00 on the 13th lot, and the legal operation and effect of a mortgage now with a principal balance of $3,500.00 on the 14th lot.

It is understood and agreed that the schedule numbers appearing in this Contract refer to the Commissioners' Report filed in the case of "G. Milton Linthicum, Individually, et al vs. Helen A. Linthicum, et al - In the Circuit Court for Baltimore City, Docket 73A, Folio 161."

At and for the price of Seventy-Five Hundred Dollars ($7,500.00) of which Three Hundred Dollars ($300.00) has been paid prior to the execution hereof, receipt whereof is hereby acknowledged; and the balance shall be paid in full cash at the time of settlement hereunder.

It is understood and agreed that all taxes, water and sewer benefits and other public dues, charges and assessments and all rents on properties from 1 to 14 inclusive shall be adjusted to the day of transfer. There shall be no adjustment, however, of taxes, water or sewer charges or other public dues and assessments on Lots 15 and 16, the Ground Rents, however to be adjusted from the last rent date to date of transfer. Vendor to pay one-half of documentary stamps.

Settlement hereunder shall be made for all of the above described properties within 60 days from the date hereof, and it is understood that time is of the essence of this Contract, all subject to ratification by the Court.

It is further understood and agreed that in the event it should develop that the title to any one or more of the above described properties is not good and merchantable, this Contract shall be treated as rescinded and the full amount of deposit shall be refunded to the Vendee, whereupon the Vendor shall have no further liability to the Vendee.

It is further agreed that the Vendor reserves his one-third interest in the mortgage from Seth H. Linthicum and Mary P. Linthicum, his wife, to the executors of the Estate of J. Charles Linthicum; and which mortgage had been duly assigned to the Vendor and others.

WITNESS the signature of the Vendor and the signature of the President of Land Homes Corporation, a body corporate, and its corporate seal.

TEST:

Anne Lehman

Anne Lehman

(CORPORATE SEAL)

Guy B. Brown (SEAL)

Substituted Trustee
Land Homes Corporation
By Seth H. Linthicum, President.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Guy B. Brown, substitute Trustee herein, respectfully represents unto your Honor:

1. On August 3, 1944, he reported to this Honorable Court a sale of the 1/5th undivided interest owned by this Trust Estate in that part of the rest and residue in the Estate of J. Charles Linthicum, deceased, which had theretofore been allotted to his widow, Helen A. Linthicum, and which by reason of her death on February 4, 1944, had become absolutely vested in your Petitioner. The properties which constituted the dower were enumerated in a Contract of Sale dated July 18, 1944, between your Petitioner and

the Land Homes Corporation, a body corporate, which Contract was filed with and prayed to be taken as a part of the said Report of Sale. Included among said properties and designated as Lot No. 16, therein was what was thought to be this Trust Estate's undivided 1/5th interest in and to an annual Ground Rent of Thirty-six Dollars ($36.00) issuing out of the property known as No. 1803 Etting Street, Baltimore, Maryland. Title examination to the last mentioned property discloses the fact that J. Charles Linthicum did not own an absolute Estate in the same, but merely held a life estate therein.

2. Under the circumstances, your Petitioner suggests to this Honorable Court that the value of the said rent which was included in the Contract of Sale as aforesaid should be deducted from the purchase price to be paid by the Vendee mentioned in said Contract. He further shows unto your Honor that on arriving at the selling price, the value of the said rent had been considered on a basis of a 7% valuation and since this Trust Estate was supposed to own a 1/5th interest therein the value of its interest in the said Ground Rent reflected in the purchase price was One Hundred Dollars ($100.00).

WHEREFORE, your Petitioner prays your Honor to pass an Order authorizing him ------ to allow the Land Homes Corporation, a body corporate, Vendee in the aforementioned Contract of Sale, the sum of One Hundred Dollars ($100.00) representing the value of this Trust Estate's interest in the Ground Rent of Thirty-Six Dollars ($36.00) issuing out of No. 1803 Etting Street, Baltimore, Maryland.

Guy B. Brown

Substitute Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of September, 1944, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City aforesaid, personally appeared GUY B. BROWN, Substitute Trustee, Petitioner herein, and he 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.

(NOTARIAL SEAL) Mildred R. DeRusha, Notary Public

The Land Homes Corporation, a body corporate, Vendee in the Contract of Sale mentioned in the above Petition, does hereby consent to the passage of an Order as above prayed.

LAND HOMES CORPORATION

By Seth H. Linthicum President

Filed Sept. 13" 1944

Upon the aforegoing Petition, Affidavit and Assent, it is by the Circuit Court for Anne Arundel County, in Equity, this 14th day of September, 1944, ORDERED:

That Guy B. Brown, Substitute Trustee herein, be and he is hereby authorized to deduct from the purchase price set forth in the Contract appended to the Report of Sale filed herein on August 3, 1944, the sum of One Hundred Dollars ($100.00), being the agreed value placed upon the interest of this Trust Estate in and to the Ground Rent of Thirty-Six Dollars ($36.00) issuing out of No. 1803 Etting Street, Baltimore, Maryland, title to which said Trustee cannot deliver.

Ridgely P. Melvin Judge

Filed Sept. 14" 1944.

PETITION OF TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION OF GUY B. BROWN, Trustee in the above entitled proceeding, respectfully shows unto your Honor:

1. That your Trustee has on hand in cash more than Seven Thousand ($7,000.00) Dollars belonging to this Trust Estate.

2. That he desires to invest Three Thousand Five Hundred ($3,500.00) Dollars of the cash on hand in a First Mortgage covering a piece of leasehold property located on the North side of Oakdale Road, East of Middle Court and known and designated as Lot No. 8, in Block "E" on Plat 5 of Linthicum Heights, improvements thereon being a stucco bungalow containing six (6) rooms and bath.

The said Mortgage is to be upon the usual form used in this County; is to bear Six Per Cent (6%) interest and is to be payable five (5) years from its date.

Your Petitioner files herewith and prays to be taken as a part hereof, a Certificate of two licensed Real Estate Brokers who certify that in their opinion the value of said property, subject to a Seventy-five ($75.00) Dollar ground rent, is Five Thousand ($5,000.00) Dollars. Also attached hereto and prayed to be taken as a part hereof, is a Certificate of the Maryland Title Guarantee Company, by Powell Vickers, Examiner, certifying that the title is good and marketable as now vested in W. Hampton Linthicum and M. Delmah Linthicum, as tenants by the entireties. Likewise, your Petitioner has attached hereto and prays to be taken as a part hereof, the written consent of all parties in being who have any interest in this Trust Estate, assenting to the investment of Three Thousand Five Hundred ($3,500.00) Dollars of this Trust Estate's money in said Mortgage.

WHEREFORE, your Petitioner prays your Honor to pass an Order authorizing him to invest the sum of Three Thousand Five Hundred ($3,500.00) Dollars in a First Mortgage on the property hereinabove mentioned.

Guy B. Brown - Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:

I HEREBY CERTIFY, that on this 18th day of October, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared GUY B. BROWN, Trustee of the Trust Estate of W. Hampton Linthicum, et al, 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, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mildred R. DeRusha Notary Public

CERTIFICATE

WE, the undersigned, duly licensed Real Estate Brokers, do hereby certify that we are familiar with the property on the North side of Oakdale Road, East of Middle Court and known and designated as Lot No. 8 in Block "E" on Plat 5 of Linthicum Heights, improved by a stucco bungalow, containing six (6) rooms and bath, and that in our opinion the said property is worth Five Thousand ($5,000.00) Dollars, subject to a ground rent of Seventy-five ($75.00) Dollars.

John W. Lohlmuller

Bernard E. Kalus

CERTIFICATE

THE MARYLAND TITLE GUARANTEE COMPANY, by POWELL VICKERS, Examiner, does hereby certify that it has examined the title to the property located on the North side of Oakdale Road, East of Middle Court and known and designated as Lot No. 8, in Block "E" on Plat 5 of Linthicum Heights, and finds the same to be good and marketable as vested in W. Hampton Linthicum and M. Delmah Linthicum, as tenants by the entireties, subject to an annual ground rent of Seventy-five ($75.00) Dollars; free and clear of any encumbrances.

MARYLAND TITLE GUARANTEE COMPANY
By Powell Vickers, Examiner

ASSENT

WE, the undersigned, being all of the parties in being who have any interest in the Trust created under the Last Will and Testament of J. Charles Linthicum, for the benefit of W. Hampton Linthicum, for life with remainder to his children, do hereby assent to the passage of a order authorizing Guy B. Brown, Trustee in this cause, to invest Three Thousand Five Hundred ($3,500.00) Dollars of the funds belonging to this Trust Estate in a First Mortgage covering property known and designated as Lot 8, Block "E" on Plat 5 of Linthicum Heights, same being located on the North side of Oakdale Road, East of Middle Court at Linthicum Heights, Anne Arundel County.

W. Hampton Linthicum
Matilda L. Vickrey
Mary Delmah Linthicum
Mary Delmah Linthicum,
Attorney-in-Fact for
Sweetser Linthicum, under Power of
Attorney dated ___ and recorded in
Liber ___ Folio ___

ORDER

UPON THE AFOREGOING Petition, Affidavit, Certificates and Assent, it is by the Circuit Court of Anne Arundel County, this 13th day of December, 1944, ORDERED:

That Guy B. Brown, Trustee in the above entitled matter, be and he is hereby authorized to invest Three Thousand Five Hundred ($3,500.00) Dollars of the moneys of this Trust Estate in a First Mortgage to be given by W. Hampton Linthicum and M. Delmah Linthicum, his wife, on property located on the North side of Oakdale Road, East of Middle Court and known and designated at Lot 8, Block "E", on Plat 5 of Linthicum Heights, subject to a ground rent of Seventy-five ($75.00) Dollars, said Mortgage to bear interest at the rate of Six per cent (6%); to be upon the usual form of Mortgages used in this County and to run for a period of five (5) years.

Ridgely P. Melvin Judge

Filed Dec. 13" 1944

PETITION, ORDER

THE PETITION of GUY B. BROWN, Trustee in the above entitled cause, respectfully shows unto your Honor:

1. That by an order of this Honorable Court passed on or about January, 1938, he

was authorized and directed to pay unto Sarah Louise Linthicum the benefits accruing to W. Hampton Linthicum by virtue of the legacy or bequest created for his use and benefit in Section "E", Paragraph 9 of the Last Will and Testament of J. Charles Linthicum, deceased.

II. That by an Assignment dated the 4th day of December, 1944, Sarah Louise Linthicum has assigned unto Sweetser Linthicum, Matilda L. Vickrey and Mary Delmah Linthicum, as joint tenants, all of her right, title, interest and estate in and to the interest of W. Hampton Linthicum arising out of and by virtue of the Will of the said J. Charles Linthicum, deceased, as will more fully appear by reference to the said Assignment, which is hereto appended and prayed to be taken as a part hereof.

WHEREFORE, your Petitioner prays your Honor to pass an order authorizing and directing him to pay unto Sweetser Linthicum, Matilda L. Vickrey and Mary Delmah Linthicum, as joint tenants, the benefits which have accrued or shall hereafter accrue by virtue of the legacy or bequest created for the benefit of W. Hampton Linthicum under Section "E", Paragraph 9 of the Last Will and Testament of J. Charles Linthicum, deceased.

Guy B. Brown, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:

I HEREBY CERTIFY, that on this 20th day of December, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared GUY B. BROWN, Trustee of the Trust Estate of W. Hampton Linthicum, 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, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mildred R. DeRusha Notary Public

ASSENT

I, SARAH LOUISE LINTHICUM, do hereby assent to the passage of an Order as above prayed.

Sarah Louise Linthicum

THIS DEED, Made this 4th day of December, in the year One Thousand Nine Hundred and Forty-four, by and between SARAH LOUISE LINTHICUM (unmarried) of Anne Arundel County in the State of Maryland, of the first part, and SWEETSER LINTHICUM, MATILDA L. VICKREY and MARY DELMAH LINTHICUM, of the same County and State, of the second part.

WITNESSETH, That in consideration of the sum of Five ($5.00) Dollars, and other good and valuable considerations, Sarah Louise Linthicum does grant and assign unto Sweetser Linthicum, Matilda L. Vickrey and Mary Delmah Linthicum, as joint tenants and not as tenants in common, the survivor of them, his or her personal representatives and assigns, all of the said Sarah Louise Linthicum's right, title, interest and estate in and to the share of W. Hampton Linthicum under the terms of the Last Will and Testament of J. Charles Linthicum, deceased, which interest the said Sarah Louise Linthicum acquired by Deed dated the 22nd day of January, 1938, and recorded among the Land Records of Anne Arundel County in Liber ___ No. ___, Folio ___, from Joseph C. Deegan, Sheriff.

AS WITNESS the hand and seal of the party of the first part, the day and year first above written.

Test: Mary H. Bacon Sarah Louise Linthicum

STATE OF MARYLAND, COUNTY OF BALTIMORE, to-wit:

I HEREBY CERTIFY, That on this 4th day of December, in the year One Thousand Nine Hundred and Forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared SARAH LOUISE LINTHICUM, the grantor named in the above Deed, and she acknowledged the aforegoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mary H. Bacon Notary Public

ORDER

UPON THE AFOREGOING Petition, Affidavit and exhibit, it is by the Circuit Court of Anne Arundel County in Equity this 28th day of December, 1944, ORDERED:

That GUY B. BROWN, Trustee in the above entitled cause, be, and he is hereby directed as Trustee to pay unto Sweetser Linthicum, Matilda L. Vickrey and Mary Delmah Linthicum, as joint tenants, all benefits which have accrued or may hereafter accrue by virtue of the legacy created for the use and benefit of W. Hampton Linthicum in Section "E", Paragraph 9 of the Last Will and Testament of J. Charles Linthicum, deceased.

Ridgely P. Melvin Judge

Filed Dec. 26" 1944

PETITION, CERTIFICATES, ASSENT AND ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION OF GUY B. BROWN, Trustee in the above entitled proceeding, respectfully shows unto your Honor:

1. That your Trustee has on hand in cash more than Five Thousand ($5,000.00) Dollars belonging to this Trust Estate.

2. That he desires to invest Four Thousand ($4,000.00) Dollars of the cash on hand in a First Mortgage on a one-half interest in the fee simple property located at the corner of Maple Road and Sweetser Road in Linthicum Heights, Anne Arundel County, which is improved by an apartment house containing six complete apartments fully occupied, and stores in the basements. The said Mortgage is to be upon the usual form used in this County; to run for five (5) years; is to bear six per cent (6%) interest per annum with the privilege to the Mortgagors to repay the same in multiples of One Hundred ($100.00) Dollars at any interest period, interest to abate on the sum so paid on account of the principal.

3. Your Petitioner files herewith and prays to be taken as a part hereof, a Certificate of two licensed real estate brokers who certify that in their opinion the value of a one-half interest in the property about to be given as security for the aforesaid loan, is _____

Also attached hereto and prayed to be taken as a part hereof, is a Certificate of The Title Guarantee and Trust Company by A. E. Kernan, Examiner, certifying that the title is good and marketable as now vested in M. Delmah Linthicum and Sweetser Linthicum, as joint tenants, who will be the Mortgagors. Likewise, your Petitioner has attached hereto, and prays to be taken as a part hereof, the written consent of all parties in being who have any interest in this Trust Estate, assenting to the investment of Four Thousand

($4,000.00) Dollars of this Trust Estate's money in said Mortgage.

WHEREFORE, your Petitioner prays your Honor to pass an Order authorizing him to invest the sum of Four Thousand ($4,000.00) Dollars in a First Mortgage on the property hereinabove mentioned.

Guy B. Brown - Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:

I HEREBY CERTIFY, that on this 19th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared GUY B. BROWN, Trustee of the Trust Estate of W. Hampton Linthicum, et al, 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, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mildred R. DeRusha Notary Public

CERTIFICATE

WE, the undersigned, duly licensed real estate brokers, do hereby certify that we are familiar with the property located at the corner of Maple Road and Sweetser Road, Linthicum Heights, Anne Arundel County, which is improved by an apartment house containing six (6) apartments, and stores located in the basement, and in our opinion the said property is worth twenty two thousand five hundred dollars in fee simple.

John W. Lohlmuller

Land Homes Corporation

By: Gertrude L. Triplett

CERTIFICATE

TITLE GUARANTEE AND TRUST COMPANY, by A. E. KERNAN, Examiner, does hereby certify that it has examined the title to an undivided one-half interest in the property located at the corner of Maple Road and Sweetser Road, Linthicum Heights, and finds the same to be good and marketable as vested in M. Delmah Linthicum and Sweetser Linthicum, as joint tenants, in fee simple, subject to development restrictions as set forth in a Mortgage from Seth H. Linthicum, et al, to The Star Life Insurance Company of America, Inc., dated September 29, 1938, and recorded among the Land Records of Baltimore County in Liber F. A. M. No. 188, Folio 330, and subject to the last mentioned Mortgage , which is to be released before the Mortgage is made to Guy B. Brown, Trustee, from the said M. Delmah Linthicum and Sweetser Linthicum.

TITLE GUARANTEE AND TRUST COMPANY

By A. E. Kernan, Examiner.

ASSENT

WE, the undersigned, being all the parties in being who have any interest in the Trust created under the Last Will and Testament of J. Charles Linthicum, for the benefit of W. Hampton Linthicum, for life with remainder to his children, do hereby assent to the passage of an Order authorizing Guy B. Brown, Trustee in this cause, to invest Four Thousand ($4,000.00) Dollars of the funds belonging to this Trust Estate in a First Mortgage on the property located at the corner of Maple Road and Sweetser Road, Linthicum Heights, Anne Arundel County, from M. Delmah Linthicum and Sweetser Linthicum covering their one-half interest therein.

John H. Heid

W. Hampton Linthicum
Matilda L. Vickrey
Mary Delmah Linthicum
Mary Delmah Linthicum, Attorney-in-fact for Sweetser Linthicum, under Power of Attorney dated December 28, 1942, recorded in Liber J.H.H. 292, Folio 94

Filed March 20" 1945.

ORDER

UPON THE AFOREGOING Petition, Affidavit, Certificates and Assent, it is by the Circuit Court of Anne Arundel County, this 22nd day of March, 1945, ORDERED:

That GUY B. BROWN, Trustee in the above entitled matter, be, and he is hereby authorized to invest Four Thousand ($4,000.00) Dollars of the moneys of this Trust Estate in a First Mortgage to be given by M. Delmah Linthicum and Sweetser Linthicum, on a one-half interest in the property located at the corner of Maple Road and Sweetser Road, Linthicum Heights, improved by an apartment house containing six (6) apartments and stores located in the basement, in fee simple, said Mortgage to bear interest at the rate of six per cent (6%) per annum; to be on the usual form of Mortgages used in this County and to run for a period of five (5) years, with the privilege to the Mortgagors to repay the same in multiples of One Hundred ($100.00) Dollars at any interest period, interest to abate on the sum so paid on account of the principal.

James Clark Judge

Filed March 22" 1945

TRUSTEE'S REPORT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of GUY B. BROWN, substituted Trustee herein, respectfully shows unto your Honor:

1. That he was substituted Trustee in the above entitled matter by a decree of this Honorable Court passed on or about the 24th day of September, 1937; that he qualified by giving bond and entered upon his duties as substitute Trustee, but by reason of the fact the estate of the late J. Charles Linthicum was involved in litigation and in the process of administration until the year 1943, no assets came into the hands of your Trustee. At the close of the administration of the said estate of J. Charles Linthicum, there devolved upon your Trustee a one-fifth undivided interest in certain real and leasehold properties situate in Anne Arundel County, Maryland, a remainder interest in certain other properties which were subject to the dower of Helen A. Linthicum, widow of said J. Charles Linthicum, and a one-third undivided interest in and to a Mortgage on the share of the estate of J. Charles Linthicum (the same being a two-fifths undivided interest in the residue) devised to Seth H.Linthicum, which Mortgage has been paid in full, together with interest due thereon, and a release of the same has been placed on record.

II. Under an order of this Honorable Court this Trustee sold the undivided one-fifth interest held by him in trust for the purposes set forth in the Will of J.Charles Linthicum under Section E, Paragraph 9, and made payments in accordance with the terms

of said Will, all of which will more fully appear from an Auditor's Account herein stated by this Trustee and finally ratified by this Honorable Court on or about July 5th, 1944.

III. The widow of the said J. Charles Linthicum having departed this life on or about February 4, 1944, the one-fifth interest in the rest and residue of the estate of said J. Charles Linthicum, which was subject to her dower, became vested absolutely in this Trustee. Thereafter, acting under orders of this Honorable Court passed on or about July 21st, 1944, he sold the same to Land Homes Corporation, and after the report of said sale was duly advertised and no exceptions filed, the same was finally ratified by this Honorable Court.

IV. Thereafter, under orders of this Honorable Court, passed respectively December 14, 1944 and March 22, 1945, your Trustee invested (a) $3,500.00 of the monies of this trust estate in a First Mortgage on the improved fee simple property known as Lot 8, in Block E on Plat 5 of Linthicum Heights, and (B) $4,000.00 of the monies of this trust estate in a First Mortgage on a one-half interest in the fee simple property located at the corner of Maple and Sweetser Roads, Linthicum Heights, Anne Arundel County.

V. Attached hereto and prayed to be taken as a part hereof, is an itemized account of the receipts and disbursements made by this Trustee since the stating of the account above mentioned in May of 1944, and this Trustee respectfully prays the Court to refer this matter to one of the standing Auditors to state an Account.

VI. On or about Dec. 28th, 1944, due to an Assignment which is duly filed in this cause from Sarah Louise Linthicum to Sweetser Linthicum, Matilda Vickry and Mary Delmah Linthicum, this Honorable Court passed an order authorizing and directing this Trustee to pay unto the said assignees all sums which by the terms of the Will of J. Charles Linthicum were payable to W. Hampton Linthicum, but by reason of a fi fa, had become vested in the said Sarah Louise Linthicum.

WHEREFORE, your Trustee prays your Honor to pass an order referring the papers in this case to a standing Auditor.

Guy B. Brown - Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:

I HEREBY CERTIFY that on this 31st day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared GUY B. BROWN, Trustee, 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, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mildred R. DeRusha Notary Public

STATEMENT OF RECEIPTS AND DISBURSEMENTS OF GUY B. BROWN, TRUSTEE

1944		
Oct. 6	From Fidelity Trust Company, Agent, share of income of Seth H. Linthicum	$ 13.33
Oct. 6	Settlement of claim with Braverman, re lot in Fairfield (previously sold for taxes)	20.00
Oct. 9	From Seth H. Linthicum - in full, balance due on his mortgage to the estate of J. Charles Linthicum, deceased	1,273.92

Oct. 9	From Seth H. Linthicum and Mary P. Linthicum, his wife, sale of one-fifth interest in dower property as follows:			
	Purchase price		$7,400.00	
	Adjustment of taxes, paid in advance, 2 months, 23 days		34.39	
	Adjustment of water and sewer benefits, paid in advance, 2 months, 23 days		10.94	
	Adjustment of ground rent, Corey property, 3 months, 7 days		6.46	
	Adjustment of house rent, paid in advance, 7 days		12.16	
	Notary fee		.30	
	Total gross amount due		$ 7,464.25	
	Less adjustment of water rent, 1 month, 7 days	$ 2.98		
	Adjustment of ground rents, 3 properties for 4 months, 10 days, 1 property for 3 months, 28 days	27.44		
	Adjustment of house rents	6.36		
	Adjustment of Mortgage interest	1.05		
	One-half Revenue stamps	7.82	45.65	
	Net amount received from 1/5th interest in dower properties			7,418.60
Oct. 20	From Howard C. Wilcox, Trustee of the personal estate of J. Charles Linthicum, deceased (subject to remittance for overpayment for which see below)			845.50
1945 Jan. 19	Fidelity Trust Company, Agent, income from rentals			334.83
Jan. 19	Fidelity Trust Company, Agent, returned insurance premium			31.86
Jan. 19	Fidelity Trust Company, Agent, returned Maryland Income Tax (overpayment)			13.94
Apr. 9	Fidelity Trust Company, Agent, income from rentals			10.83
	TOTAL RECEIPTS			$ 9,962.81

EXPENSES

1944 Aug. 4	J. Grayson Hartley, real estate broker's fee, re-sale of dower properties	$ 25.00
	Cleveland Bealmear, real estate broker's fee, re sale of dower properties	25.00
Aug. 30	Capital Gazette, Nisi Order on sale of dower properties	5.00
Sept 7	Fidelity and Deposit Company - Bond	20.00
Oct. 2	Howard C. Wilcox, Trustee of the personal estate of J. Charles Linthicum, overpayment as by Auditor's Account in case of G. Milton Linthicum, et al, vs. Helen A. Linthicum, et al, Circuit Court of Baltimore City, ratified October 14, 1944	482.83

Receipts brought forward			$ 9,962.81
Dec. 15	W. Hampton Linthicum and M. Delmah Linthicum, his wife, Mortgage loan on Lot 8, Block E. Plat 5, Linthicum Heights, as per order of Court	$ 3,500.00	
Dec. 22	John W. Lohmuller, real estate broker's fee, re above loan	10.00	
1945			
Mar. 24	John W. Lohmuller, real estate broker's fee, re apartment house loan	25.00	
Mar. 28	M. Delmah Linthicum and Sweetser Linthicum, Mortgage loan on 1/2 interest in apartment house, corner of Maple and Sweetser Roads, Linthicum Heights, as per order or Court	4,000.00	
Mar. 28	Title Guarantee and Trust Company - Guarantee of title, recording, etc., above loan	59.13	
Mar. 6	Distributed to Sarah Louise Linthicum by order of Matilda Vickry Sweetser Linthicum and Mary Delmah Linthicum	136.16	8,288.12
Balance of cash on hand			$ 1,674.69

Filed June 11th 1945.

IN THE MATTER OF THE TRUST ESTATE OF W. HAMPTON LINTHICUM

No. 7487 Equity
In The Circuit Court for
Anne Arundel County

AUDITOR'S SECOND REPORT AND ACCOUNT.

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 he has stated the within account.

June 18, 1945

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of W. Hampton Linthicum in ac. with Guy B. Brown Trustee

To Trustee for Commissions on Sale ($7400.)	$ 252.00	
To Trustee for Commissions on Income -5% of $345.86	17.29	
1/8 of 1% of $8,344.60		
To Trustee for Annual Commission on corpus	10.43	$ 279.72
To Trustee for Court costs, viz:		
Clerk of Court - costs	22.25	
Auditor - stating this account	22.50	44.75
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - " " on Acct.	5.00	
Fidelity & Deposit Co. - bond premium	20.00	
J. Grayson Hartley - broker's fee (Real Estate)	25.00	
Cleveland Bealmear - " "	25.00	

To John M. Lohmuller - broker's fee (mortgage)	$ 10.00	$
John M. Lohmuller - " " loan)	25.00	
Title Guarantee & Trust Co. - guarantee of title, recording, etc.	59.13	174.13
To Trustee for Expenses and Adjustments in connection with sale of one-fifth interest in real estate, viz:		
Adjustment of water rent, 1 mo. 7 days	2.98	
Adjustment of ground rent, 3 properties, for 4 mos. 10 days, one property for 3 mos. 28 days	27.44	
Adjustment of house rents	6.36	
Adjustment of mortgage interest	1.05	
One-half revenue stamps	7.82	45.65
To Trustee for Refund, viz:		
Howard C. Wilcox, Trustee of personal estate of J. Charles Linthicum, - over-payment as shown by Auditor's Acct. filed Circuit Court of Baltimore City in case of G. Milton Linthicum, et al. vs Helen A. Linthicum, et al, ratified 10/14/44		482.83
To Trustee for Investments, viz:		
Mortgage Loan to W. Hampton Linthicum and wife - Order of Court of 12/13/44	3,500.00	
Mortgage loan to M. Delmah Linthicum, et al - Order of Court of 3/22/45	4,000.00	7,500.00
To Trustee for Payments under Will of J. Charles Linthicum:		
Balance due Sarah Louise Linthicum as shown by Auditor's Acct filed 6/1/44 - $66.25		
Twelve monthly payments of $75.00 to 6/5/45 900.00		
Total due $966.25		
Paid as follows:		
To Sarah Louise Linthicum	136.16	
To Sweetser Linthicum, Matilda Vickry and Mary Delmah Linthicum, Assignees of Sarah Louise Linthicum, as per Order of Court of 12/28/44 - this balance	830.09	966.25
BALANCE IN HANDS OF TRUSTEE		515.13
		10,008.46
Cr. Oct. 6, 1944 Fidelity Trust Co., Agent - share of income of Seth H. Linthicum	13.33	

Oct 6	Fidelity Trust Co., Agent - one-fifth amount of compromise settlement from Israel Braverman, re: Lot #300	$ 20.00	$ 33.33
" 9	Seth H. Linthicum - in full for balance due on mortgage to Estate of J. Charles Linthicum, deceased		1,273.92
" 9	Proceeds of sale of one-fifth interest owned by Trust Estate in that part of residue of J. Charles Linthicum's estate allotted as dower to his widow, Helan A. Linthicum, now deceased, as reported	7,500.00	
	Less allowance as per order of 9/14/44	100.00	7,400.00
" 9	Adjustments in connection with said sale as follows:		
	Refund 1944 taxes - 2 mos. 23 days	34.39	
	Refund 1944 water & sewer charges	10.94	
	Refund ground rent, Corey property- 3 mos. 7 days	6.46	
	Refund house rent - 7 days	12.16	
	Notary fee	.30	64.25
" 20	Howard C. Wilcox, Trustee, of personal estate of J. Charles Linthicum (subject to remittance of over-payment)		845.50
1945			
Jan. 19	Fidelity Trust Co. Agent - income from rentals		334.83
	Fidelity Trust Co., Agent - refund on insurance premium		31.86
	Fidelity Trust Co., Agent - refund overpayment of Md. income tax		13.94
Apr. 9	Fidelity Trust Co., Agent - income from rentals		10.83
			10,008.46

ORDER NISI.

ORDERED, This 20th day of June, 1945, That the Second 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 21st., 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 21st., day of July next.

John H. Hopkins, 3rd., Clerk.

Filed June 20" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., July 13, 1945.

We hereby certify, that the annexed Order Nisi - W. Hampton Linthicum was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County,

Maryland, once a week for 3 successive weeks before the 21st day of July, 1945. The first insertion being made the 5th day of July, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed July 21st. 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of July, 1945, 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.

Ridgely P. Melvin

Filed July 23" 1945.

PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Guy B. Brown, Trustee herein, respectfully shows unto Your Honors:

1. By an Order passed in this matter on the 24th day of September, 1937, this Honorable Court assumed jurisdiction of the trust created by Item 9, Section E of the Last Will and Testament of J. Charles Linthicum, deceased, insofar as the same related to the share of W. Hampton Linthicum, and on the same day appointed Your Petitioner as Substituted Trustee in the place and stead of the Mercantile Trust Company, which had refused to serve.

Thereafter Your Petitioner qualified by giving bond and entered upon his duties.

2. As will more fully appear by reference to the said Will of J. Charles Linthicum, deceased, a certified copy of which is filed in this proceeding, one-fifth of the residue of his estate was devised in trust to pay Seventy-Five Dollars ($75.00) per month from both the income and corpus unto W. Hampton Linthicum for and during the term of his natural life, and from and immediately after his death, any balance remaining was directed to be divided equally among his children, the child or children of any deceased child or children to take per stirpes and not per capita.

3. By an Order of this Honorable Court passed December 28, 1944, Your Petitioner was ordered to pay the sum of Seventy-Five Dollars ($75.00) per month so directed paid by the Will, unto Sweetser Linthicum, Matilda Vickry and Mary Delmah Linthicum, who are the only children of the said W. Hampton Linthicum.

4. The said W. Hampton Linthicum departed this life on August 26, 1945, leaving as his only children, Sweetser Linthicum, Matilda Vickry and Mary Delmah Linthicum, and leaving no child or children of a deceased child. By reason of the death of their father, the said children, who are all of full age and sui juris, are now entitled to the absolute estate remaining in the hands of this Trustee free, clear and discharged of any trust.

As will more fully appear by reference to the Auditor's Account filed herein and ratified July 23, 1945, the said trust estate consists of

(a) A Mortgage of Thirty-Five Hundred Dollars ($3500.00) made to your Trustee by W. Hampton Linthicum and M. Delmah Linthicum, his wife, on or about the 15th day of December, 1944, and recorded in Liber J.H.H. No. 321, folio 225, covering certain leasehold

property known as Lot 8, Bk. E, Plat 5 Linthicum Heights, in Anne Arundel County, and

(b) A Mortgage loan of Four Thousand Dollars ($4,000) on 1/2 interest in fee-simple property located at the corner of Maple Avenue and Sweetser Road, Linthicum Heights, Anne Arundel County, Md., given by M. Delmah Linthicum and Sweetser Linthicum to your Trustee, dated April 3, 1945, and recorded in Liber J.H.H. No. 329, folio 189.

(c) Cash in the hands of your Trustee in the amount of Five Hundred and Fifteen Dollars and Thirteen Cents ($515.13). Since the stating of the said account, nothing has come into the hands of the Trustee, either by way of income or corpus, and he has made no expenditures.

TO THE END THEREFORE, That Your Honor may pass an Order, authorizing and directing Your Trustee to assign and deliver unto the said Sweetser Linthicum, Matilda Vickry and Mary Delmah Linthicum, the only children of W. Hampton Linthicum, deceased:

(a) The Mortgagee dated Dec. 15, 1944, given by the said W. Hampton Linthicum and M. Delmah Linthicum to Your Trustee, and recorded in Liber J.H.H. No. 231, folio 225, covering certain leasehold property known as Lot No. 8, Bk E, Plat 5 Linthicum Heights in Anne Arundel County, and

(b) The Mortgage dated the 3rd day of April, 1945, and recorded in Liber J.H.H. No. 329, folio 189, from M. Delmah Linthicum and Sweetser Linthicum to your Trustee covering 1/2 interest in fee-simple property located at the corner of Maple Ave. and Sweetser Road, Linthicum Heights, Anne Arundel County, Md.

(c) The Cash in Your Trustee's hands, shown by the Auditor's account to be $515.13, less any open Court costs due the Clerk of the Court for filing of this Petition and Order, and the Release from the children of W. Hampton Linthicum to Your Trustee.

Guy B. Brown, Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared GUY B. BROWN, Petitioner herein, and he 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.

(NOTARIAL SEAL) Lillian E. Nake Notary Public

Filed August 31" 1945

UPON the aforegoing PETITION AND AFFIDAVIT, it is by the Circuit Court of Anne Arundel County, in Equity, this 31st day of August 1945, ORDERED that Guy B. Brown, Trustee herein, be and he is hereby authorized and directed to assign unto Sweetser Linthicum, Matilda Vickry and Mary Delmah Linthicum:

(a) The Mortgage dated Dec. 15, 1944, given by the said W. Hampton Linthicum and M. Delmah Linthicum to Your Trustee, and recorded in Liber J.H.H. No. 321, folio 225, covering certain leasehold property known as Lot No. 8, Bk. E, Plat 5, Linthicum Heights in Anne Arundel County, and

(b) The Mortgage dated the 3rd day of April, 1945, and recorded in Liber J.H.H. No. 329, folio 189, from M. Delmah Linthicum and Sweetser Linthicum to your Trustee cov-

ering 1/2 interest in fee-simple property located at the corner of Maple Avenue and Sweetser Road, Linthicum Heights, Anne Arundel County, Md.

(c) The Cash in this Trustee's hands, shown by the Auditor's Account to be $515.13, less any open Court costs.

Ridgely P. Melvin C.J.

Filed Aug. 31" 1945

RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT we, SWEETSER LINTHICUM, MATILDA VICKRY and MARY DELMAH LINTHICUM, being the only children of W. Hampton Linthicum, deceased, do hereby acknowledge to have received from Guy B. Brown, Trustee, in the cause pending in the Circuit Court for Anne Arundel County, Maryland, in Equity, entitled "EX PARTE IN THE MATTER OF THE TRUST ESTATE OF W. HAMPTON LINTHICUM, EQUITY NO. 7487," the following:

(a) Assignment of Mortgage dated December 15, 1944, and recorded in Liber J.H.H. No. 321, folio 225, from W. Hampton Linthicum and M. Delmah Linthicum, his wife, to Guy B. Brown, Trustee.

(b) Mortgage dated April 3, 1945, and recorded J.H.H. No. 329, folio 189, from M. Delmah Linthicum and Sweetser Linthicum to Guy B. Brown, Trustee.

(c) Cash in the amount of $515.13,

AND in consideration thereof, we do hereby RELEASE, ACQUIT, EXONERATE and DISCHARGE the said Guy B. Brown, Trustee, his heirs, executors and administrators of and from all and every action, suit 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 assets forming a part of the trust estate above mentioned, or the payment thereof, hereby declaring ourselves satisfied, contented and paid as above specified.

GIVEN under our hands and seals this 5th day of Sept. in the year nineteen hundred and forty-five.

Signed, Sealed and Delivered	Sweetser Linthicum	(SEAL)
in the presence of	Matilda Vickry	(SEAL)
M. Delmah Linthicum	Mary Delmah Linthicum	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of Sept. in the year nineteen hundred and forty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared SWEETSER LINTHICUM, MATILDA VICKRY and MARY DELMAH LINTHICUM, parties to the above RELEASE, and they each acknowledged the same to be their respective act and deed; and I do hereby certify that of my own personal knowledge I am satisfied that the said SWEETSER LINTHICUM, MATILDA VICKRY and MARY DELMAH LINTHICUM who have acknowledged the above RELEASE are the persons named and described and as professing to be SWEETSER LINTHICUM, MATILDA VICKRY and MARY DELMAH LINTHICUM, the parties in and to the same.

WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) Sarah Louise Linthicum, Notary Public.

Filed Sept. 7" 1945.

FOR PREVIOUS REFERENCE TO THIS CASE No. 8557 Equity SEE EQUITY J.H.H. No. 56, FOLIO 256 to 265, etc.

IN THE MATTER OF ALINE ADA KEISER, NON COMPOS MENTIS, AND A NON-RESIDENT.

No. 8557 Equity
In The Circuit Court For
Anne Arundel County.

Petition for decree nunc pro tunc and order to show cause

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson and Wilbur R. Dulin, Trustees, and solicitors in the above cause, respectfully represents:

1. That your petitioners, as solicitors in the above cause, filed a petition in this Court to obtain a decree to sell all the right, title and interest of the said Aline Ada Keiser, non compos mentis, in and to all that lot of ground situate, lying and being in the Eighth Electi__on District of Anne Arundel County, at "Fair Haven", said Lot being designated as Lot No. 2, Square No. 7, Section 1, "Fair Haven", and, in due course of procedure, this Court, by its decree dated October 4, 1943, appointed your petitioners as trustees to make private sale of said property, to John E. Everett and Margaret J. Everett, his wife, for the cash sum of $4750, and said sale was subsequently ratified by this Court on December 29, 1943, and your petitioners, as trustees conveyed all the right, title and interest of the said Aline Ada Keiser in said property unto the aforesaid purchasers.

2. That it has subsequently developed that, through an inadvertence and oversight, the property which was intended to be sold to the aforesaid purchasers for the aforementioned price of $4750 consisted not only of the lot of ground and improvements hereinbefore mentioned, but also an adjacent unimproved lot designated as Lot Number One in Square No. 7, Section 1, as shown on the Plat of "Fair Haven", said lot being the same lot of ground which was conveyed to Hugh V. Keiser and Aline Ada Keiser, his wife, by Charles W. Owings, et al. by deed dated July 31, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 204, folio 479, a certified copy of which deed is filed herewith as Exhibit A.

3. That your petitioners are also filing herewith as a part hereof, a copy of the memorandum of agreement executed between Hugh V. Keiser and John E. Everett, on April 12, 1943, at the time the sale was made.

4. That, in view of these circumstances, your petitioners are seeking the aid of this Court to amend the proceedings in this cause, nunc pro tunc, so that your petitioners may be authorized to convey all of the right, title and interest of the said Aline Ada Keiser in said Lot Number One in Square No. 7, Section 1 on the Plat of "Fair Haven", as hereinbefore set forth.

5. That said original petition, decree of sale, report of sale, and final order of ratification of sale, made by the trustees as aforesaid may be amended, nunc pro tunc, so as to include the aforesaid lot.

6. That before this Court signs a final decree, nunc pro tunc, the present committee of the said Aline Ada Keiser, who is Austin F. Canfield, Esquire, Attorney-at-law, Woodward Building, Washington, D. C., be served with a copy of this petition, and an

order to show cause, if any he may have, why a decree as prayed herein should not be passed.

7. That this Court may issue an order nisi on the final ratification of the sale of this additional lot and ratify said sale unless cause to the contrary be shown on or before a certain date to be named therein.

8. That the said Benjamin Michaelson and Wilbur R. Dulin, as Trustees, be authorized to grant and convey said lot to the purchasers, John E. Everett and Margaret J. Everett, his wife, after a final decree nunc pro tunc is passed by this Court.

To the end, therefore,

(a) That this Honorable Court pass a decree, nunc pro tunc, amending the original petition filed herein, the decree of sale, the report of sale and the final ratification of sale, to include Lot Number One in Square No. 7 in Section No. 1 as shown on the Plat of "Fair Haven".

(b) That this Court pass an order giving notice to the said Austin F. Canfield, Committee of Aline Ada Keiser, to show cause why a decree should not be passed as prayed herein.

(c) That an order nisi issue on the amended report of sale, in due course of procedure, before a final decree is passed in the premises.

(d) That, this Court pass a final decree, nunc pro tunc, authorizing the said Benjamin Michaelson and Wilbur R. Dulin, as Trustees, to grant and convey all of the right, title and interest of the said Aline Ada Keiser in the aforesaid Lot Number One in Square No. 7 in Section No. 1, as shown on the Plat of Fair Haven, to John E. Everett and Margaret J. Everett, his wife.

(e) And for such other and further relief as this case may require.

And as in duty bound, etc.

Benjamin Michaelson
Wilbur R. Dulin
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Wilbur R. Dulin, petitioners, and they made oath in due form of law that the matters and things set forth in the foregoing petition are true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Katharine H. McCutchan (SEAL)
Notary Public

MEMORANDUM OF AGREEMENT between Hugh V. Keiser of the District of Columbia, sometimes hereinafter referred to for purposes of convenience as the SELLER, and John E. Everett of the District of Columbia, sometimes for purposes of convenience hereinafter referred to as the PURCHASER, WITNESSETH:

The SELLER agrees to sell and convey and the PURCHASER agrees to purchase two certain lots of land located at the Southeast Corner of Weems and Herring Avenues, Fairhaven,

Anne Arundel County, Maryland, now owned by the SELLER and Aline A. Keiser, his wife as tenants by the entirety at and for the total sum of Forty-seven Hundred Fifty Dollars ($4750.00) all cash. SELLER agrees to execute bill of sale conveying fixtures and furniture now in the improvements on the said property.

The SELLER agrees to pay revenue stamps and other costs of transfer. The expenses of searching title are to be at the cost of the PURCHASER unless SELLER is unable to convey a good and marketable title free and clear of encumbrances.

The settlement is to be made within thirty (30) days of the execution of this Memorandum of Agreement. It is understood that because of the necessity of procuring proper conveyance of the interest of Aline A. Keiser, wife of the SELLER, it may be impossible to convey a good and marketable title within the thirty (30) day period. It is agreed that if a delay in conveying a clear title arises for such reason the PURCHASER may nevertheless take possession of the property at the expiration of said thirty (30) days.

It is agreed that if for any reason the SELLER is unable to convey a good and marketable title of record that this Agreement shall be of no force and effect except that the SELLER will pay the costs of searching the title.

WITNESS the hands and seals of the said Hugh V. Keiser and John E. Everett at Washington, D. C., the 12th day of April, 1943.

Hugh V. Keiser (SEAL)

John E. Everett (SEAL)

DISTRICT OF COLUMBIA, ss:

I HEREBY CERTIFY that on this 12th day of April, A.D., 1943, before the subscriber, a Notary Public in and for the District aforesaid, personally appeared Hugh B. Keiser and John E. Everett, and did each acknowledge the aforegoing Memorandum of Agreement to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 12th day of April, A.D.,1943.

(NOTARIAL SEAL) Marguerite G. Davis

Notary Public, D.C.

ORDER OF COURT

UPON the foregoing petition and exhibits, and affidavit, it is hereby ordered this 13th day of September, 1945, by the Circuit Court for Anne Arundel County in Equity that the original petition, decree of sale, report of sale and final ratification of sale in this cause be and the same is hereby decreed to be amended nunc pro tunc so as to include the property designated as Lot Number One in Square Number Seven in Section Number One as shown on the Plat of Fair Haven, as prayed in the foregoing petition, unless cause to the contrary be shown on or before the 13th day of October, 1945, provided, however, that a copy of this petition and order be served on Austin F. Canfield, Committee of Aline Ada Keiser, non compos mentis, on or before the 23rd day of September, 1945; and provided further that the trustees in this cause shall cause an order nisi on the amended report of sale to be published for the time required by law before a final decree shall be passed in the premises by this Court.

James Clark Judge

Filed Sept. 13" 1945.

ORDER NISI.

Ordered, this 13th day of September, 1945, That the sale of the Real Estate mentioned in these proceedings made and reported by Benjamin Michaelson and Wilbur R. Dulin, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $____

John H. Hopkins, 3rd., Clerk.

Filed Sept. 13" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., October 8, 1945.

We hereby certify, that the annexed Order Nisi - Aline Ada Keiser was published in Maryland Gazette & Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of October, 1945. The first insertion being made the 15th day of September, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

Filed Oct. 15" 1945

ORDERED BY THE COURT, This 16th day of October, 1945 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed Nunc Pro Tunc, 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 allowed (the usual commissions and) such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Oct. 16" 1945.

EXHIBIT "A"

(MD. STATE STAMPS 40¢)

THIS DEED, made this 31st day of July, in the year one thousand nine hundred and thirty-nine, by and between CHARLES W. OWINGS and FRANK J. LITTLE, SUBSTITUTED TRUSTEES as hereinafter mentioned, parties of the first part; and HUGH V. KEISER and ALINE A. KEISER, as tennants in common, of the City of Washington, in the District of Columbia, parties of the second part.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County passed on October 21, 1937, in a proceeding pending before said Court, entitled "Ex Parte in the Trust estate of Irvin Owings, deceased, "Equity No. 7505, the said parties of the first part were appointed substituted Trustees in the place and stead of the Trustees named in the will of Irvin Owings, duly probated and of record in the Office of the Register of Wills for Anne Arundel County in Wills Liber W. M. H. 1, Folio 240, with the same power and authority to carry out the trusts created under the will of Irvin Owings as was vested in the original Trustees named therein; and

WHEREAS, under the aforesaid Will, a power of sale was conferred upon said Trustees over the property belonging to said estate, of which the property hereinafter described is a part; and

WHEREAS, acting in exercise, by virtue and in pursuance of the power and authority conferred upon them as aforesaid, the said parties of the first part, Substituted Trustees as herebefore set forth, have sold the property hereinafter described unto the parties of the second part; and

WHEREAS, THE full amount of the purchase money has been fully paid and satisfied unto the parties of the first part hereto, the receipt of which is hereby acknowledged, wherefore this Deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH, that in consideration of the premises and the sum of Ten Dollars (10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part, Substituted Trustees as aforesaid, acting in exercise, by virtue and in pursuance of the power and authority conferred upon them as aforesaid, do hereby grant and convey unto the parties of the second part, their heirs and assigns, in fee simple, subject to the covenants, conditions and restrictions hereinafter set forth, all that tract of land situate in Anne Arundel County, in the State of Maryland, at Fair Haven, and more particularly described as follows:

All of lot numbered one (1) in square (7), section one (1) of the subdivision known as Fair Haven in the eighth election district of Anne Arundel County, Maryland.

Being, a Portion of the property described in a Deed from the Safe Deposit and Trust Company of Baltimore, Substituted Trustee, et al, to Irvin Owings, dated July 20, 1928, and duly recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 38, folio 56.

TOGETHER WITH the buildings ad improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD, The said lot of ground and premises, unto and to the use of the said parties of the second part, their heirs and assigns, in fee simple, forever; subject, however, to the following covenants, conditions and restrictions which shall run with the land and form a part of the consideration of this Deed and bind all parties hereto, their heirs, successors and assigns, namely:

FIRST: That the herein described piece or parcel of land, or any part thereof, or any improvements thereon shall never be sold or conveyed to, or used, or in any manner occupied by any Negro or by any person of the Negro race or having Negro blood.

SECOND: That no stable, carriage house, shed or pig pen shall be erected or permitted on said property. That no offensive, noisy or illegal trade, calling or transaction shall be done, suffered or permitted thereon and that no part of said premises shall be so used or occupied as to injuriously affect the use, occupation or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein said premises are situated; nor shall any part of this property or any building erected thereon be used for any other purpose than as a residence, except that a garage may be erected for priviate use.

THIRD: That no building whatever shall be erected within fifteen feet of the street line.

FOURTH: That no toilet shall be erected or used on said property unless the same

be enclosed within or attached to the dwelling, porch or garage and the same must be thoroughly sanitary.

FIFTH: That no building shall be erected on said property with a flat roof or of a shed roof type.

AND the said parties of the first part, Substituted Trustees as aforesaid hereby covenant that they will execute such further assurances of said land as may be requisite.

WITNESS: the hands and seals of the within named parties of the first part hereto, Substituted Trustees as aforesaid.

WITNESS: Charles W. Owings (SEAL)

P. E. Leonard Frank J. Little (SEAL)

W. W. Lupton SUBSTITUTED TRUSTEES.

STATE OF VIRGINIA, COUNTY OF ROANOKE, to wit:

I HEREBY CERTIFY, that on this 14th day of July, in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared CHARLES W. OWINGS, one of the within named parties of the first part hereto, and one of the Substituted Trustees as aforesaid, and he acknowledged the aforegoing Deed to be his act as such Substituted Trustee, and in my presence signed and sealed the same.

AS WITNESS, my hand and Notarial seal.

(NOTARIAL SEAL) F. C. Whitehead

Notary Public

My Commission Expires Sept. 7, 1941.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 18 day of July in the year one thousand nine hundred and thirty-nine, before me, the subsctiber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared FRANK J. LITTLE, one of the within named parties of the first part hereto, and one of the within named Substituted Trustees, and he acknowledged the aforegoing Deed to be his act as such Substituted Trustee.

AS WITNESS, my hand and notarial seal.

(NOTARIAL SEAL) HARRY C. HOBBS NOTARY PUBLIC.

Recorded August 15, 1939, 2:40 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I hereby certify, that the aforegoing deed was truly taken and copied from Liber J.H.H. 204 Folio 479 one of the land record books for Anne Arundel County.

In testimony whereof I hereto set my hand and affix this seal of the Circuit Court for Anne Arundel County this 14th day of September A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Sept. 14" 1945.

ANSWER OF COMMITTEE OF ALINE ADA KEISER

To the Honorable, the Judges of said Court:

The answer of Aline Ada Keiser, non-compos mentis, by Austin F. Canfield, Committee of her person and estate, to the petition of Benjamin Michaelson and Wilbur R. Dulin,

filed the 13th day of September, 1945, in the above Court, respectfully represents to the Court as follows:

1 - 8 Answering the allegations of Paragraph 1 - 8 inclusive, the said Aline Ada Keiser, being legally incompetent, can neither admit nor deny the allegations thereof but submits her interests to the care and protection of this Honorable Court.

Further answering said petition, her Committee, duly appointed in the District Court of the United States for the District of Columbia, qualified and still acting as said Committee, believes the facts therein stated to be substantially true and correct and for want of any information to the contrary, does not oppose the prayers of the petition and can show no cause why the proposed decree and order should not be passed herein as prayed.

Austin F. Canfield

DISTRICT OF COLUMBIA, SS:

Austin F. Canfield being first duly sworn according to law deposes and says that he has read over the foregoing Answer by him subscribed and knows the contents thereof, that the matters and facts therein set forth he verily believes to be true.

Austin F. Canfield

Subscribed and sworn to before me this 18th day of September, 1945.

(NOTARIAL SEAL) Helen R. Sasscer Notary Public. D.C.

Filed Sept. 19" 1945.

Acceptance of Service of Copy of Petition and Order of Court thereon.

To the Clerk of the Circuit Court for Anne Arundel County, Maryland.

Dear Sir:

I hereby accept service of a copy of the petition of Benjamin Michaelson and Wilbur R. Dulin, solicitors, filed in this cause, and also of a copy of the Order of Court passed thereon, said copy having been served on me, this 17th day of September, 1945.

Austin F. Canfield

Committee of Aline A. Keiser.

Filed Sept. 19" 1945.

IN THE MATTER OF THE TRUST ESTATE	:	No. 8276 Equity
OF	:	In The Circuit Court For
W. Meade Holladay	:	Anne Arundel County.
	:	

Mr. Clerk:

Please docket this suit, file Petition, Order of Court, and Consent, and Certified copy of Deed of Trust.

R. Tilghman Brice, III

Filed Nov. 12" 1941.

PETITION to Court to assume jurisdiction of Trust Estate, Relieve and discharge M. Clare M. Green, and confirm appointment of R. T. Brice, III, ORDER OF COURT thereon, and CONSENT of M. Clare M. Green.

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice, III, Attorney for The Farmers National Bank of

Annapolis, respectfully shows:

FIRST: That in a cause entitled: "In the Matter of the Trust Estate of W. Meade Holladay," being No. 7309 Equity, in the Circuit Court for Anne Arundel County, this Court assumed jurisdiction of this Trust Estate.

SECOND: That by an Order of this Court dated the 12th day of January, 1937, R. Tilghman Brice, III, and M. Clare M. Green were appointed Substituted Trustees in the place and stead of James M. Munroe, Trustee, at that time deceased.

THIRD: That subsequently, on or about the second day of March, 1937, these proceedings were dismissed without prejudice.

FOURTH: That it has become necessary in order to satisfy the indebtedness mentioned in said Deed of Trust from W. Meade Holladay to The Farmers National Bank of Annapolis dated the 5th day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 319, to sell some portions of the properties mentioned in the said Deed of Trust, a certified copy of said Deed of Trust being filed herewith, marked: "Exhibit No. 1," and prayed to be taken as a part hereof.

FIFTH: That at the time of the appointment of the said Substituted Trustees, the said R. Tilghman Brice, III, and M. Clare M. Green were attorneys for The Farmers National Bank of Annapolis, the said M. Clare M. Green having since resigned as counsel to the Farmers National Bank of Annapolis.

SIXTH: That the said M. Clare M. Green has requested that she be relieved of any and all duties as Co-Substitued Trustee in this Cause and does by these presents respectfully request the Court to discharge her as such.

THEREFORE, your Petitioner prays this Honorable Court to again assume jurisdiction of this Trust Estate; that M. Clare M. Green be relieved of her duties as Co-Substituted Trustee and discharged as such; and that the appointment of R. Tilghman Brice, III, as Substituted Trustee under the aforementioned Order of January 12, 1937, be confirmed.

AND as in duty bound, etc.,

R. Tilghman Brice, III, Attorney for
The Farmers National Bank of Annapolis, PETITIONER.

Filed Nov. 12" 1941

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 13th day of November, 1941, upon the foregoing Petition, that jurisdiction is hereby assumed by the Circuit Court for Anne Arundel County, in Equity, of the Trust Estate of W. Meade Holladay, as set out in the foregoing Petition; that M. Clare M. Green be and she is hereby relieved of her responsibility as Co-substituted Trustee in the above entitled Cause and she is hereby discharged as such Co-substituted Trustee; and that the appointment of R. Tilghman Brice, III, as Substituted Trustee under the Deed of Trust mentioned in these proceedings under the Order of this Court dated January 12, 1937, in the proceedings entitled: "In the Matter of the Trust Estate of W. Meade Holladay," being No. 7309 Equity be and the same is hereby ratified and confirmed.

Ridgely P. Melvin Judge

I hereby consent to the passage of the above Order.

M. Clare M. Green Duckett

Filed Nov. 13" 1941.

DEED OF TRUST FROM W. MEADE HOLLADAY TO J. M. MUNROE Trustee

THIS DEED OF TRUST made this 5th day of April in the year nineteen hundred and thirty-two by W. Meade Holladay, widower of Annapolis, Maryland, party of the first part and James M. Munroe, Trustee, as hereinafter named, of Annapolis, Maryland, party of the second part, witnesseth:

WHEREAS, the party of the first part is justly and bona fide indebted unto the Farmers National Bank of Annapolis in the full and just sum of thirty-four thousand, five hundred dollars ($34,500.00) for debt already due and owing previously to the execution of these presents to secure the payment of the same, and

WHEREAS, the party of the first part has passed to the said Farmers National Bank his promissory note dated April 1st, 1932, payable on demand, for the said sum of thirry-four thousand five hundred dollars, and

WHEREAS it is the desire of the party of the first part, by these presents to secure the payment of said note and all the interest due thereon.

NOW THIS DEED WITNESSETH that in consideration of the premises and for the purpose of securing the indebtedness of the said party of the first part to the Farmers National Bank of Annapolis as evidenced by the promissory note the said party of the first part doth by these presents bargain and sell, give, grant and convey unto the said James M. Munroe, Trustee, as hereinbefore named, the following property situate in Anne Arundel County Maryland, to wit:

1st. All that property known as "Acton" Located on Franklin Street, Murray Hill, Annapolis being more particularly described in deed from Eva Murray, et al, dated November 29th, 1922 recorded among the Land Records of Anne Arundel County, in Liber W.N.W. 57, folio 286, subject, nevertheless to a mortgage to the Corporation for Relief of Widows, and Children etc., dated July 1931, recorded among said Land Records in Liber F.S.R. 89, folio 257.

2nd. All those two tracts of land partly in the 1st and partly in the 2nd Election Districts of Anne Arundel County, consisting of 93¼ acres more or less, described in deed from John DeP. Douw and wife, dated September 19, 1925 recorded as aforesaid in Liber W.M.B. 19/97.

3rd. All that tract of land in the 3rd Election District of said County consisting of 21.1 acres more or less, described in deed from Albert A. Downs, and wife, dated April 29, 1925 recorded among said Land Records in Liber W.N.W. 105 folio 300.

4th. All that lot of ground in the village of Eastport on the northwest side of Eastern Avenue, fully described in the deed from Charles D. Ridout and wife dated August 24th, 1928 recorded as aforesaid in Liber F. S. R. 27 folio 496.

5th. All those lots of ground on West Street Annapolis known and designated as Nos. 102 and 104 West Street fully described in deed from Lee W. Kalmey and wife, dated November 23, 1929 recorded among the Land Records of Anne Arundel County in Liber F.S. R. 56 folio 317, subject nevertheless to a mortgage to Eugene W. Iglehart, dated October __ 1931 recorded as aforesaid in Liber F.S.R. 90 folio 152.

6th. All that undivided ½ interest in all that tract of land known as the "Nichols Farm" in the 2nd Election District of said County known and described in deed from

William G. Williams and wife, dated November 8, 1928, recorded among said Land Records in Liber F.S.R. 40 folio 226.

7th. All that undivided 1/3 interest in a tract of land now consisting of 260 acres more or less, known as "Edgewood" in the 4th Election District of said County near Gambrills, described in deed from Eugene P. Childs, Trustee, dated May 19, 1925, recorded as aforesaid in Liber W.N.W. 110/24.

TAKE 8th. All that undivided 1/2 interest in tract of land 30.7 acres in the 2nd Elec. Dist. of said County, described in deed from Marvin I. Anderson et al Trustees, dated August 1st, 1931, recorded as aforesaid in Liber F.S.R. 86 folio 149.

9th. All that undivided 1/2 interest in a tract of land consisting of 9 acres in 4th Elec. Dist. of said County described in deed from Henrietta M.C. Maynard dated May 17, 1928, recorded in Liber F. S. R. 25 folio 451.

10th. All that 1/2 undivided interest in 40 acres of land, more or less, at Odenton, 4th Elect. Dist. of said County, described in deed from Eden B. Watts, dated May 1st, 1928, recorded in Liber F. S. R. 32 folio 347.

11th. All that undivided 1/2 interest in 168 acres of land in 4th Elec. Dist. of said County described in a deed from Michael F. Carter Sheriff, dated March 27, 1928 recorded as aforesaid in Liber F. S. R. 34 folio 302.

12th. All that undivided 1/2 interest in a balance of 50 acres of land more or less in 4th Elec. Dist. of Anne Arundel County being the balance of a tract of land described in deed from Harry D. Eutsler and wife, dated March 3, 1926, recorded as aforesaid in Liber W.M.B. 23 folio 195.

13th. All that undivided 1/2 interest in two tracts of land aggregating 20 acres, more or less in 4th Elec. Dist. of said County described in deed from Marvin W. Anderson and wife, dated October 3, 1924 recorded among the Land Records aforementioned in Liber W.N.W. 91 folio 96.

14th. All that undivided 1/2 interest in a tract of land in 4th Elec. Dist. of said County described in deed from Marvin W. Anderson and wife dated October 27, 1925 recorded as aforesaid in Liber W.M.B. 12 folio 356.

15th. All that undivided 1/2 interest in a tract of land now consisting of 26.49 acres more or less being the balance of the land conveyed to the party of the first part and William G. Williams by Clarence M. Bassford, and wife by deed of November 22, 1927 recorded in Liber F. S. R. 24 folio 138.

16th. All that undivided 1/2 interest in 27½ acres of land in the 1st Elec. Dist. of said County fully described in deed of June 9, 1926, recorded in Liber W.M.B. 27 folio 32 of said Land Records, subject, nevertheless to mortgage to Robert W. Carr, dated June __ 1926 recorded as aforesaid in Liber W.M.B. 27 folio 34.

17th. All that undivided 1/2 interest in a tract of land now consisting of 14 acres more or less in 7th Elec. Dist. of said County described in deed from John W. Crandall and wife, dated April 26, 1927 recorded among the Land Records of Anne Arundel County in Liber F. S. R. 13 folio 105.

18th. All the right, title, interest and estate of the party of the first part, being an undivided 1/3 interest in all that tract or tracts of land in 2nd Elec. Dist.

of said County described in mortgage dated December 29, 1925 recorded as aforesaid in Liber W.M.B. 18 folio 354., from Henry W. Dohme and wife, to W. Meade Holladay and others, consisting of 100 acres of land having a frontage of 3000 feet on Broad Creek, a tributary of South River said property recently purchased at mortgagee's sale by W. Meade Holladay and others.

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 hereinbefore described premises and lands unto the said James M. Munroe his successors and assigns; In Trust, nevertheless, to permit and allow the said party of the first part to hold, occupy and enjoy said lands and premises hereby conveyed until the same shall be sold and disposed of under the provision of this Deed of Trust, or re-conveyed as hereinafter stated and without any responsibility on the part of the said Trustee or of the said Bank, for the rent, 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 same shall be sold and the proceeds received by the said Trustee, or by the said Bank, and without any responsibility on the part of the said Trustees for the nonpayment of taxes, or insurance, the responsibility of the said Bank and of the said Trustee being limited only to the actual receipts of money by the same. And upon the full payment of all the notes and debts, and any renewals of or substitutes for the same, or any part thereof, and the discount and interest thereon and all proper costs, charges, commission and expenses at any time before the sale herein provided for, then to release and reconvey the said described premises unto the said party of the first part his heirs, executors, administrators and assigns.

But if default be made on the part of the said party of the first part his heirs, executors, administrators and assigns, to pay debts or loans made by the said Bank on the demand of the said Bank, at any time after the maturity thereof, and in accordance with the terms of such loans and the notes given for the same or for any renewal of or substitute for the same in whole or in part which the said Bank may agree to make or upon the demand of the said Trustee under the direction of the said Bank, then it shall be lawful for the said James M. Munroe, Trustee, to sell the property hereinbefore conveyed or so much thereof as may be necessary for the payment of the said indebtedness, or so much thereof as may remain unpaid, and to apply the proceeds of sale as follows:

First. To the payment of all costs, charges, and expenses incident to such sale including a commission of six percent to the person making the sale on the amount realized therefrom together with all taxes, insurance premiums or other proper charges which may be on said property, and including the premiums on any bond given in a duly authorized surety company, by the person exercising the power of sale herein contained.

Secondly. To the payment and discharge in full of the whole amount of said debts and loans then remaining due and owing to the said Bank secured by this deed of trust including any costs charges and expenses of any kind whatever to which the Bank or said Trustee may have been subjected or liable for by reason of the said loans or in the collection of the debts secured by this deed of trust.

And as to the residue if any arising from such sale or sales, to pay the same to the sais party of the first part or his assigns or to such person as the Court may direct.

And the said party of the first part doth hereby further covenant to pay all the taxes and assessments, public dues and charges of every kind levied or assessed to be levied or assessed on the property hereby conveyed and also to keep insured the improvements on the property hereby conveyed for at least the sum of Fifteen Thousand Dollars and to cause the said insurance policy to be so framed that the loss thereunder shall inure to the benefit of the said Bank and deliver said policy of insurance to said Bank. And a default on the part of the said party of the first part to keep the taxes on the property paid up and to keep the improvements on the said property insured shall be considered a default under this deed of Trust, and in case of such default the Trustee may if so required by said Bank, proceed to execute the power of sale hereby granted.

WITNESS the hand and seal of said Grantor.

Test: M. Elizabeth Brown W. Meade Holladay (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 5th day of April in the year nineteen hundred and thirty-two before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared W. Meade Holladay and acknowledged the aforegoing Deed of Trust to be his act and deed.

As witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary Elizabeth Brown Notary Public

Recorded April 6, 1932 at 10 -A.M.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing Deed of Trust was truly taken and copied from Liber F. S. R. No. 96, folio 319, one of the Land Record Books 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 7th day of November A.D. 1941.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Nov. 12" 1941.

IN THE MATTER OF THE TRUST ESTATE OF W. Meade Holladay

No. 8276 Equity
In The Circuit Court For
Anne Arundel County

PETITION for order to advertise and sell properties, and ORDER OF COURT thereon.

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice, III, Substituted Trustee in the above entitled case, respectfully shows:

FIRST: That W. Meade Holladay and William G. Williams owned considerable property in Anne Arundel County, State of Maryland, as tenants in common.

SECOND: That each of them, together with Mary Louise Williams, the wife of William G. Williams, gave separate Deeds of Trust to James M. Munroe, Trustee, covering their respective interests in said property and securing their indebtedness to The Farmers National Bank of Annapolis, all of which is more particularly set forth in the Deed of Trust from W. Meade Holladay to James M. Munroe, Trustee, filed in this cause.

THIRD: That your Petitioner is about to foreclose the Deeds of Trust and offer for

sale the interests of the said W. Meade Holladay and William G. Williams.

FOURTH: That your Petitioner deems it advisable to sell the interest of the said W. Meade Holladay and William G. Williams as an entirety and not individually.

Therefore, your Petitioner prays the Court to pass an Order authorizing and directing him to advertise and sell the interest of W. Meade Holladay in and to the properties mentioned in the Deed of Trust filed in this cause, together with the interest of William G. Williams and Mary Louise Williams, his wife, in and to said properties, thereby selling the complete fee simple title in said properties.

AND as in duty bound, etc.,

R. Tilghman Brice, III, Substituted Trustee PETITIONER

Filed Nov. 24" 1941.

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 25th day of November, 1941, upon the foregoing Petition, that R. Tilghman Brice, III, Substituted Trustee, be and he is hereby authotized and directed to advertise and sell the properties mentioned in the Deed of Trust filed in these proceedings, together with the interest of William G. Williams and Mary Louise Williams, his wife, in said properties, thereby advertising and selling the complete title to said properties.

Ridgely P. Melvin Judge

Filed Nov. 25" 1941.

PETITION to authorize substituted Trustee to advertise and sell Petitioners' one-third undivided interest in properties, and ORDER OF COURT thereon.

To the Honorable, the Judges of said Court:

The Petition of John deP. Douw and Anne M. Douw, his wife, respectfully shows:

FIRST: That it has been brought to the attention of your Petitioners that R. Tilghman Brice, III, Substituted Trustee in the above entitled cause, is about to advertise and sell the properties mentioned in the Deed of Trust filed in these proceedings, and especially the properties seventhly and eighteenthly mentioned in the said Deed of Trust filed in these proceedings from W. Meade Holladay, Widower, to James M. Munroe, Trustee.

SECOND: That your Petitioners have an one-third undivided interest in said properties.

THIRD: That your Petitioners believe that it would be to the advantage of all parties concerned that the said Substituted Trustee sell to the purchaser or purchasers at said sale the interest of your Petitioners in said properties.

Therefore, your Petitioners pray this Honorable Court to pass an Order authorizing and directing the said Substituted Trustee to advertise and sell the interest of your Petitioners together with the interest of the other owners, in the properties mentioned in these proceedings.

AND as in duty bound, etc.,

John DeP. Douw

Anne M. Douw

Filed Nov. 26" 1941

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 26th day of November, 1941, upon the foregoing Petition, that R. Tilghman Brice, III, Substituted Trustee, be and he is hereby authorized and directed to advertise and sell the undivided one-third interest of John deP. Douw and Anne M. Douw, his wife, in and to the properties mentioned Seventhly and Eighteenthly in the Deed of Trust from W. Meade Holladay, Widower, to James M. Munroe, Trustee, filed in these proceedings, thereby conveying to the purchaser thereof all outstanding interests in said properties.

Ridgely P. Melvin Judge.

Filed Nov. 26" 1941.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, R. Tilghman Brice, III, of Annapolis, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen thousand and 00/100 Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof 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 first day of December, in the year of our Lord nineteen hundred and forty one

WHEREAS, BY DEED OF TRUST, dated the 5th day of April nineteen hundred and thirty two, and left to be recorded among the Land Records of Anne Arundel County, on the 6th day of April, 1932, In Liber FSR No. 96, Folio 319 W. Meade Holliday did grant, bargain and sell, assign and transfer unto James M. Munroe Trustee, as therein named R. Tilghman Brice, III, Having been substituted trustee by order of Court (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden R. Tilghman Brice, III do and shall well and faithfully perform the trust reposed in him in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in him by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered — R. Tilghman Brice, III (SEAL)

in the presence of (CORPORATE SEAL) MARYLAND CASUALTY COMPANY

Myrtle C. O'Connor — Charles F. Lee of

Attest: — Per Charles F. Lee & Co. Agts.

Dorothy Roberts, Secretary

Filed Dec. 2" 1941.

STAREMENT OF THE FARMERS NATIONAL BANK OF ANNAPOLIS

Balance due, Deed of Trust from W. Meade Holladay to James M. Munroe, Trustee, dated

April 5, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 319 $20,809.63

Interest thereon to December 23, 1941 8,933.58

$29,743.21

NOTE: The figures above do not include State and County taxes and fire insurance premiums advanced and paid by The Farmers National Bank of Annapolis on the properties of W. Meade Holladay.

Carey L. Meredith -PRESIDENT OF THE
FARMERS NATIONAL BANK OF ANNAPOLIS.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 20th day of December in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAREY L. MEREDITH, President of The Farmers National Bank of Annapolis, and made oath in due form of law that there is due and owing by the said W. Meade Holladay on the above entitled Deed of Trust dated April 5, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 319, the sum of Twenty-thousand Eight Hundred Nine Dollars and Sixty-three Cents ($20,809.63) being for principal, plus Eight Thousand Nine Hundred Thirty-three Dollars and Fifty-eight Cents ($8,933.58) being for interest to December 23, 1941, plus taxes and fire insurance premiums.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky
Notary Public

Filed Dec. 20" 1941

IN THE MATTER OF THE TRUST ESTATE
OF
W. MEADE HOLLADAY

No. 8276 Equity
In The Circuit Court For
Anne Arundel County

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Substituted Trustee in the above entitled matter, respectfully shows:

That default having occurred in the said Deed of Trust filed in these proceedings, he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, December 23, 1941, at 10:30 o'clock, A.M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also posted either on the premises to be sold or in the community in which the property to be sold was located, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 23, 1941, at 10:30 o'clock, A.M., that being the time and place advertised for said sale, and pursuant to an Order of this Court filed in this Cause, dated November 25, 1941, he did then and there offer said property firstly and secondly described in the handbill hereto attached, as an entirety, selling the interest of W. Meade Holladay and William G. Williams and Mary Louise Williams, his

wife, the said W. Meade Holladay and William G. Williams each having an undivided one-half interest in said property, to sale at public auction as follows:

FIRST: All that tract of land known as the "Nichols Farm" in the Second Election District of Anne Arundel County, State of Maryland, being particularly described in a Deed from Anna J. Nichols, et al, to William G. Williams, dated September 29, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 14, folio 287, and sold the same at and for the sum of Six Thousand Five Hundred ($6,500.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale;

SECOND: All that lot of ground now consisting of 26.49 acres of land, more or less, situate in the Second Election District of Anne Arundel County, Maryland, near Bartgis Corner, being the sale of the land conveyed to W. Meade Holladay and William G. Williams by Clarence M. Bassford and wife by Deed dated November 22, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 24, folio 138, and sold the same at and for the sum of Four Hundred ($400.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale;

And pursuant to an Order of this Court in the above entitled Cause, dated November 26, 1941, he did then and there offer said property thirdly and fourthly described in the handbill hereto attached, as an entirety, selling the interest of the said W. Meade Holladay and William G. Williams and Mary Louise Williams, his wife, and John deP. Douw and Anne M. Douw, his wife, the said W. Meade Holladay and William G. Williams and John deP. Douw each having an undivided one-third interest in said property, to sale at public auction as follows:

THIRD: All that lot or tract of land now consisting of 260.0 acres of land, more or less, known as "Edgewood" in the Fourth Election District of Anne Arundel County, near Gambrills, described in a Deed from Eugene P. Childs, Trustee, to William G. Williams, et al., dated May 19, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 110, folio 24, together with improvements thereon, and sold the same at and for the sum of Five Thousand Five Hundred ($5,500.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale;

FOURTH: All that tract of land in the Second Election District of Anne Arundel County, State of Maryland, consisting of 100 acres of land, more or less, having a frontage of 3,000. feet on Broad Creek, a tributary of South River, and being the same property described in a Deed from George E. Rullman, Assignee, to W. Meade Holladay, et al., dated December 9, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 146, folio 287, and sold the same at and for the sum of Six thousand ($6,000.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said

sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III, SUBSTITUTED TRUSTEE

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this twenty-third day of December in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Substituted Trustee in the above entitled case, 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.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky -NOTARY PUBLIC

ADVERTISEMENT OF SALE

George W. Scible, Auctioneer

Trustee's Sale of Valuable Real Estate in Anne Arundel County, Maryland

By virtue of the poser of sale contained in a deed of trust from W. Meade Holladay, widower, to James M. Munroe, trustee, dated the 5th day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 319, and by virtue of the power of sale contained in a deed of trust from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, trustee, dated the 3rd day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 374, and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed on the 13th day of November, 1941, in a cause entitled: "In the Matter of the Trust Estate of W. Meade Holladay," being No. 8276 Equity, and by virtue of the decree of the Circuit Court for Anne Arundel County, in equity, passed on the 13th day of November, 1941,in a cause entitled: "In the Matter of the Trust Estate of William G. Williams and Mary Louise Williams, his wife," being No. 8277 Equity, and by virtue of an order of the Circuit Court for Anne Arundel County, dated the 25th day of November, 1941, said order passed and filed in each of the above-mentioned causes, default having occurred in said deeds of trust, the undersigned substituted trustee was authorized and directed to advertise and sell the properties mentioned in the above-mentioned deeds of trust as an entirety, selling both the interest of the said W. Meade Holladay and the interest of the said William G. Williams and Mary Louise Williams, his wife, the undersigned, substitute trustee, will offer at public sale at the Court House door, in the City of Annapolis, State of Maryland, on Tuesday, Dec. 23, 1941 at 10:30 O'clock A.M. the following property which will be offered for sale as separate parcels as follows:

First: All that tract of land known as the "Nichols Farm", in the Second Election District of Anne Arundel County, State of Maryland, and particularly described in a deed to William G. Williams by Anna J. Nichols, et al, dated the 29th day of September, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 14, folio 287, an one-half interest having been conveyed to the said W. Meade Holladay by William G. Williams and wife by deed dated the 8th day of November, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 40, folio 226.

Second: All that lot of ground now consisting of 26.49 acres of land, more or less, situate in the Second Election District of Anne Arundel County, State of Maryland, near Bartgis Corner, and being the balance of the land conveyed to W. Meade Holladay and William G. Williams by Clarence M. Bassford and wife by deed dated the 22nd day of November, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 138.

And by virtue of a petition of John deP. Douw and wife and an order of the Circuit Court for Anne Arundel County, in equity, passed on the 26th day of November, 1941, the said substituted trustee was authorized and directed to sell the undivided one-third interest of the said John deP. Douw and wife in the following pieces or parcels of land, together with the interests of the said W. Meade Holladay and of the said William G. Williams and Mary Louise Williams, his wife, said authority having been filed in the above-mentioned equity causes, the undersigned substituted trustee will offer at public sale at the time and place hereinabove set forth in this advertisement, the following property which will be offered for sale as separate parcels as follows:

Third: All that lot or tract of land now consisting of 260.0 acres of land, more or less, known as "Edgewood" in the Fourth Election District of Anne Arundel County, near Gambrills, described in a deed from Eugene P. Childs, trustee, to William G. Williams, et al, dated May 19, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 110, folio 24, said land being improved by a large dwelling and outbuildings.

Fourth: All that tract of land in the Second Election District of Anne Arundel County, State of Maryland, consisting of 100 acres of land, more or less, having a frontage of 3,000 feet on Broad Creek, a tributary of South River, and being the same property described in a deed from George E. Rululman, assignee, to W. Meade Holladay, et al, by deed dated December 9, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 146, folio 287.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price of each lot will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6) per cent per annum, to be paid in cash on the ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice, III,
Substituted Trustee.

See #8277 for certificates

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Substituted Trustee in the above entitled matter, respectfully shows:

That default having occurred in the said Deed of Trust filed in these proceedings, he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, December 23, 1941, at 10:00 o'clock, A.M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three

successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also posted either on the premises or in the community in which the property is located and described in said Deed of Trust, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 23, 1941, at 10:00 o'clock, A.M., that being the time and place advertised for said sale, and did then and there offer said property to sale at public auction as follows:

FIRST: All those two tracts of land, partly in the First and partly in the Second Election Districts of Anne Arundel County, State of Maryland, about one and one-half miles South of Riva, containing 93-1/4 acres of land, more or less, and more particularly described in a Deed from John deP. Douw and wife, to W. Meade Holladay, dated September 19, 1925, and recorded among the land Records of Anne Arundel County in Liber W.M.B. No. 19, folio 97, together with the improvements thereon, and sold the same at and for the sum of One Thousand Seven Hundred Fifty ($1,750.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale:

SECOND: All that tract of land situate in the Third Election District of Anne Arundel County, Maryland, near Pasadena, containing 21.1 acres of land, more or less, and more particularly described in a Deed from Albert A. Downs and wife to W. Meade Holladay, dated April 29, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 105, folio 300, and sold the same at and for the sum of One Thousand Two Hundred Fifty ($1,250.00)Dollars, to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III, SUBSTITUTED TRUSTEE

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this twenty-third day of December in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN, BRICE, III, Substituted Trustee in the above entitled case, 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.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky NOTARY PUBLIC

ADVERTISEMENT OF SALE GEORGE W. SCIBLE, AUCTIONEER.

TRUSTEE'S SALE OF VALUABLE REAL ESTATE IN ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power of sale contained in a deed of trust from W. Meade Holladay, widower, to James M. Munroe, trustee, dated April 5, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 319, and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed on the 13th day

of November, 1941, in a cause entitled: "In the matter of the trust estate of W. Meade Holladay," being No. 8276 equity, default having occurred in said deed of trust, the undersigned, substituted trustee, will offer at public sale at the Court House door, in the City of Annapolis, State of Maryland, on Tues., Dec. 23, 1941 at 10 o'clock A.M. the following property which will be offered for sale in two parcels as follows:

First: All those two tracts of land, partly in the First and partly in the Second Election Districts of Anne Arundel County, State of Maryland, about one and one-half miles south of Riva, containing 93¼ acres of land, more or less, and more particularly described in a deed from John deP. Douw and wife to W. Meade Holladay, dated September 19, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 19, folio 97. This property is improved by a three-room frame dwelling.

Second: All that tract of land situate in the Third Election District of Anne Arundel County, State of Maryland, near Pasadena, containing 21.1 acres of land, more or less and more particularly described in a deed from Albert A. Downs and wife to W. Meade Holladay, dated April 29, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 105, folio 300.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price of each parcel of land will be required of the purchaser on the day of sale, balance of purchase money including interest at the rate of six (6) per cent per annum, to be paid in cash on the ratification of sale.

Taxes, insurance, and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice, III,

FOR CERTIFICATES ON SALE SEE PAGE 51 Substituted Trustee.

CERTIFICATE OF PUBLICATION Annapolis, Md., Dec. 29, 1941

We hereby certify, that the annexed Trustee's Sale - Holladay was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of December, 1941. The first insertion being made the 27th day of November, 1941.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed Dec. 30" 1941

ORDER NISI.

Ordered, this 30th., day of December, 1941, That the sales of the property mentioned in these proceedings made and reported by R. Tilghman Brice, III, Substituted Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st., day of January 1942, 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 31st., day of January 1942, next.

The report states that the amount of sales to be $3,000.00 and $7,283.33.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 30" 1941.

CERTIFICATE OF PUBLICATION Annapolis, Md., February 3, 1942

We hereby certify, that the annexed Order Nisi - Sale W. Meade Holladay was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the thirtieth day of January, 1942. The first insertion being made the first day of January, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By Betty Pons

Filed Feby. 4" 1942.

ORDERED BY THE COURT, This 4th day of Feby. 1942 that the sales made and reported by the Substituted Trustee aforesaid, be and the same are 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 Substituted Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin Judge

Filed Feby. 4" 1942

IN THE MATTER OF THE TRUST ESTATE OF W. MEADE HOLLADAY

No. 8276 Equity
In The Circuit Court For
Anne Arundel County

AUDITOR'S REPORT AND ACCOUNT No. 1

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 he has stated the within account, being Account No. 1

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of W. Meade Holladay in ac. with R. Tilghman Brice, III, Trustee

To Trustee for Commissions	$	$ 120.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.55	
Auditor	9.00	39.55
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	38.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - order nisi on report of sale	5.00	
Capital-Gazette Press - order nisi on auditor's acct.	5.00	
Clerk of Court - certified copy	2.50	
Chas. F. Lee & Co. - bond premium	52.00	
George W. Scible - auctioneer	15.00	
One-half Federal revenue stamp	1.65	
One-half State revenue stamp	1.50	126.15

To Trustee for Taxes, viz:			
1941 State & County taxes (20.1 acres)	$ 15.10	$	
1941 State & County Taxes (93¼ acres)	20.92		36.02
To Farmers National Bank of Annapolis, mortgagee - this balance on account mortgage claim		2,678.28	
		3,000.00	
Amount of claim filed	29,743.21		
Cr. Amount allowed as above	2,678.28		
Balance due by W. Meade Holladay	27,064.93		

Cr. Dec. 23, 1941	Proceeds Sale 93½ acre tract	1,750.00	
	Proceeds Sale 21.1 acre tract	1,250.00	3,000.00

ORDER NISI.

ORDERED, This 17th day of September, 1942, That the No. 1 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 19th., 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 19th day of October next.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 17" 1942.

CERTIFICATE OF PUBLICATION — Annapolis, Md., November 4, 1942

We hereby certify, that the annexed Order Nisi - Acc. #1 No. 8276 Equity W. Meade Holladay was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19 day of October, 1942. The first insertion being made the 24 day of September, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By Anne Bennett

Filed Dec. 3" 1942.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of December, 1942, 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.

Ridgely P. Melvin, Judge

Filed Dec. 4" --1942.

AUDITOR'S REPORT AND ACCOUNT No. 2

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 he has stated the within account, being Account No. 2

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of W. Meade Holladay in ac. with R. Tilghman Brice, III, Trustee

To Trustee for amount paid John deP. Douw as his one-third interest in proceeds of sales ($11,500.00)	$		$ 3,833.34
To Trustee for interest of Wm. G. Williams in proceeds of sales, reported in #8277 Equity - one-third of $11,500.00 and one-half of $6,900.00			7,283.33
To Trustee for Commissions on proceeds of sales of W. Meade Holladay's interest ($7,283.33)			248.50
To Trustee for Court costs, viz:			
Auditor - stating this account			9.00
To Trustee for one-half Expenses, viz:			
Capital-Gazette Press - advertising sale		75.00	
Capital-Gazette Press - handbills		5.50	
Capital-Gazette Press - Order nisi on report of sale		5.00	
Capital-Gazette Press - Order nisi on auditor's acct.		5.00	
George W. Scible - auctioneer		45.00	
B. A. Velenovsky - notary fees		1.00	
One-half cost Federal revenue stamps ($6,900.)		3.85	
One-half State revenue stamps "		3.45	
One-half Federal revenue stamps ($11,500.)		6.33	
One-half State revenue stamps "		5.75	
		155.88	77.94
To Trustee for one-half Taxes, viz:			
1941 State & County taxes on 26.49 acres		9.68	
1941 " " " " " 57.8 Acres		70.24	
		79.92	39.96
To Trustee for one-third Taxes, viz:			
1941 State & County taxes on 258.3 acres		198.86	
1941 " " " " " 100 acres		108.84	
		307.70	102.57
To Farmers National Bank of Annapolis, mortgagee- this balance on account of claim filed			6,805.36
			18,400.00
Balance due on claim filed from Acct. No. 1			27,064.93
Cr. Amount allowed as above			6,805.36
Balance due by W. Meade Holladay			20,259.57

Cr. Dec. 23, 1941	Proceeds of sale of property owned by W. Meade Holladay and William G. Williams, as follows:		
	Proceeds Sale of "Nichols" farm	$6,500.00	
	Proceeds sale of 26.49 acre tract	400.00	6,900.00
	Proceeds of sale of property owned by W. Meade Holladay, William G.		

Williams and John deP. Douw, as follows:

Proceeds of sale of 260 acre tract	$ 5,500.00	$
Proceeds of sale of 100 acre tract	6,000.00	11,500.00
		18,400.00

ORDER NISI.

ORDERED, This 17th day of September, 1942, That the No. 2 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 19th., 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 19th day of October next.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 17" 1942

CERTIFICATE OF PUBLICATION Annapolis, Md., November 4" 1942

We hereby certify, that the annexed Order Nisi - Acct. #2 No. 8276 Equity W. Meade Holladay was published in Maryland Gazette a newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19 day of October, 1942. The first insertion being made the 24 day of September, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By Anne Bennett

Filed Dec. 3" 1942.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of December, 1942, 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.

Ridgely P. Melvin Judge

Filed Dec. 4" 1942

IN THE MATTER OF THE TRUST ESTATE OF W. MEADE HOLLADAY

No. 8276 Equity
In The Circuit Court For
Anne Arundel County

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Substituted Trustee in the above entitled matter, respectfully shows:

That default having occurred in the said Deed of Trust filed in these proceedings he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, May 25, 1943, at 10:30 A.M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also posted in or about the community in which some of the properties to be sold were located, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis,

Maryland, on Tuesday, May 25, 1943, at 10:30 o'clock A.M., that being the time and place advertised for said sale, and pursuant to an Order of this Court filed in this Cause, dated November 25, 1941, he did then and there offer said properties described in the handbill hereto attached, selling the interest of W. Meade Holladay and William G. Williams and Mary Louise Williams, his wife, as an entirety, the said W. Meade Holladay and William G. Williams each having an undivided one-half interest in said properties, to sale at public auction as follows:

FIRST: All of the balance of a tract of land in the Second Election District of Anne Arundel County, State of Maryland, originally containing 30.7 acres of land, as conveyed by Marvin L. Anderson, et al., Trustee, to W. Meade Holladay and William G. Williams, by Deed dated August 1, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 86, folio 149; said balance now consisting of approximately 14.7 acres of land; said tract of land being located at Crownsville, and being located just off the General's Highway, and sold the same at and for the sum of One Thousand Dollars ($1,000.00) to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

SECOND: All of the balance of a tract of land in the First Election District of Anne Arundel County, State of Maryland, originally containing 27.5 acres of land as conveyed by Robert W. Carr to W. Meade Holladay by Deed dated June 29, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 27, folio 32; the said W. Meade Holladay having conveyed an undivided one-half interest in said tract to William G. Williams by Deed dated February 11, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 82, folio 406, said balance now containing approximately 15.0 acres of land, and sold the same at and for the sum of Fifteen Hundred ($1,500.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

THIRD: All that piece or parcel of land in the Fourth Election District of Anne Arundel County, State of Maryland, containing Nine (9.0) acres of land, more or less, and more particularly described in the Deed from Henrietta M. C. Maynard, Widow, to William G. Williams and W. Meade Holladay dated the 17th day of May, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 25, folio 451, and sold the same at and for the sum of Six Hundred ($600.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

FOURTH: All that tract of land in the Fourth Election District of Anne Arundel County, State of Maryland, containing 40.0 acres, more or less, more particularly described in a Deed from Eden B. Watts to William G. Williams and W. Meade Holladay, dated May 1, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 32, folio 347, and sold the same at and for the sum of Twenty-four Hundred Fifty ($2,450.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

FIFTH: All the balance of that tract of land in the Fourth Election District of Anne Arundel County, State of Maryland, originally containing 78.7 acres of land, more or less, and particularly described in the Deed from Harry D. Eutsler and wife to William G. Williams and W. Meade Holladay, dated March 3, 1936, and recorded among the Land Records of Anne

Arundel County in Liber W.M.B. No. 23, folio 195, said balance now containing approximately 12.6 acres of land, and sold the same at and for the sum of Six Hundred ($600.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

SIXTH: All that balance of the tract of land lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, originally containing 20.0 acres of land, more or less, as conveyed by Marvin W. Anderson and wife, to W. Meade Holladay and William G. Williams by Deed dated October 3, 1924, and recorded among the aforesaid Land Records in Liber W.N.W. No. 91, folio 96; said balance now containing 12.55 acres of land, more or less, and sold the same at and for the sum of Nine Hundred ($900.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

SEVENTH: All of the balance of that tract of land lying in the Seventh Election District of Anne Arundel County, State of Maryland, which was conveyed by John W. Crandall and wife to W. Meade Holladay and William G. Williams by Deed dated April 26, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 105; and Deed from Minnie L. Corner to W. Meade Holladay and William G. Williams, dated April 26, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 432; said tract originally containing 19-1/4 acres of land, more or less, said balance now containing 1.7 acres of land, more or less, and sold the same at and for the sum of Two Hundred and Fifty ($250.00) Dollars to William I. Blake and Eva H. Blake, his wife, they being then and there the highest bidder for the same.

And he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and certificates of the purchasers as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III
Substituted Trustee

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this twenty-sixth day of May in the year nineteen hundred and forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Substituted Trustee in the above entitled case, 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.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky
Notary Public

(See No. 8277 Equity entitled: "In the Matter of the Trust Estate of William G. Williams and Mary Louise Williams, his wife."
for handbill, certificate of Auctioneer, certificates of purchasers, and Certificate of Publication of Advertisement.)

Filed May 27" 1943

AUCTIONEER'S & PURCHASER'S CERTIFICATES BROUGHT FORWARD FROM PAGE 44

Auctioneer's Certificate

I HEREBY CERTIFY, That I have this day sold the properties firstly and secondly described on the reverse side of this handbill at the Court House Door in the City of Annapolis, State of Maryland, on Tuesday, December 23, 1941, at 10:00 o'clock A.M., to The Farmers National Bank of Annapolis at and for the following sums: Firstly described property at and for the sum of One Thousand Seven Hundred Fifty ($1,750.00) Dollars; and Secondly described property at and for the sum of One Thousand Two Hundred Fifty ($1,250.00) Dollars, the said The Farmers National Bank of Annapolis being then and there the highest bidder for the said properties.

Geo. W. Scible - AUCTIONEER

PURCHASER'S AGREEMENT

I HEREBY CERTIFY, That The Farmers National Bank of Annapolis has this day purchased the properties described on the reverse side of this handbill as follows: Firstly described property at and for the sum of One Thousand Seven Hundred Fifty ($1,750.00) Dollars, and Secondly described property at and for the sum of One Thousand Two Hundred Fifty ($1,250.00) Dollars, and the said Bank agrees to comply with the terms of sale.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY: Carey L. Meredith -PRESIDENT.

Filed Dec. 30th., 1941.

ORDER NISI.

Ordered, this 27th day of May, 1943, That the sale of the property mentioned in these proceedings made and reported by R. Tilghman Brice, III, Substituted Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th., day of June 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 June next.

The report states that the amount of sales to be $3,650.00

John H. Hopkins, 3rd., Clerk.

Filed May 27" 1943.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8", 1943

We hereby certify, that the annexed Order Nisi - W. Meade Holladay Equity No. 8276 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of June, 1943. The first insertion being made the 3rd day of June, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By K.E.G.

Filed July 19" 1943.

ORDERED BY THE COURT, This 20th day of July, 1943 that the sale made and reported by the Substituted Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Substituted Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin

Filed July 20" 1943.

AUDITOR'S REPORT AND ACCOUNT NO. 3

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 he has stated the within account, being Account No. 3

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Trust Estate of W. Meade Holladay in-ac. with R. Tilghman Brice, III, Substituted Trustee

To Trustee for interest of Wm. G. Williams in proceeds of sales, as reported in #8277 Equity - one-half of $7,300.00		$ 3,650.00
To Trustee for Commissions on proceeds of sale of W. Meade Holladay's interest ($3,650.00)		139.50
To Trustee for Court costs, viz:		
Clerk of Court - additional costs	$ 4.50	
Auditor - stating this account	9.00	13.50
To Trustee for Expenses, viz:		
Capital-Gazette Press - one-half cost of advertising sale	45.00	
Capital-Gazette Press - one-half cost of printing handbills	3.38	
Capital-Gazette Press - order nisi on sale	5.00	
Capital-Gazette Press - order nisi-this acct.	5.00	
George W. Scible - auctioneer - (one-half fee)	15.00	
Beatrice A. Velenovsky - notary fee	.50	
C. F. Lee & Co. - premium on bond	52.00	
One-half Federal revenue stamps ($4.13-adj.)	2.07	
One-half State revenue stamps ($3.65-adj.)	1.82	129.77
To Trustee for Taxes (one-half) viz:		
1942 State & County taxes (Seventh Dis.)	2.51	
1943 " " " " (1st Dis. $8.90-adj.)	3.48	
1943 " " " " (2nd Dis. $31.67-adj.)	11.69	
1943 " " " " (4th Dis. $99.79-adj.)	39.64	
1943 " " " " (7th Dis. $.47 -adj.)	.19	
	57.51	28.76
To Farmers National Bank of Annapolis, mortgagee- this balance on account of claim filed		3,338.47
		7,300.00

Balance due on claim of Farmers National Bank of Annapolis as shown by Auditor's Account No. 2 filed herein	20,259.57
Cr. Amount allowed as above	3,338.47
Balance due by W. Meade Holladay	16,921.10

Cr. May 25, 1943	Proceeds of sale of property owned by W. Meade Holladay and Wm. G. Williams, as follows:		
	15 acre tract in First District	$1,500.00	
	14.7 acre tract in Second District	1,000.00	
	9 acre tract in Fourth District	600.00	
	40 acre tract in Fourth District	2,450.00	
	12.6 acre tract in Fourth District	600.00	
	12.55 acre tract in Fourth District	900.00	
	1.7 acre tract in Seventh District	250.00	$7,300.00

ORDER NISI.

ORDERED, This 15th., day of November, 1943, That the Third 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 17th., 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 17th., day of December next.

John H. Hopkins, 3rd., Clerk.

Filed Nov. 15" 1943.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Jany. 5, 1944

We hereby certify, that the annexed Order Nisi - Equity 8276 W. Meade Holladay was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of Dec., 1943. The first insertion being made the 18th day of Nov. 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By I. Scott

Filed June 6" 1944

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of June, 1944, 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.

Ridgely P. Melvin

C.J.

Filed June 7" 1944.

IN THE MATTER OF THE TRUST ESTATE	:	No. 8277 Equity
OF	:	In The Circuit Court
WILLIAM G. WILLIAMS MARY LOUISE WILLIAMS,	:	For
his wife.	:	Anne Arundel County

PETITION to Court to assume jurisdiction of Trust Estate, relieve and discharge co-substituted Trustee, and confirm appointment of R. T. Brice, III, / ORDER OF COURT thereon, and CONSENT of M. Clare M. Green.

Mr. Clerk:

Please docket this suit, file Petition, Order and Consent, and Certified copy of Deed of Trust.

R. Tilghman Brice, III

Filed Nov. 12" 1941.

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice, III, Attorney for the Farmers National Bank of Annapolis, respectfully shows:

FIRST: That in a cause entitled: "In the Matter of the Trust Estate of William G. Williams and Mary Louise Williams, his wife," being No. 7308 Equity, in the Circuit Court for Anne Arundel County, this Court assumed jurisdiction of this Trust Estate.

SECOND: That by an Order of this Court dated the 12th day of January, 1937, R. Tilghman Brice, III, and M. Clare M. Green were appointed Substituted Trustees in the place and stead of James M. Munroe, Trustee, at that time deceased.

THIRD: That subsequently, on or about the second day of March, 1937, these proceedings were dismissed without prejudice.

FOURTH: That it has become necessary in order to satisfy the indebtedness mentioned in said Deed of Trust from William G. Williams and Mary Louise Williams, his wife, to The Farmers National Bank of Annapolis, dated the 5th day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 374, to sell some portions of the properties mentioned in the said Deed of Trust, a certified copy of said Deed of Trust being filed herewith, marked "Exhibit No. 1", and prayed to be taken as a part hereof.

FIFTH: That at the time of the appointment of the said Substituted Trustees, the said R. Tilghman Brice, III, and M. Clare M. Green were attorneys for The Farmers National Bank of Annapolis, the said M. Clare M. Green having since resigned as counsel to The Farmers National Bank of Annapolis.

SIXTH: That the said M. Clare M. Green has requested that she be relieved of any and all duties as co-Substituted Trustee in this Cause and does by these presents respectfully request the Court to discharge her as such.

THEREFORE, your Petitioner prays this Honorable Court to again assume jurisdiction of this Trust Estate; that M. Clare M. Green be relieved of her duties as Co-Substituted Trustee and discharged as such; and that the appointment of R. Tilghman Brice, III, as Substituted Trustee under the aforementioned Order of January 12, 1937, be confirmed.

AND as in duty bound, etc.,

R. Tilghman Brice, III, Attorney for
The Farmers National Bank of Annapolis,
PETITIONER.

Filed Nov. 12" 1941

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 13th day of November, 1941, upon the foregoing Petition, that jurisdiction is hereby assumed by the Circuit Court for Anne Arundel County, in Equity, of the Trust Estate of William G. Williams and Mary Louise Williams, his wife, as set out in the foregoing Petition; that M. Clare M. Green, be and she is hereby relieved of her responsibility as Co-Substituted Trustee in the above entitled cause and she is hereby discharged as such Co-Substituted Trustee; and that the appointment of R. Tilghman Brice, III, as Substituted Trustee under the Deed of Trust mentioned in these Proceedings under the Order of This Court dated January 12, 1937, in the Proceedings entitled: "In the Matter of the Trust Estate of William G. Williams and Mary Louise Williams, his wife," being No. 7308 Equity, be and the same is hereby ratified and confirmed.

Ridgely P. Melvin Judge

I hereby consent to the passage of the above Order.

M. Clare M. Green Duckett

Filed Nov. 13" 1941.

PL. EX. #1

THIS DEED OF TRUST, made this 5th day of April in the year nineteen hundred and thirty-two by William G. Williams and Mary Louise Williams, his wife, of Washington, District of Columbia, parties of the first part, and James M. Munroe, Trustee, as hereinafter named of Annapolis, Maryland, party of the second part, Witnesseth:

Whereas the parties of the first part are justly and bona fide indebted unto the Farmers National Bank of Annapolis in the full and just sum of thirty-five thousand dollars ($35,000.00) for debt already due and owing previously to the execution of these presents to secure the payment of the same, and

Whereas the parties of the first part have passed to said Farmers National Bank their joint and several Promissory note dated April 1st, 1932, payable on demand, for said sum of thirty-five thousand dollars, and

Whereas it is the desire of the parties of the first part by these presents to secure the payment of said note and all the interest due thereon.

Now This Deed Witnesseth that in consideration of the premises and for the purpose of securing the indebtedness of the said parties of the first part to the Farmers National Bank of Annapolis as evidenced by the promissory note, the said parties of the first part do by these presents bargain and sell, give, grant and convey unto the said James M. Munroe Trustee, as hereinbefore named the following property situate in Anne Arundel County, Maryland, to wit:

1st. All that tract of land in 2nd Election District of said County, consisting of 4 acres on the south side of Round Bay, being more fully described in deed thereof dated June 17th 1924 from John B. Martin and wife, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 92 folio 398, subject, however to mortgage to John B. Martin and wife, dated June 1924 recorded as aforesaid in Liber W.N.W. 92 folio 400.

2nd. All that tract of land situate in said 2nd Election District containing 156.43 acres conveyed to the parties of the first part by M. Melvin Stewart and wife, by deed of March 10th, 1931, recorded among the said Land Records in Liber F.S.R. 79 folio 339,

subject, however to mortgage to Annapolis Savings Institution dated March 1931, recorded as aforesaid in Liber F.S.R. 66 folio 93.

3rd. All that tract of land in said 2nd Election District, consisting of 131¼ acres as described in deed thereof from John Aftung of Harry -- and wife dated March 6th, 1923, recorded as aforesaid in Liber W.N.W. 60 folio 101, subject, to mortgage to W. Meade Holladay, dated March 1923, recorded in Liber W.N.W. 60 folio 101.

4th. All that tract of land in said 2nd Election District, consisting of 62.07 acres as described in deed thereof from John R. Tipton and wife dated November 21st,1924, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 91 folio 307, subject however, to mortgage to Augusta S. Burwell, dated December 3rd, 1923, recorded among said Land Records in Liber W.N.W. 67 folio 276.

5th. All that undivided 1/2 interest in all that tract of land known as the "Nichols Farm" in 2nd Elec. Dist. of said County, described in deed from William G. Williams, and wife, dated November 8, 1928, recorded among said Land Records in Liber F.S.R. 40 folio 226.

6th. All that undivided 1/3 interest in tract of land now consisting of 260 acres more or less, known as "Edgewood" in 4th Elec. Dist. of said County near Gambrills, described in deed from Eugene P. Childs, Trustee, dated May 19, 1925, recorded as aforesaid in Liber W.N.W. 110, folio 24.

7th. All that undivided 1/2 interest in tract of land of 30.7 acres in 2nd Elec. Dist. of said County described in deed from Marvin I. Anderson, et al. Trustees, dated August 1, 1931, recorded in Liber F. S. R. 86 folio 149.

8th. All that undivided 1/2 interest in a tract of land of 9 acres in 4th Elec. Dist. of said County, described in deed from Henrietta M. C. Maynard dated May 17, 1928, recorded as aforesaid in Liber F.S.R. 25 folio 451.

9th. All that 1/2 undivided interest in 40 acres of land, more or less, at Odenton, 4th. Elec. Dist. of said County described in deed from Eden B. Watts, dated May 1st,1928, recorded as aforesaid in Liber F.S.R. 32 folio 347.

10th. All that undivided 1/2 interest in 168 acres of land in 4th Elec. Dist. of said County described in deed Michael F. Carter, Sheriff, dated March 27, 1928, recorded as aforesaid in Liber F.S.R. 34 folio 302.

11th. All the undivided 1/2 interest in a balance of 50 acres of land, more or less in 4th. Elec. Dist. of said County being the balance of a tract of land described in deed from Harry D. Eutsler and wife dated March 3rd, 1926, recorded among said Land Records in Liber W.M.B. 23 folio 195.

12th. All that undivided 1/2 interest in two tracts of land aggregating 20 acres more or less in 4th Elec. Dist. of said County described in deed from Marvin W. Anderson and wife, dated October 3, 1924 recorded among the Land Records aforementioned in Liber W.N.W. 91 folio 86.

13. All that undivided 1/2 interest in a tract of land in 4th Elec. Dist. of said County, described in deed from Marvin W. Anderson and wife dated October 27, 1925, recorded as aforesaid in Liber W.M.B. 12, folio 356.

14th. All that undivided 1/2 interest in a tract of land now consisting of 26.49

acres more or less, being the balance of the land conveyed to Williams and Holladay by Clarence M. Bassford, and wife, by deed of November 22, 1927, recorded as aforesaid In Liber F.S.R. 24 folio 138.

15th. All that undivided 1/2 interest in 27½ acres of land in 1st Elec. Dist. of said County fully described in deed of June 9, 1926, recorded in Liber W.M.B. 27 folio 32, of said Land Records subject, nevertheless to mortgage to Robert W. Carr, dated June 1926, recorded in Liber W.M.B. 27/34.

16th. All that undivided 1/2 interest in a tract of land now consisting of 14 acres, more or less, in 7th Elec. Dist. of said County, described in deed from John W. Crandall and wife, dated April 26, 1927 recorded among said Land Records in Liber F.S.R. 13, folio 105.

17th. All that right, title, interest and estate of the parties of the first part, being an undivided 1/3 interest in land in 2nd Elec. Dist. of said County, described in Mtge. of Dec. 29, 1925, recorded in Liber W.M.B. 18 folio 354, from Henry W. Bohme, and wife, to Holladay, et al, consisting of 100 acres of land with a frontage of 3000 feet on Broad Creek, said property recently purchased at mortgagee's sale by Wm. G. Williams,et al.

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 hereinbefore described premises and lands unto the said James M. Munroe his successors and assigns; In Trust nevertheless, to permit and allow the said parties of the first part to hold, occupy, and enjoy said lands and premises hereby conveyed, until the same shall be sold and disposed of under the provisions of this Deed of Trust, or re-convey as hereinafter stated and without any responsibility on the part of the said Trustee or of the said Bank, 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 same shall be sold and proceeds received by the said Trustee or by the said Bank and without any responsibility on the part of the said Trustee for the nonpayment of taxes or insurance the responsibility of the said Bank and of the said Trustee being limited only to the actual receipts of money by the same, and upon the full payment of all the notes and debts and any renewals of or substituted for the same or any part thereof, and the discount and interest thereon and all proper costs, charges commissions and expenses at any time before the sale herein provided for, then to release and re-convey the said described premises unto the said parties of the first part their heirs, executors, administrators and assigns.

But if default be made on the part of the said parties of the first part, their heirs, executors, administrators and assigns, to pay debts or loans made by the said Bank on the demand of the said Bank at any time after maturity thereof and in accordance with the terms of such loans and notes given for the same or for any renewal of or substitute for the same in whole or in part which the said Bank may agree to make or upon the demand of the said Trustee, under the direction of the said Bank then it shall be lawful for the said James M. Munroe, Trustee to sell the property hereinbefore conveyed or so much thereof as may be necessary, for the payment of the said indebtedness or so much thereof as may remain un-paid and to apply the proceeds of sale as follows:

First, To the payment of all costs, charges and expenses incident to such sale, including a commission of six percent to the person making the sale on the amount realized therefrom, together with all taxes, insurance premiums or other proper charges which may be on said property, and including the premium on any bond given in a duly authorized surety company by the person exercising the power of sale herein contained.

Secondly. To the payment and discharge in full of the whole amount of said debts and loans then remaining due and owing to the said Bank secured by this deed of trust including any costs charges, and expenses, of any kind whatever to which the Bank of said Trustee may have been subjected or liable for by reason of the said loans or in the collection of the debts secured by this deed of trust.

And as to the residue, if any, arising from such sale or sales to pay the same to the said parties of the first part or their assigns, or to such person as the Clurt may direct.

And the said parties of the first part do hereby further convenant to pay all the taxes and assessments, public dues and charges of every kind levied or assessed to be levied or assessed on the property hereby conveyed and also to keep insured the improvements on the property hereby conveyed for at least the sum of fifteen thousand dollars and to cause the said insurance policy to be so framed that the loss thereunder shall insure to the benefit of the said Bank and deliver said policy of insurance to said Bank. And a default on the part of the said parties of the first part to keep the taxes on the property paid up, and to keep the improvements on the said property insured, shall be considered a default under this Deed of Trust, and in case of such default the Trustee, may if so required by said Bank, proceed to execute the power of sale hereby granted.

Witness the hands and seals of said grantors.

Test: William G. Williams (SEAL)

M. Elizabeth Brown Mary Louise Williams (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 5th day of April in the year nineteen hundred and thirty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William G. Williams and Mary Louise Williams, his wife, the within named grantors and acknowledged the aforegoing deed of trust to be their act and deed.

As Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary Elizabeth Brown

Notary Public

Recorded April 13, 1932 at 10- A.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed of Trust was truly taken and copied from Liber F.S.R. No. 96 folio 374, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Citcuit Court for Anne Arundel County, this 7th day of November A.D. 1941.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Nov. 12" 1941.

IN THE MATTER OF THE TRUST ESTATE OF WILLIAM G. WILLIAMS MARY LOUISE WILLIAMS, his wife.

No. 8277 Equity
In The Circuit Court
For
Anne Arundel County.

PETITION for order to advertise and sell properties, and ORDER OF COURT Thereon.

To the Honorable, the Judges of said Court:

The Petition of R. Tilghman Brice, III, Substituted Trustee in the above entitled case, respectfully shows:

FIRST: That William G. Williams and W. Meade Holladay owned considerable property in Anne Arundel County, State of Maryland, as tenants in common.

SECOND: That each of them, together with Mary Louise Williams, the wife of William G. Williams, gave separate Deeds of Trust to James M. Munroe, Trustee, covering their respective interests in said property and securing their indebtedness to The Farmers National Bank of Annapolis, all of which is more particularly set forth in the Deed of Trust from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, Trustee, filed in this cause.

THIRD: That your Petitioner is about to foreclose the Deeds of Trust and offer for sale the interests of William G. Williams and W. Meade Holladay.

FOURTH: That your Petitioner deems it advisable to sell the interest of the said William G. Williams and W. Meade Holladay as an entirety and not individually.

Therefore, your Petitioner prays the Court to pass an Order authorizing and directing him to advertise and sell the interest of William G. Williams and Mary Louise Williams, his wife, in and to the properties mentioned in the Deed of Trust filed in this cause, together with the interest of W. Meade Holladay in and to said properties, thereby selling the complete fee simple title in said properties.

AND as in duty bound, etc.,

R. Tilghman Brice, III, Substituted Trustee
PETITIONER

Filed Nov. 24" 1941.

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 25th day of November, 1941, upon the foregoing Petition, that R.Tilghman Brice, III, Substituted Trustee, be and he is hereby authorized and directed to advertise and sell the properties mentioned in the Deed of Trust filed in these proceedings, together with the interest of W. Meade Holladay in said properties, thereby advertising and selling the complete title to said properties.

Ridgely P. Melvin Judge

Filed Nov. 25" 1941

PETITION to authorize Substituted Trustee to advertise and sell Petitioners' undivided one-third interest in properties, and ORDER OF COURT thereon.

To the Honorable, the Judges of said Court:

The Petition of John deP. Douw and Anne M. Douw, his wife, respectfully shows:

FIRST: That it has been brought to the attention of your Petitioners that R.Tilghman Brice, III, Substituted Trustee in the above entitled cause, is about to advertise and

sell the properties mentioned in the Deed of Trust filed in these proceedings, and especially the properties Sixthly and Seventeenthly mentioned in the said Deed of Trust filed in these proceedings from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, Trustee.

SECOND: That your Petitioners have an one-third undivided interest in said properties.

THIRD: That your Petitioners believe that it would be to the advantage of all parties concerned that the said Substituted Trustee sell to the purchaser or purchasers at said sale the interest of your Petitioners in said properties.

Therefore, your Petitioners pray this Honorable Court to pass an Order authorizing and directing the said Substituted Trustee to advertise and sell the interest of your Petitioners together with the interest of the other owners in the properties mentioned in these proceedings.

AND as in duty bound, etc.,

John deP. Douw

Anne M. Douw

Filed Nov. 26" 1941.

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 26th day of November, 1941, upon the foregoing Petition, that R. Tilghman Brice, III, Substituted Trustee, be and he is hereby authorized and directed to advertise and sell the undivided one-third interest of John deP. Douw and Anne M. Douw, his wife, in and to the properties mentioned sixthly and seventeenthly in the Deed of Trust from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, Trustee, filed in these proceedings, thereby conveying to the purchaser thereof all outstanding interests in said properties.

Ridgely P. Melvin Judge

Filed Nov. 26" 1941.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, R. Tilghman Brice, III, of Annapolis, Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten thousand and 00/100 Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof 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 First day of December, in the year of our Lord nineteen hundred and forty one

WHEREAS, BY DEED OF TRUST, dated the 5th day of April nineteen hundred and thirty-two, and left to be recorded among the Land Records of Anne Arundel County on the 13th day of April, 1932 Liber FSR 96, Folio 374 William G. Williams and Mary Louise Williams did grant, bargain and sell, assign and transfer unto James M. Munroe Trustee, as therein named R. Tilghman Brice III having been substituted trustee by order of Court (personal representatives) heirs, executors, administrators and assigns, all the property

therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden R. Tilghman Brice, III do and shall well and faithfully perform the trust reposed in him in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in him by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered R. Tilghman Brice, III (SEAL)

in the presence of (CORPORATE SEAL) MARYLAND CASUALTY COMPANY,

Myrtle C. O'Connor Charles F. Lee of

Attest: Dorothy Roberts, Secretary. Per Charles F. Lee & Co., Agts.

Filed Dec. 2" 1941.

STATEMENT OF THE FARMERS NATIONAL BANK OF ANNAPOLIS.

Balance due, Deed of Trust, from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, Trustee, dated April 3, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 374	$23,003.31
Interest thereon to December 23, 1941	6,444.27
	$29,447.58

NOTE: This above figures do not include State and County taxes and fire insurance premiums advanced and paid by The Farmers National Bank of Annapolis on the properties of William G. Williams and wife.

Carey L. Meredith -President of The
Farmers National Bank of Annapolis

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 20th day of December in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CAREY L. MEREDITH, President of The Farmers National Bank of Annapolis, and made oath in due form of law that there is due and owing by the said William G. Williams and Mary Louise Williams, his wife, on the above entitled Deed of Trust, dated April 3, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 374, the sum of Twenty-three Thousand Three Dollars and Thirty-one cents ($23,003.31) being for principal, plus Six Thousand Four Hundred Forty-four Dollars and Twenty-seven Cents ($6,444.27) being for interest to December 23, 1941, plus taxes and fire insurance premiums.

As witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velencvsky- Notary Public

Filed Dec. 20" 1941.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Substituted Trustee in the above entitled matter, respectfully shows:

That default having occurred in the said Deed of Trust filed in these proceedings, he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, December 23, 1941, at 10:30 o'clock, A.M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also posted either on the premises to be sold or in the community in which the property to be sold was located, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 23, 1941, at 10:30 o'clock, A.M., that being the time and place advertised for said sale, and pursuant to an Order of this Court filed in this Cause, dated November 25, 1941, he did then and there offer said property firstly and secondly described in the handbill hereto attached, as an entirety, selling the interest of W. Meade Holladay and William G. Williams and Mary Louise Williams, his wife, the said W. Meade Holladay and William G. Williams each having an undivided one-half interest in said property, to sale at public auction as follows:

FIRST: All that tract of land known as the "Nichols Farm" in the Second Election District of Anne Arundel County, State of Maryland, being particularly described in a Deed from Anna J. Nichols, et al., to William G. Williams, dated September 29, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 14, folio 287, and sold the same at and for the sum of Six Thousand Five Hundred ($6,500.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale;

SECOND: All that lot of ground now consisting of 26.49 acres of land, more or less, situate in the Second Election District of Anne Arundel County, Maryland, near Bartgis Corner, being the sale of the land conveyed to W. Meade Holladay and William G. Williams by Clarence M. Bassford and wife by Deed dated November 22, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 138, and sold the same at and for the sum of Four Hundred ($400.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale;

And pursuant to an Order of this Court in the above entitled Cause, dated November 26, 1941, he did then and there offer said property thirdly and fourthly described in the handbill hereto attached, as an entirety, selling the interest of the said W. Meade Holladay and William G. Williams and Mary Louise Williams, his wife, and John deP. Douw and Anne M. Douw, his wife, the said W. Meade Holladay and William G. Williams and John deP. Douw each having an undivided one-third interest in said property, to sale at public auction as follows:

THIRD: All that lot or tract of land now consisting of 260.0 acres of land, more or less, known as "Edgewood" in the Fourth Election District of Anne Arundel County, near Gambrills, described in a Deed from Eugene P. Childs, Trustee, to William G. Williams, et al., dated May 19, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 110, folio 24, together with improvements thereon, and sold the same

at and for the sum of Five Thousand Five Hundred ($5,500.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale;

FOURTH: All that tract of land in the Second Election District of Anne Arundel County, State of Maryland, consisting of 100 acres of land, more or less, having a frontage of 3,000. feet on Broad Creek, a tributary of South River, and being the same property described in a Deed from George E. Rullman, Assignee, to W. Meade Holladay, et al., dated December 9, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 146, folio 287, and sold the same at and for the sum of Six Thousand ($6,000.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same, and he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and of the purchaser as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III, Substituted Trustee

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this twenty-third day of December in the year nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Substituted Trustee in the above entitled case, 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.

AS witness my hand and Notarial Seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky Notary Public

ADVERTISEMENT OF SALE George W. Scible, Auctioneer.

Trustee's Sale of valuable Real Estate in Anne Arundel County, Maryland.

By virtue of the power of sale contained in a deed of trust from W. Meade Holladay, widower, to James M. Munroe, trustee, dated the 5th day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 319, and by virtue of the power of sale contained in a deed of trust from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, trustee, dated the 3rd day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96, folio 374, and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed on the 13th day of November, 1941, in a cause entitled: "In the Matter of the Trust Estate of W. Meade Holladay," being No. 8276 Equity, and by virtue of the decree of the Circuit Court for Anne Arundel County, in equity, passed on the 13th day of November, 1941, in a cause entitled: "In the Matter of the Trust Estate of William G. Williams and Mary Louise Williams, his wife", being No. 8277 Equity, and by virtue of an order of the Circuit Court for Anne Arundel County, dated the 25th day of November, 1941, said order passed and filed in each of the above-mentioned causes, default having occurred in said deeds of trust, the undersigned substituted trustee was authorized and directed to advertise and sell the properties mentioned in the above-mentioned deeds of trust as an entirety, selling both the interest of the said W. Meade Holladay and the interest of the said William G. Williams and Mary Louise Williams, his wife, the undersigned, sub-

stitute trustee, will offer at public sale at the Court House door, in the City of Annapolis, State of Maryland, on Tuesday, Dec. 23, 1941 at 10:30 o'clock A.M. the following property which will be offered for sale as separate parcels as follows:

First: All that tract of land known as the "Nichols Farm", in the Second Election District of Anne Arundel County, State of Maryland, and particularly described in a deed to William G. Williams by Anna J. Nichols, et al, dated the 29th day of September, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 14, folio 287, an one-half interest having been conveyed to the said W. Meade Holladay by William G. Williams and wife by deed dated the 8th day of November, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 40, folio 226.

Second: All that lot of ground now consisting of 26.49 acres of land, more or less, situate in the Second Election District of Anne Arundel County, State of Maryland, near Bartgis Corner, and being the balance of the land conveyed to W. Meade Holladay and William G. Williams by Clarence M. Bassford and wife by deed dated the 22nd day of November, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 24, folio 138.

And by virtue of a petition of John deP. Douw and wife and an order of the Circuit Court for Anne Arundel County, in equity, passed on the 26th day of November, 1941, the said substituted trustee was authorized and directed to sell the undivided one-third interest of the said John deP. Douw and wife in the following pieces or parcels of land, together with the interests of the said W. Meade Holladay and of the said William G. Williams and Mary Louise Williams, his wife, said authority having been filed in the above-mentioned equity causes, the undersigned substituted trustee will offer at public sale at the time and place hereinabove set forth in this advertisement, the following property which will be offered for sale as separate parcels as follows:

Third: All that lot or tract of land now consisting of 260.0 acres of land, more or less, known as "Edgewood" in the Fourth Election District of Anne Arundel County, near Gambrills, described in a deed from Eugene P. Childs, trustee, to William G. Williams, et al, dated May 19, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 110, folio 24, said land being improved by a large dwelling and outbuildings.

Fourth: All that tract of land in the Second Election District of Anne Arundel County, State of Maryland, consisting of 100 acres of land, more or less, having a frontage of 3,000 feet on Broad Creek, a tributary of South River, and being the same property described in a deed from George E. Rullman, assignee, to W. Meade Holladay, et al, by deed dated December 9, 1935, and recorded among the Land Records of Anne Arundel County in Liber E. A. M. 146, folio 287.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price of each lot will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6) per cent per annum, to be paid in cash on the ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice, III,
Substituted Trustee.

I HEREBY CERTIFY, That I have this day sold the properties firstly, secondly, thirdly and fourthly described on the reverse side of this handbill at the Court House door in the City of Annapolis, State of Maryland, on Tuesday, December 23, 1941, at 10:30 A.M. as follows: Firstly described property to The Farmers National Bank of Annapolis at and for the sum of Six Thousand Five Hundred ($6,500.00) Dollars; Secondly described property to The Farmers National Bank of Annapolis at and for the sum of Four Hundred ($400.00) Dollars; Thirdly described property to The Farmers National Bank of Annapolis at and for the sum of Five Thousand Five Hundred ($5,500.00) Dollars; and Fourthly described property to The Farmers National Bank of Annapolis at and for the sum of Six Thousand ($6,000.00) Dollars, the said The Farmers National Bank of Annapolis being then and there the highest bidder for the said properties.

Geo. W. Scible AUCTIONEER

I HEREBY CERTIFY, That The Farmers National Bank of Annapolis has this day purchased the properties described on the reverse side of this handbill as follows: Firstly described property at and for the sum of Six Thousand Five Hundred ($6,500.00) Dollars; Secondly described property at and for the sum of Four Hundred ($400.00) Dollars; Thirdly described property at and for the sum of Five Thousand Five Hundred ($5,500.00) Dollars; and Fourthly described property at and for the price of Six Thousand ($6,000.00) Dollars, and the said Bank agrees to comply with the terms of sale.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

By: Carey L. Meredith - President

Filed Dec. 30th. 1941.

CERTIFICATE OF PUBLICATION Annapolis, Md., December 29, 1941

We hereby certify, that the annexed Trustee's Sale - Williams - Holladay was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of December, 1941. The first insertion being made the 27th day of November, 1941.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed Dec. 30" 1941.

ORDER NISI.

ORDERED, this 30th., day of December, 1941, That the sale of the property mentioned in these proceedings made and reported by R. Tilghman Brice, III, Substituted Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st., day of January 1942, 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 31st., day of January 1942, next.

The report states that the amount of sales to be $7,283.33.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 30" 1941.

CERTIFICATE OF PUBLICATION Annapolis, Md., February 3, 1942

We hereby certify, that the annexed Order Nisi - Sale William G. Williams Mary Louise Williams was published in Maryland Gazette a newspaper published in the City of Annapolis,

Maryland, once a week for three successive weeks before the thirty-first day of January, 1942. The first insertion being made the first day of January, 1942.

THE CAPITAL-GAZETTE PRESS, INC.
By Betty Pons

Filed February 4th. 1942.

ORDERED BY THE COURT, This 4th day of February, 1942 that the sale made and reported by the Substituted Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Substituted Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin Judge

Filed Feb. 4, 1942

IN THE MATTER OF THE TRUST ESTATE OF WILLIAMS G. WILLIAMS AND WIFE.

No. 8277 Equity
In the Circuit Court For
Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Trust Estate of William G. Williams and Wife in ac. with R. Tilghman Brice, III, Trustee

To Trustee for amount paid John deP. Douw as his one-third interest in proceeds of sales ($11,500.00)	$	$ 3,833.34
To Trustee for interest of W. Meade Holladay in proceeds of sales, reported in #8276 Equity - one-third of $11,500.00 and one-half of $6,900.00		7,283.33
To Trustee for Commissions on proceeds of sales of Wm. G. Williams' interest ($7,283.33)		248.50
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	19.80	
Auditor	9.00	38.80
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order Nisi A.A.	5.00	
C. F. Lee & Co. - bond premium	40.00	
Clerk of Court - certified copy	2.50	
Beatrice A. Velenovsky - notary fees	1.00	

One-half expenses of advertising sale, auctioneer, revenue stamps, etc. as shown in Auditor's Account in #8276 Equity	$ 77.94	$ 126.44
To Trustee for one-half taxes, viz:		
1941 State & County taxes on 26.49 acres	9.68	
1941 " " " " " 57.8 "	70.24	39.96
	79.92	
To Trustee for one-third taxes, viz:		
1941 State & County taxes on 258.3 acres	198.86	
1941 " " " " " 100 "	108.84	
	307.70	102.57
To Farmers National Bank of Annapolis, mortgagee-this balance on account of claim filed		6,727.06
		18,400.00

Amount of claim filed	29,447.58
Cr. Amount allowed as above	6,727.06
Balance due by Wm. G. Williams and Wife	22,720.02

Cr. Dec. 23, 1941	Proceeds of Sale of property owned by W. Meade Holladay and William G. Williams, as follows:		
	Proceeds Sale of "Nichols" farm	6,500.00	
	Proceeds Sale of 26.49 acre tract	400.00	6,900.00
	Proceeds of sale of property owned by W. Meade Holladay, William G. Williams and John deP. Douw, as follows:		
	Proceeds Sale of 260 acre tract	5,500.00	
	Proceeds Sale of 100 acre tract	6,000.00	11,500.00
			18,400.00

ORDER NISI

ORDERED, This 17th day of September, 1942, 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 19th., 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 19th., day of October next.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 17" 1942

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1942

We hereby certify, that the annexed Order Nisi - No. 8277 Equity - William G. Williams & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County /Maryland, once a week for 3 successive weeks before the 19 day of October, 1942. The first insertion being made the 24 day of September, 1942

THE CAPITAL-GAZETTE PRESS, INC
By Anne Bennett

Filed Dec. 3" 1942

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of December, 1942, 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.

Ridgely P. Melvin Judge

Filed Dec. 4" 1942.

IN THE MATTER OF THE TRUST ESTATE OF WILLIAM G. WILLIAMS MARY LOUISE WILLIAMS, his wife.

No. 8277 Equity
In The Circuit Court
For
Anne Arundel County.

REPORT OF SALE.

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Substituted Trustee in the above entitled matter, respectfully shows:

That default having occurred in the said Deed of Trust filed in these proceedings, he did, after having given bond with surety duly approved, advertise the said property for sale on Tuesday, May 25, 1943, at 10:30 A.M., by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House Door in the City of Annapolis, Maryland, and also posted in or about the community in which some of the properties to be sold were located, and in pursuance of said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, May 25, 1943, at 10:30 o'clock, A.M., that being the time and place advertised for said sale, and pursuant to an Order of this Court filed in this Cause, dated November 25, 1941, he did then and there offer said properties described in the handbill hereto attached, selling the interest of W. Meade Holladay and William G. Williams and Mary Louise Williams, his wife, as an entirety, the said W. Meade Holladay and William G. Williams each having an undivided one-half interest in said properties, to sale at public auction as follows:

FIRST: All of the balance of a tract of land in the Second Election District of Anne Arundel County, State of Maryland, originally containing 30.7 acres of land, as conveyed by Marvin L. Anderson, et al., Trustee, to W. Meade Holladay and William G. Williams, by deed dated August 1, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 86, folio 149; said balance now consisting of approximately 14.7 acres of land; said tract of land being located at Crownsville, and being located just off the General's Highway, and sold the same at and for the sum of One Thousand Dollars ($1,000.00) to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

SECOND: All of the balance of a tract of land in the First Election District of Anne Arundel County, State of Maryland, originally containing 27.5 acres of land as conveyed by Robert W. Carr to W. Meade Holladay by Deed dated June 29, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 27, folio 32; the said W. Meade Holladay having conveyed an undivided one-half interest in said tract to William

G. Williams by Deed dated February 11, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 82, folio 406, said balance now containing approximately 15.0 acres of land, and sold the same at and for the sum of Fifteen Hundred ($1,500.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

THIRD: All that piece or parcel of land in the Fourth Election District of Anne Arundel County, State of Maryland, containing Nine (9.0) acres of land, more or less, and more particularly described in the Deed from Henrietta M. C. Maynard, Widow, to William G. Williams and W. Meade Holladay dated the 17th day of May, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 25, folio 451, and sold the same at and for the sum of Six Hundred ($600.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

FOURTH: All that tract of land in the Fourth Election District of Anne Arundel County, State of Maryland, containing 40.0 acres, more or less, more particularly described in a Deed from Eden B. Watts to William G. Williams and W. Meade Holladay, dated May 1, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 32, folio 347, and sold the same at and for the sum of Twenty-four Hundred Fifty ($2,450.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

FIFTH: All the balance of that tract of land in the Fourth Election District of Anne Arundel County, State of Maryland, originally containing 78.7 acres of land, more or less, and particularly described in the Deed from Harry D. Eutsler and wife to William G. Williams and W. Meade Holladay, dated March 3, 1936, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 23, folio 195, said balance now containing approximately 12.6 acres of land, and sold the same at and for the sum of Six Hundred ($600.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

SIXTH: All that balance of the tract of land lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, originally containing 20.0 acres of land, more or less, as conveyed by Marvin W. Anderson and wife, to W. Meade Holladay and William G. Williams by Deed dated October 3, 1924, and recorded among the aforesaid Land Records in Liber W.N.W. No. 91, folio 96; said balance now containing 12.55 acres of land, more or less, and sold the same at and for the sum of Nine Hundred ($900.00) Dollars to The Farmers National Bank of Annapolis, it being then and there the highest bidder for the same.

SEVENTH: All of the balance of that tract of land lying in the Seventh Election District of Anne Arundel County, State of Maryland, which was conveyed by John W. Crandall and wife to W. Meade Holladay and William G. Williams by Deed dated April 26, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 105; and Deed from Minnie L. Corner to W. Meade Holladay and William G. Williams, dated April 26, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 13, folio 432; said tract originally containing 19-1/4 acres of land, more or less, said balance now containing 1.7 acres of land, more or less, and sold the same at and for the sum of Two Hundred and Fifty ($250.00) Dollars to William I. Blake and Eva H. Blake, his

wife, they being then and there the highest bidder for the same.

And he files herewith one of the handbills of the said sale upon which is endorsed a certificate of the Auctioneer and certificates of the purchasers as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III,
SUBSTITUTED TRUSTEE

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this twenty-sixth day of May in the year nineteen hundred and forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Substituted Trustee in the above entitled case, 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.

AS witness my hand and Notarial seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky
Notary Public

ADVERTISEMENT OF SALE George W. Scible Auctioneer

TRUSTEE'S SALE OF VALUABLE REAL ESTATE IN ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of the power of sale contained in a deed of trust from W. Meade Holladay, widower, to James M. Munroe, Trustee, dated the 5th day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 319, and by virtue of the power of sale contained in a deed of trust from William G. Williams and Mary Louise Williams, his wife, to James M. Munroe, Trustee, dated the 3rd day of April, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 374, and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, passed on the 13th day of November, 1941, in a cause entitled: "In the Matter of the Trust Estate of W. Meade Holladay," being No. 8276 Equity, and by virtue of the Circuit Court for Anne Arundel County in Equity passed on the 13th day of November, 1941, in a cause entitled: "In the Matter of the Trust Estate of William G. Williams and Mary Louise Williams, his wife," being No. 8277 Equity, and by virtue of an Order of the Circuit Court for Anne Arundel County, dated the 25th day of November, 1941, said Order passed and filed in each of the above-mentioned causes, default having occurred in said deeds of trust, the undersigned substituted trustee was authorized and directed to advertise and sell the properties mentioned in the above-mentioned deeds of trust as an entirety, selling both the interest of the said W. Meade Holladay and the interest of the said William G. Williams and Mary Louise Williams, his wife, the undersigned substituted trustee, will offer at public sale at the Court House door, in the City of Annapolis, State of Maryland, on Tuesday, May 25th, 1943 at 10:30 o'clock A.M. the following property, which will be offered for sale as separate parcels as follows:

FIRST: All of the balance of a tract of land in the Second Election District of Anne Arundel County, State of Maryland, originally containing 30.7 acres of land, as conveyed by Marvin L. Anderson, et al, trustees, to W. Meade Holladay and William G. Williams by deed dated August 1, 1941, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 86, folio 149; said balance now consisting of approximately 14.7

acres of land; said tract of land being located at Crownsville, and being located just off the General's Highway. Said tract being improved by a 4-room frame dwelling.

SECOND: All of the balance of a tract of land in the First Election District of Anne Arundel County, State of Maryland, originally containing 27.5 acres of land as conveyed by Robert W. Carr to W. Meade Holladay by deed dated June 29, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 27, folio 32; the said W. Meade Holladay having conveyed an undivided one-half interest in said tract to William G. Williams by deed dated February 11, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 82, folio 406, said balance now containing approximately 15.0 acres of land. The aforesaid tract is located on the road from the Mayo school house to Carr's Wharf and has a frontage on White Marsh Creek.

THIRD: All that piece or parcel of land in the Fourth Election District of Anne Arundel County, State of Maryland, containing 9.0 acres of land, more or less, and more particularly described in the deed from Henrietta M. C. Maynard, widow, to William G. Williams, and W. Meade Holladay dated the 17th day of May, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 25, folio 451. The aforesaid tract is located near Odenton and the Land lies adjacent to the old Washington, Baltimore and Annapolis Electric Railroad right-of- way.

FOURTH: All that tract of land in the Fourth Election District of Anne Arundel County, State of Maryland, containing 40.0 acres, more or less, more particularly described in a deed from Eden B. Watts to William G. Williams and W. Meade Holladay, dated May 1, 1928, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 32, folio 347. The aforesaid tract is located near Odenton and fronts on the road from Odenton to Patuxent Station.

FIFTH: All of the balance of that tract of land in the Fourth Election District of Anne Arundel County, State of Maryland, originally containing 78-7 acres of land, more or less, and particularly described in the deed from Harry D. Eutsler and wife to William G. Williams and W. Meade Holladay, dated March 3, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 23, folio 195. Said balance now containing approximately 12.6 acres of land. The aforesaid property is located near Anderson's Corner and part of the same fronts on the Crain Highway and part fronts on the old county road.

SIXTH: All that balance of the tract of land lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, originally containing 20.0 acres of land, more or less, as conveyed by Marvin W. Anderson and wife, to W. Meade Holladay and William G. Williams by deed dated October 3, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 91, folio 96; said balance now containing 12.55 acres of land, more or less, said property is located near Anderson's Corner and fronts on the State Road running from Anderson's Corner to Camp Meade.

SEVENTH: All of the balance of that tract of land lying in the Seventh Election District of Anne Arundel County, State of Maryland, which was conveyed by John W. Crandall and wife to W. Meade Holladay and William G. Williams by deed dated April 26, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 13, folio 105; and deed from Minnie L. Conner to W. Meade Holladay and William G. Williams dated April

26, 1927, and recorded among the aforesaid Land Records in Liber F.S.R. No. 13, folio 432; said tract originally containing 19¼ acres of land, more or less; said balance now containing 1.7 acres of land, more or less; said property is located near Shady Side.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price of each tract of land will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6) per cent per annum, to be paid in cash on the ratification of sale.

Taxes, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. Tilghman Brice, III,
Substituted Trustee,
Lee Building, Annapolis, Md.

AUCTIONEER'S CERTIFICATE.

I HEREBY CERTIFY, that I have this day sold the properties firstly, secondly, thirdly, fourthly, fifthly, sixthly, and seventhly described on the reverse side of this handbill at the Court House Door in the City of Annapolis, State of Maryland, on Tuesday, May 25, 1943, at 10:30 A.M., as follows: Firstly described property to The Farmers National Bank of Annapolis at and for the sum of One Thousand ($1,000.00) Dollars, Secondly described property to The Farmers National Bank of Annapolis at and for the sum of Fifteen Hundred ($1,500.00) Dollars; Thirdly described property to The Farmers National Bank of Annapolis at and for the sum of Six Hundred ($600.00) Dollars; Fourthly described property to The Farmers National Bank of Annapolis at and for the sum of Two Thousand Four Hundred Fifty ($2,450.00) Dollars; Fifthly described property to The Farmers National Bank of Annapolis at and for the sum of Six Hundred ($600.00) Dollars; Sixthly described property to The Farmers National Bank of Annapolis at and for the sum of Nine Hundred ($900.00) Dollars; Seventhly described property to William I. Blake and Eva H. Blake, his wife, at and for the sum of Two Hundred Fifty ($250.00) Dollars, the above parties being then and there the highest bidders for the said properties in order named.

George W. Scible AUCTIONEER

PURCHASER'S AGREEMENT.

I HEREBY CERTIFY, That The Farmers National Bank of Annapolis has this day purchased the properties described on the reverse side of this handbill as follows: Firstly described property at and for the sum of One Thousand ($1,000.00) Dollars; Secondly described property at and for the sum of Fifteen Hundred ($1,500.00) Dollars; Thirdly described property at and for the sum of Six Hundred ($600.00) Dollars; Fourthly described property at and for the sum of Twenty-four hundred Fifty ($2,450.00) Dollars; Fifthly described property at and for the sum of Six Hundred ($600.00) Dollars; Sixthly described property at and for the sum of Nine Hundred ($900.00) Dollars, and the said Bank agrees to comply with the terms of sale.

THE FARMERS NATIONAL BANK OF ANNAPOLIS
By: Carey L. Meredith President

I HEREBY CERTIFY, That we have this day purchased the property seventhly described on the reverse side of this handbill at and for the sum of Two Hundred Fifty ($250.00) Dollars, and I agree to comply with the terms of sale.

William I. Blake
Eva H. Blake

Filed May 27" 1943.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 26, 1943.

We hereby certify, that the annexed Trustee's Sale - W. Meade Holladay was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of May, 1943. The first insertion being made the 29th day of April, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed May 27" 1943

ORDER NISI.

Ordered, this 27th day of May, 1943, That the sale of the property mentioned in these proceedings made and reported by R. Tilghman Brice, III, Substituted Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th., day of June 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 June next.

The report states that the amount of sales to be $3,650.00

John H. Hopkins, 3rd., Clerk.

Filed May 27" 1943

CERTIFICATE OF PUBLICATION Annapolis, Md., July 8, 1943.

We hereby certify, that the annexed Order Nisi - William G. Williams Mary Louise Williams Equity No. 8277 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of June, 1943. The first insertion being made the 3rd day of June, 1943

THE CAPITAL-GAZETTE PRESS, INC.

By K.E.G.

Filed July 19th. 1943.

ORDERED BY THE COURT, This 20th day of July, 1943 that the sale made and reported by the substituted Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the substituted Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin C.J.

Filed July 20" 1943

AUDITOR'S REPORT AND ACCOUNT. No. 2

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 he has stated the within account, being Account No. 2

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of William G. Williams and wife in ac. with
R. Tilghman Brice, III, Substituted Trustee

To Trustee for interest of W. Meade Holladay in
proceeds of sales, as reported in #8276 Equity, one-half of $7,300.00 $3,650.00

To Trustee for Commissions on proceeds of sale of		
Wm. G. Williams' interest - $3,650.00	$	$ 139.50
To Trustee for Court costs, viz:		
Clerk of Court - additional costs	7.50	
Auditor - stating this account	9.00	16.50
To Trustee for Expenses, viz:		
Capital-Gazette Press - one-half cost of advertising sale	45.00	
Capital-Gazette Press - one-half cost of printing handbills	3.37	
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - " " auditor's acct.	5.00	
George W. Scible - auctioneer (one-half)	15.00	
Beatrice A. Velenovsky - notary fee	.50	
C. F. Lee & Co. - premium on bond	40.00	
One-half Federal revenue stamps ($4.13-adj.)	2.06	
One-half State revenue stamps ($3.65-adj.)	1.83	117.76
To Trustee for Taxes (one-half) viz:		
1942 State & County taxes (Seventh Dis.)	2.51	
1943 " " " " (1st Dis. $8.90-adj.)	3.48	
1943 " " " " (2nd. Dis. $31.67-adj.)	11.69	
1943 " " " " (4th Dis. $99.79-adj.)	39.64	
1943 " " " " (7th Dis. $.47-adj.)	.19	
	57.51	28.75
To Farmers National Bank of Annapolis, mortgagee - this balance on account of claim filed		3,347.49
		7,300.00
Balance due on claim of Farmers National Bank of Annapolis as shown by Auditor's Account No. 1 filed herein	22,720.02	
Cr. Amount allowed as above	3,347.49	
Balance due by Wm. G. Williams	19,372.53	
Cr. May 25, 1943		
Proceeds of Sale of property owned by W. Meade Holladay and Wm. G. Williams, as follows:		
Sale of 15 acre tract in First District	1,500.00	
Sale of 14.7 acre tract in Second Dis.	1,000.00	
Sale of 9 acre tract - Fourth District	600.00	
Sale of 40 " " - " "	2,450.00	
Sale of 12.6 " " - " "	600.00	
Sale of 12.55 " " - " "	900.00	
Sale of 1.7 " " - " "	250.00	7,300.00

ORDER NISI.

ORDERED, This 15th., day of November, 1943, That the Second 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 17th., 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 17th day of December next.

John H. Hopkins, 3rd., Clerk.

Filed Nov. 15" 1943.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Jan. 5, 1944.

We hereby certify, That the annexed Order Nisi Equity 8277 - William G. Williams & Wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of Dec. 1943. The first insertion being made the 18th day of Nov. 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By I. Scott.

Filed June 6" 1944.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of June, 1944, 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.

Ridgely P. Melvin C.J.

Filed June 7" 1944.

IN THE MATTER OF THE PETITION OF	:	No. 8426 Equity
DEEO O. NEAL FOR THE ADOPTION OF	:	In The Circuit Court For
CLIFFORD FRANCIS HIGNUTT, AN INFANT.	:	Anne Arundel County

Mr. Clerk:

Please file and lay before the Court.

Wilbur R. Dulin

Filed Sept. 28, 1942

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Deeo O. Neal of Annapolis, Maryland, respectfully represents unto your Honors:

1. That your Petitioner married Edna H. Hignutt March 11, 1938.

11. That the said Edna H. Hignutt at the time of her marriage to your Petitioner had one infant child by the name of Clifford Francis Hignutt.

111. That the said infant child was born August 31, 1936.

IV. That as far as is known to your Petitioner or any information that he has the said minor child, Clifford Francis, has no parent other than the mother who is now the wife of your said Petitioner, to wit, Edna H. Hignutt Neal.

V. That during the time of the marriage between the said Edna H. Hignutt Neal and

your Petitioner the said minor child has been in and continues to be in the care and under the protection of your Petitioner and he always has been treated as your Petitioner's own child in training, association, and rearing without interference or suggestion from any source, and has so endeared himself to your Petitioner, that he is anxious and willing to adopt him and give him the right to change his name whenever he deems it necessary or proper to do so, also that he may have the rights vouchsafed under the laws in such cases.

VI. That the mother, the said wife of your Petitioner, is fully acquainted with the desires of your Petitioner to adopt said minor child and is willing to assist in so far as she can in accomplishing that end, but is advised that the aid of this Court is needed in order that the wishes and intentions of your Petitioner are put into effect.

TO THE END THEREFORE:

1. That this Court may pass a decree declaring the said Clifford Francis Hignutt the adopted child of the said Deeo O. Neal.

2. That your Petitioner may have such other and further relief as his case may require.

May it further please your Honor to take such action and pass such order as may effectuate the wishes and intentions of your Petitioner and promote the best interests and welfare of said minor child.

AND AS IN DUTY BOUND, ETC.

Deeo O. Neal Petitioner.

Wilbur R. Dulin Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 3rd day of September, 1942, before me the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Deeo O. Neal and made oath in due form of law that the matters and facts in the aforegoing Petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Elizabeth J. Jones
Notary Public

TO THE HONORABLE, THE JUDGE OF SAID COURT:

I, Edna H. Hignutt Neal, who has exercised her right as mother and as legal guardian over Clifford Francis Hignutt, who is my son, assent to the application to have him declared the adopted child of Deeo O. Neal, my husband. The said Deeo O. Neal and myself live at Eastport, Anne Arundel County, Maryland.

Edna H. Hignutt Neal

Filed Sept. 28" 1942

The above entitled cause, being ready for decree, and being submitted, the Petition, the Assent, and all other proceedings were by the Court read and considered.

It is thereupon, on this 29th day of September, 1942, by the Circuit Court of Anne Arundel County, Adjudged, Ordered and Decreed, that the Infant, Clifford Francis Hignutt, mentioned in these proceedings be and is hereby decreed to the the legally adopted child of Deeo O. Neal, of Eastport, Anne Arundel County, as prayed in said Petition.

And it is further Adjudged, Ordered and Decreed by the Circuit Court of Anne Arundel

County, that the said Infant, Clifford Francis Hignutt, be given the right to assume and be legally known by the name of Clifford Francis Neal.

It is further Adjudged, Ordered and Decreed, that the said Petitioner pay the costs of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin,
ASSOCIATE JUDGE

Filed Sept. 29, 1942.

Margaret I. Bosley	:	No. 8648 Equity
vs.	:	In The Circuit Court For
Lillian E. Bosley, et al.	:	Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Margaret I. Bosley respectfully shows unto your Honors:

(1) That a certain John G. Bosley departed this life intestate in Baltimore City, Maryland, on the 14th day of September, 1937, seized of an undivided one-half interest in fee simple in all those lots or parcels of ground in the Third Election District of Anne Arundel County, Maryland, laid out and designated as Lots Nos. Fifty-seven (57) and Fifty-eight (58) in Section W of Riviera Beach with a total frontage of about fifty(50) feet on Harlem Road, as shown on a plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, Folio 62, these lots being a part of a large tract of about two hundred and eight acres conveyed to one Howard M. Pumphrey by deed dated March 1st, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 61, folio 40, and being the lots conveyed to S. P. Buell and the late John G. Bosley by one Thomas W. Pumphrey, Jr., attorney of Howard M. Pumphrey under a power of attorney from the said Howard M. Pumphrey, dated the 12th of January, 1925, by deed dated the ninth day of January, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 65, Folio 435, the said last mentioned deed being filed herewith marked "Plaintiff's Exhibit A" and prayed to be taken as part hereof.

(2) That, being seized of an undivided one-half interest in fee simple in the above described real estate, the said John G. Bosley departed this life as aforesaid, leaving surviving him, his widow, Margaret I. Bosley, and the following named children and grandchildren as his next of kin and only heirs at law, namely: a daughter Nellie M. Brewer, who is intermarried with J. Ernest Brewer, her husband; Mildred M. Purkey, a daughter, who is intermarried with Emory Purkey, her husband; and Samuel H. Bosley, unmarried, Howard L. Bosley, an infant and unmarried, John W. Bosley, an infant and unmarried and Audrey M. Bosley, an infant and unmarried, the children of the late Samuel H. Bosley, a son of John G. Bosley (the said Samuel H. Bosley having predeceased the said John G. Bosley). That at the time of his death on June 3, 1931, the late Samuel H. Bosley, in addition to the four children aforesaid, left surviving him, his widow, Lillian E. Bosley. That neither Margaret I. Bosley, the widow of the late John G. Bosley, nor Lillian E. Bosley, the widow of the late Samuel H. Bosley, have remarried.

(3) That all of the parties to this proceeding reside in the City of Baltimore,

State of Maryland. That Margaret I. Bosley, the plaintiff, resides at 3125 Virginia Avenue, Baltimore, Maryland; Samuel H. Bosley, Howard L. Bosley, infant, John W. Bosley, infant, and Audrey M. Bosley, infant, reside with their mother, Lillian E. Bosley, at 4854 Pimlico Road, Baltimore, Maryland; Nellie M. Brewer and J. Ernest Brewer, her husband, reside at 4824 Palmer Avenue, Baltimore, Maryland; Mildred M. Purkey and Emory Purkey, her husband, reside at 3125 Virginia Avenue, Baltimore, Maryland.

(4) That the said undivided one-half interest in said real estate is not susceptible to partition without material loss and injury to the parties entitled to interest therein as above stated; and that in order to make a division of said interests it will be necessary that said undivided one-half interest in said real estate be sold and the proceeds thereof divided among the parties according to their respective rights and interests.

TO THE END THEREFORE:

(a) That a decree may be passed for the sale of the said undivided one-half interest in said real estate.

(b) That the proceeds of said sale, after the payment of the costs and expenses incurred thereto, may be distributed between the plaintiff and the defendants according to their respective rights and interests.

(c) That the plaintiff may have such other and further relief as her case may require.

And as in duty bound, etc.

Margaret I. Bosley
Plaintiff

Ginsberg & Ginsberg
Solicitors for Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:

I HEREBY CERTIFY, That on this 21st day of June, 1944, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Margaret I. Bosley, the plaintiff, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Marie Eifert Notary Public

Filed June 24" 1944

PLAINTIFF'S EXHIBIT A

THIS DEED made this ninth day of January in the year nineteen hundred and thirty, by Thomas W. Pumphrey, Jr., attorney of Howard M. Pumphrey, both of Anne Arundel County and State of Maryland, under a power of attorney from the said Howard M. Pumphrey, dated the 12th day of January, 1925, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 102, folio 372, etc.

WITNESSETH that in consideration of Five Dollars and other valuable considerations, the said Thomas W. Pumphrey, Jr. attorney of Howard M. Pumphrey as aforesaid, subject to certain restrictions herein, does hereby grant and convey unto S. P. Buell and John G. Bosley, as tenants by the entireties forever in fee simple, all those lots or parcels of ground in the Third Election District of Anne Arundel County, Maryland, laid out and designated as Lots Nos. Fifty-seven (57) and Fifty-eight (58) in Section W of Riviera Beach

with a total frontage of about fifty (50) feet on Harlem Road as shown on a plat or Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, Folio 62, these lots being a part of a large tract of about two hundred and eight acres conveyed to the said Howard M. Pumphrey by deed dated March 1st, 1923, and recorded in Liber W.N.W. No. 61, folio 40.

TOGETHER with the improvements thereon and the rights and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said S. P. Buell and John G. Bosley, as tenants by the entireties, forever in fee simple, subject to the following restrictions, which shall be binding until the year nineteen hundred and forty.

1. Neither the said land, nor any part thereof, nor any building nor structure that may be erected thereon, shall be sold, conveyed, leased, rented or otherwise disposed of to any other than white persons as the owners or tenants thereof.

2. Nor shall the said lot or any part thereof, or any building erected thereon at any time hereafter, be used or occupied as a bone boiling establishment, tannery, slaughter house, glue, soap, candle, starch or gunpowder manufactory, or for other offensive or dangerous purposes; nor for the keeping of pigs; nor for the use of burial or cemetery purposes. Chickens may be kept if confined to owner's lot.

3. That no house except outbuildings shall be erected to cost less than $1,000.00.

4. That no stores, booths, bathhouses or other business places or place of amusement or places for public use, shall be established unless with the assent of the vendor in writing.

5. That no sale will be made of less than two lots and that not more than one dwelling shall be erected on each fifty feet of frontage and that no house or porch of same shall be built nearer than twenty feet to the street line, or nearer than ten feet to any other line, unless this provision be waived by the vendor.

6. That the layout of the lots as shown on the plan of RIVIERA BEACH DEVELOPMENT COMPANY shall be adhered to, and no scheme of facing lots or houses in any other direction shall be permitted.

7. That the vendor does not dedicate to public use but reserves unto itself the fee in all streets and alleys of said property, to use the same for railroad, gas, water and sewer pipes, electric light, telephone and telegraph poles and wires, and for such other reasonable uses as the said vendor may see fit, or to close same absolutely, except for the uses of the abutting owners thereon.

8. That no barn, stable or outbuilding shall be erected nearer to the main road or avenue on which the lot fronts than fifty feet; or nearer to any other road or avenue than ten feet.

9. That no privy or sewer for drainage or other purposes shall be installed on the property except it be either:

(a) of a chemical type approved by the State Board of Health, or

(b) where a household is equipped with a water system, the drainage from such shall be made to pass through a properly built septic tank of a type approved by the State Board of Health.

10. That toilet and bath house shall be built in either the main building or garage, and no garage or outbuilding or tents shall be later converted into a dwelling nor erected prior to building the main dwelling, unless this provision be waived by the vendor.

11. That no wooden or other solid fences shall be erected except that this provision be waived by the vendor.

It is understood that all lots on Riviera Walk face Riviera Walk.

AND the said Thomas W. Pumphrey, Jr., attorney of Howard M. Pumphrey, does hereby covenant that they will warrant specially the property hereby conveyed, and that they will execute such other and further assurances of said land as may be requisite.

AS WITNESS my hand and seal the day and year first above written.

Witness: Thomas W. Pumphrey Jr. (SEAL)

A.H. Momberger Attorney of Howard M. Pumphrey.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I do hereby certify that on this ninth day of January, in the year nineteen hundred and thirty before me the subscriber, a Notary Public in and for said City and State personally appeared Thomas W. Pumphrey, Jr., attorney of Howard M. Pumphrey and acknowledged the foregoing deed to be his act as such attorney.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) A. H. Momberger Notary Public

Recorded June 21" 1930 at 9 A.M., in F.S.R. No. 65, Folio 435.

Filed June 24" 1944.

ANSWER OF DEFENDANTS

To the Honorable, the Judge of said Court:

The Answer of Lillian E. Bosley, Samuel H. Bosley, Nellie M. Brewer, J. Ernest Brewer, her husband, Mildred M. Purkey and Emory Purkey, her husband, adult Defendants in the above-entitled case, by Josepy Fax, their solicitor, to the Bill of Complaint against them in this Honorable Court exhibited, respectfully represents unto your Honor:

1. That they admit all the allegations set forth in the said Bill of Complaint and do hereby consent to the passage of a Decree as prayed.

As in duty bound, etc.

Joseph Fax, Lillian E. Bosley

Solicitor for Defendants Samuel H. Bosley

Nellie M. Brewer

J. Ernest Brewer

Mildred M. Purkey

Emory C. Purkey

Filed June 24" 1944.

PETITION FOR AMENDMENT AND ORDER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Margaret I. Bosley, the Plaintiff in the above entitled cause respectfully shows unto your Honors:

(1) That on or about the 24th day of June, 1944, she filed suit praying that a de-

cree may be passed for the sale of the undivided one-half interest in the real estate mentioned in the Bill of Complaint, that the proceeds of the sale, after the payment of the costs and expenses incurred thereto, may be distributed between the Plaintiff and the Defendants according to their respective rights and interests, and for general relief.

(2) That all of the adult Defendants have filed an answer whereby they consent to the passage of the Decree prayed by the Plaintiff.

(3) That John W. Bosley and Audrey M. Bosley, two of the three infant Defendants named in the Bill of Complaint, have been duly summoned and your Petitioner will petition this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant Defendants.

(4) That Howard L. Bosley, the third of the infant Defendants has not been summoned as he is now in Military Service.

(5) That your Petitioner is informed by Lillian E. Bosley, the mother and natural guardian of the said Howard L. Bosley, and one of the Defendants in this proceeding, that it is to the interest of the said Howard L. Bosley, her infant son, that the real estate mentioned in the Bill of Complaint be sold as prayed in the said Bill. That the petitioner is further informed by the said Lillian E. Bosley, mother and natural guardian of Howard L. Bosley, infant, that it is agreeable to her with the consent of this Honorable Court to have the Bill of Complaint taken as amended so that the name of Howard L. Bosley, infant, will appear on the Plaintiff's side of the above entitled cause by her, the said Lillian E. Bosley as his mother and next friend.

(6) That Lillian E. Bosley, Samuel H. Bosley, Nellie M. Brewer, J. Ernest Brewer, her husband, Mildred M. Purkey and Emory Purkey, her husband, all the adult Defendants in this proceeding, have informed your petitioner that they consent to the amendment prayed by the petitioner herein and have so indicated on this petition.

Wherefore, your Petitioner prays this Honorable Court to pass an order that the Bill of Complaint be taken as amended so that the name of Howard L. Bosley, infant, will appear on the Plaintiff's side of the above entitled cause by Lillian E. Bosley, his mother and next friend.

Ginsberg & Ginsberg
Solicitors for Petitioner

Margaret I. Bosley
Petitioner

We, all the adult Defendants named in the Bill of Complaint, hereby consent to the amendment prayed in the foregoing petition.

Lillian E. Bosley
Samuel H. Bosley
Nellie M. Brewer
J. Ernest Brewer
Mildred M. Purkey
Emory C. Purkey

Joseph Fax
Solicitor for Adult Defendants

I hereby consent to the use of my name as next friend of Howard L. Bosley, my infant son.

Lillian E. Bosley

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of July, 1944, before me the subscriber, a

Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Margaret I. Bosley, the Petitioner, and she made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Marie Eifert Notary Public

Filed July 8" 1944.

Upon the foregoing petition, affidavit and consent of all the adult Defendants in this proceeding it is this 11th day of July, 1944, by the Circuit Court for Anne Arundel County, Sitting in Equity, Ordered that the Bill of Complaint be and the same is hereby taken to be amended so that the name of Howard L. Bosley, infant, will appear on the Plaintiff's side of the above entitled cause, by Lillian E. Bosley, as his mother and next friend, as prayed in the said petition.

It is further Ordered that the answer filed in these proceedings by the said adult Defendants shall be taken as an answer to the Bill of Complaint as amended by this Order without the necessity for refiling the said answer.

Ridgely P. Melvin Judge

Filed July 11" 1944

MARGARET I. BOSLEY, PLAINTIFF — No. 8648 Equity

VS. — In the Circuit Court For

LILLIAN E. BOSLEY, et al. — Anne Arundel County.

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Plaintiff in this cause respectfully represents unto your Honors:

(1) That John W. Bosley and Audrey M. Bosley, two of the infant Defendants in this cause have been duly summoned.

(2) That the said infant Defendants have no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guarian ad Litem to appear and answer for said infant Defendants, and suggest that _____, who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Ginsberg & Ginsberg

Solicitors for Plaintiff

Filed July 8" 1944.

ORDERED, by the Circuit Court for Anne Arundel County, Sitting in Equity, on this 11th day of July, 1944, upon the foregoing petition that J. Henry Zeller be and he is hereby appointed Guardian ad Litem for John W. Bosley and Audrey M. Bosley, the infant Defendants named in the aforegoing petition and he is hereby directed to appear and file his answer in their behalf.

Ridgely P. Melvin Judge.

Filed July 11" 1944

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John W. Bosley and Audrey M. Bosley, two of the infant Defendants named in the Bill of Complaint in this Court against them exhibited, by J. Henry Zeller

duly appointed Guardian ad Litem, respectfully represents unto your Honors:

That the said Defendants, John W. Bosley and Audrey M. Bosley, being infants under age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, etc.

J. Henry Zeller

Guardian ad Litem

July 13" 1944.

Testimony on behalf of the Plaintiffs, August 18th, and Sept. 2nd., 1944.

PRESENT:- Mr. Hyman Ginsberg, Solicitor for Plaintiffs.

Defendant waives attendance at this hearing.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Carl F. Dockman, ----------1½ to –

Margaret I. Bosley, ---------- 2 to 3

Lillian E. Bosley, ---------- 4 to 5

Nellie M. Brewer, ---------- 6 to 7

Carl F. Dockman, a witness of lawful age, being first duly sworn, deposes and says:-

(Ginsberg) 1. State your name and residence?

A. Carl F. Dockman, 810 Light st., Baltimore, Md.

2. What business are you in?

A. Building and Loan Association, Vice-President of The Capital Bldg. and Loan Asso. of Baltimore, Md.

3. Have you had any experience with valuation of property located in this county?

A. Yes, considerable, we had quite a lot of business in Anne Arundel County.

4. Are you familiar with property involved in this present proceeding?

A. Yes I am.

5. Give generally an idea where this property is located?

A. This property is located at Riveria Beach, I do not recall exactly, on the Stoney Creek side in Anne Arundel County.

6. What does it consist of?

A. Frame dwelling on two lots of ground, brown shingle, I believe brown shingle. At the time of our appraisal we put all this on paper. In appraising this property we of course fill out our own forms on which we put our loan value? I checked on it for its value this morning.

7. In your opinion, what would be a fair market value of this property?

A. Based on to-day's value we would consider about $2800 clear value of that whole property. For the whole property, as an entirety.

8. These parties have a purchaser who is willing to give at private sale the sum of $3,000 for the entire property or $1500 for a half interest in the property. Would you say that that is a fair price for the entire property, as well as for the half interest?

A. I think that is answered by my valuation, naturally I do because it is higher than my valuation.

9. Do you think it would be advantageous to the parties in this case, including any infant parties, to accept the price of $3,000 or $1500 for this half interest?

A. Absolutely.

To the general question under the rule the witness says:

A. No.

Carl F. Dockman

Margaret I. Bosley, a witness of lawful age, one of the Plaintiffs, being first duly sworn, deposes and says:-

(Ginsberg) 1. State your name and residence?

A. Margaret I. Bosley, 3125 Virginia Ave., Baltimore, Md. ?

2. Was your husband John G. Bosley?

A. Yes.

3. He was during his life time a co-owner of a piece of property located in the Third Election District of Anne Arundel County near Riveria Beach?

A. Yes, it's in Riveria Beach.

4. He was co-owner of this property with Mr. S. P. Buell?

A. Yes.

5. Is he living or deceased?

A. Living.

-------Offered in evidence and filed as Exam. Exh. 1 the original deed to this property which is marked Plaintiff's Exh. A with the Bill.

6. I show you this deed and I refer to that part of the deed in which the land is granted to S. P. Buell and John G. Bosley as co-owners of the land, and John G. Bosley mentioned in this deed is your deceased husband?

A. Yes.

7. When did your husband die?

A. September 14th 1937.

8. Will you tell me who were the next of kin of your husband? Your husband left as his next of kin the following people:-

His surviving widow, that is you, Margaret I. Bosley.

Nellie M. Brewer, whose husband is J. Ernest Brewer, a daughter.

Mildred M. Purkey, whose husband is Emory Purkey, a daughter.

and the following grandchildren who are the children of a deceased son, Samuel H. Bosley, and his widow, Lillian.

Samuel H. Bosley, adult and unmarried.

Howard L. Bosley, an infant and unmarried.

John W. Bosley, an infant and unmarried.

Audrey M. Bosley, an infant and unmarried, and

Lillian E. Bosley, his widow.

Are they correctly named as his heirs at law and next of kin?

A. Yes.

9. When did your deceased son, Samuel H. Bosley die?

A. June 30th, 1931.

10. Did he leave surviving him a widow, and if so, what is her name?

A. Lillian E. Bosley.

11. Are these named all the heirs at law and next of kin of your husband, John G. Bosley?

A. Yes.

12. Are you familiar with the property mentioned in this case?

A. Yes.

13. Have you ever been on the property?

A. Yes I have, it was our summer home and we went there for week-ends when we wanted to.

14. What does the property consist of?

A. It is a shingle house with a porch around one side, it is built with three rooms on one side, combined living room, dining room and small kitchen, and three bedrooms on the other side, one and a half story, no ceiling front and back, never filled out.

15. Your husband left a one-half interest in this property, and he left his next of kin whom you have already referred to in your testimony, will you tell the Court whether this one-half interest which your husband left in the property at the time of his death could be divided off between the next of kin without material loss and injury?

A. No.

16. Then it would be better to have the property sold and converted into money and the interest of your late husband divided among his heirs as you have named them?

A. Yes.

17. Do you consider $1500 a fair value for the one-half interest in this property?

A. I do because we have been trying to sell it for sometime and that is the highest offer we have ever gotten for it.

18. Do you believe that the sale of the entire property for $3,000 or $1500 for your husband's one-half share would be a fair market price and advantageous to all parties to this proceeding, including the Infants?

A. Yes.

To the general question under the rule the witness says:-

A. No.

Margaret I. Bosley.

Lillian E. Bosley, a witness of lawful age, being first duly sworn, deposes and says:-

(Ginsberg) 1. State your name and residence?

A. Lillian E. Bosley, 4854 Pimlico Road, Baltimore, Md.

2. You are the widow of Samuel H. Bosley, deceased, a son of John G. Bosley?

A. Yes.

3. When did your husband die?

A. June 3rd., 1931.

4. When did his father, John G. Bosley die?

A. I do not know the exact date my father-in-law died but I do know my husband died before his father did.

5. Who did your husband leave as his next of kin?

A. Samuel H. Bosley, 21 years old and unmarried.

Howard LeRoy Bosley, 19 years of age, single

John W. Bosley, single 17 years of age

Audrey Bosley, single, 15 years old.

And I, Lillian E. Bosley, am his widow.

6. These are all the surviving heirs of your deceased husband Samuel H. Bosley?

A. Yes.

7. Are you familiar with the property in this case mentioned?

A. No, I would not say I was, I know where it is.

8. From what you have heard and know of this property, and being the mother of the three children named, do you consider this $3,000 is a fair price for this entire property?

A. Yes.

9. In view of the fact that your deceased husband left these children as his heirs at law of his one-half interest in the property can you say that it is possible to have this half interest in this property sub-divided up between these heirs without material loss to them, or would it be better to have a Decree for a sale of the half interest and the proceeds divided amongst all of these heirs?

A. You could not fidive that half interest up among the heirs it would have to be sold and the money divided.

10. We have an offer from a prospective purchaser for this property in the sum of $3,000, would you say this was a fair and reasonable price for that entire property?

A. Yes.

11. Would it be for the benefit of all the parties to this proceeding to have the property sold and the proceeds divided amongst those entitled to it, and will you say it would be to the advantage of all parties including the infant parties to have it sold for $3,000?

A. Yes.

To the general question under the rule the witness says:-

A. No.

Lillian E. Bosley

Nellie M. Brewer, a witness of lawful age, being first duly sworn, deposes and says:-

(Ginsberg) 1. State your name and residence?

A. Nellie M. Brewer, 4824 Palmer ave., Baltimore, Md.

2. You are a daughter of John G. Bosley?

A. Yes.

3. Is your father living or dead?

A. He is dead.

4. When did he die?

A. September 14th, 1937.

5. Did he die leaving a will or without a will?

A. Without a will.

6. Are the heirs at law and next of kin who have been testified to before, all the heirs at law of your father, John G. Bosley?

A. Yes.

7. When did your brother, Samuel H. Bosley die?

A. June 3rd, 1931.

8. Are you familiar with the property involved in these proceedings?

A. Yes.

9. Will you describe this property?

A. It is situate at Riveria Beach in Anne Arundel County is a frame, shingle house, living room, bedrooms, back porches, not completely finished. I have been on the property,

we spent most of our week-ends during the Summer for a number of years.

10. What, in your opinion, would you consider a fair market value of this property?

A. I know we have tried to sell it for a number of years since father died and never got a fair price offered for it, and I do feel this is a fair price.

11. As one of the heirs of your father are you satisfied to sell his one-half interest for $1500?

A. Yes I am.

12. Do you think it possible to divide this property up in kind among all the parties who have been shown to have an interest in it, or do you think it better to have it sold under Decree of the Court and the proceeds divided among all the parties interested in it, including the infants?

A. Sure better to have it sold.

To the general question under the rule the witness says:-

A. No.

Nellie M. Brewer

Saturday, September 2nd, 1944. Testimony continued.

J. Carson Boush, a witness of lawful age, being first duly sworn, deposes and says:-

(Ginsberg) 1. What is your full name and address?

A. J. Carson Bousch, West Annapolis, Md.

2. What employment are you in?

A. I am employed by the County as Tax Sale Property Clerk.

3. Your work consists of what?

A. Handling all tax sales acquired by the county and selling the property.

4. Have you had any experience with valuation of property located in this county?

A. Yes.

5. Will you state somewhat your experience?

A. Assessor for taxation purposes for ten years for the county prior to the job I have now.

6. Are you familiar with the property involved in this present procedure?

A. Yes.

7. Will you give me an idea of where this property is located and describe it?

A. It is Lot 57 and 58 Section W. at Riveria Beach, improved by a one and a half story frame, shingle house approximately 28X30 with composition roof, side porch, front porch very much in need of repairs. I could not get in the house when I was there but I looked in the window down stairs, could see a living room and I presume dining room, two bedrooms and another small room I presumed was the kitchen, maybe two bedrooms upstairs I could not see up there.

8. When did you look at this property?

A. August 31st past.

9. Are you familiar, independent of this last examination generally of property in this neighborhood?

A. Yes.

10. Have you made valuation of property in that neighborhood as county assessor?

A. Yes.

11. In your opinion what would be a fair market value of this property at this time?

A. $2750 for the whole property.

12. The parties in this case have a purchaser who is willing to give at a private sale the sum of Three Thousand Dollars for the entire property or Fifteen Hundred Dollars for the one-half undivided interest in the property would you say that that is a fair price for the entire property as well as for the one-half undivided interest?

A. Yes I would, in its present condition.

13. The property in this case is now owned by a number of people who are interested as co-owners, will you tell the Court whether in your opinion it is possible to divide this property in kind between these various co-owners without loss or injury to these parties, or would it, in your opinion, be better to sell this property and divide the proceeds up amongst the parties in interest?

A. I would say would be better to sell it, it could not be divided up.

14. Do you think it would be advantageous to the parties in this case including the infants to accept the price of $1500 for this undivided interest?

A. Yes.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

J. Carson Boush

There being no other witnesses to be examined on behalf of the Plaintiffs, and no further testimony desired at this time, this testimony is now closed, and, at request of Plaintiffs' Solicitor, is returned to the Court.

Witness my hand and seal this 5th day of September, 1944.

Jno. S. Strahorn (SEAL)
Examiner.

Filed Sept. 5" 1944.

MARGARET I. BOSLEY, ET AL
VS.
LILLIAN M. BOSLEY, ET AL.

No. 8648 Equity.
In The Circuit Court For
Anne Arundel County.

DECREE.

The above cause standing ready for hearing and being submitted the Bill, Answers, testimony, exhibits and all other proceedings were by the Court read and considered.

It is thereupon this 18th day of September, 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED, That the real estate left by John G. Bosley, deceased, being an undivided one-half interest in fee simple in all those lots or parcels of ground situated in the Third Election District of Anne Arundel County, Maryland, laid out and designated as lots Nos. fifty-seven (57) and fifty-eight (58) in section W of Riviera Beach with a total frontage of about fifty(50) feet on Harlem Road, as shown on a plat of Riviera Beach, filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, Folio 62, and being the lots conveyed in the deed from Thomas W. Pumphrey, Jr., attorney of Howard M. Pumphrey under power of attorney from the said Howard M. Pumphrey, dated the 12th day of January, 1925, to S. P. Buell and the late John G. Bosley, the said deed being dated the ninth day of January, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R., No. 65, Folio 435, is not susceptible of partition without material loss and injury to the parties en-

titled to interests therein and that in order to make division of said interests the said undivided one-half interest in said real estate is hereby directed to be sold at private sale at the price of fifteen hundred ($1,500.00) dollars (it appearing that all the adult parties herein have indicated their consent to such a sale and it further appearing that S. P. Buell, the owner of the other undivided one-half interest in said real estate will join in the conveyance of said real estate at a private sale so that the purchaser at the time of such sale will purchase not only the said undivided one-half interest of the parties to this proceeding for the sum of fifteen hundred ($1,500.00) dollars but will also purchase for an additional sum of fifteen hundred ($1,500.00) dollars the undivided one-half interest of the said S. P. Buell, the said S. P. Buell having indicated his consent to this Decree), and it is hereby further ADJUDGED, ORDERED and DECREED that Isidore Ginsberg and Joseph Fax be and they are hereby appointed Trustees to make such 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 to be approved by the Court or the Clerk thereof, in the penalty of Three Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future Decree or Order in the premises; they shall then proceed to make such private sale, of the undivided one-half interest in said real estate left by the late John G. Bosley, for the sum of fifteen hundred ($1,500.00) dollars, the terms of said sale to be as follows, to wit: One-third part of the purchase money shall be paid by the purchaser or purchasers on the day of the execution of the contract of sale and the balance upon the ratification of the sale by this Court, and as soon as convenient after the execution of said contract of sale, 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 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 good and sufficient deed, to be executed and acknowledged, according to law, convey to the purchaser or purchasers, his, her, its or their heirs, the undivided one-half interest of the late John G. Bosley in said real estate, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants and those claiming by, from, through 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 and disposed of under the direction of this Court, after deducting therefrom the costs of this suit, the expenses of said sale, and such commissions to the said Trustees as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust, and the Trustees are directed to give notice to the creditors of John G. Bosley, Deceased, in a newspaper published in Anne Arundel County once a week for four successive weeks, to file their claims, with the vouchers thereof, with the Clerk of this Court within three months from the 18th day of September, 1944.

Ridgely P. Melvin
Chief Judge

We hereby consent to the passage of the above Decree.

Margaret I. Bosley, Adult Plaintiff.

Lillian E. Bosley
as mother and next friend of Howard L. Bosley, Infant Plaintiff, and as one of the Adult Defendants
Samuel H. Bosley
one of Adult Defendants.
Nellie M. Brewer
one of Adult Defendants
J. Ernest Brewer
one of Adult Defendants
Mildred M. Purkey
one of Adult Defendants
Emory Purkey
one of Adult Defendants
S. P. Buell, owner of the other undivided one-half interest in the real estate mentioned in these proceedings.

Joseph Fax
Solicitor for Adult Defendants.

Filed Sept. 18" 1944

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, Isidore Ginsberg and Joseph Fax, as Principal, and Eagle Indemnity Company, of New York, N.Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND ($3,000) 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 29th day of September, 1944.

WHEREAS, by virtue of a decree of the Circuit Court for Anne Arundel County passed in a cause entitled "Margaret I. Bosley, et al. vs. Lillian E. Bosley, et al, Equity No. 8648" dated September 18, 1944, the said Isadore Ginsberg and Joseph Fax, Trustees, are authorized and empowered to make sale of the property described in said decree, and the said Isadore Ginsberg and Joseph Fax, Trustees, are about to execute said power and make sale of the property described in said decree.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, Isadore Ginsberg and Joseph Fax, Trustees, 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 property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:
Lina J. Harper

Joseph Fax (SEAL)
Isidore Ginsberg (SEAL)
Trustees.

(CORPORATE SEAL)

EAGLE INDEMNITY COMPANY,
By Benjamin Michaelson
Attorney-in-fact.

Filed Sept. 29" 1944.

REPORT OF TRUSTEES OF PROGRESS TO DATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Joseph Fax and Isidore Ginsberg, appointed trustees in these proceedings by decree of this Honorable Court of September 18th, 1944, to make the sale of the undivided one-half interest of the late John G. Bosley in the property mentioned in these proceedings at private sale at the price of fifteen hundred ($1,500.00) dollars, respectfully shows unto your Honors:

(1) That at the time of the passage of the decree in this cause, there appeared to be available a purchaser willing to pay fifteen hundred ($1,500.00) dollars for the undivided one-half interest of the late John G. Bosley in the property mentioned in these proceedings.

(2) That upon qualification as trustees in these proceedings, the said Joseph Fax and Isidore Ginsberg promptly started negotiations to consummate a sale to said prospective purchaser.

(3) That although said prospective purchaser indicated both before and after the passage of the decree in this case that he was interested in the property mentioned in these proceedings and that he intended to purchase the same, he has failed to consummate the purchase.

(4) That the trustees, all the adult parties to this proceeding and the owner of the other undivided one-half interest in the said property are of the opinion that a private sale of the undivided one-half interest of the late John G. Bosley is preferable to a public sale.

(5) That the property mentioned in these proceedings is situated in the Third Election District of Anne Arundel County, Maryland, laid out and designated as lots Nos. fifty-seven (57) and fifty-eight (58) in section W of Riviera Beach with a total frontage of about fifty (50) feet on Harlem Road, as shown on a plat of Riviera Beach, filed among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, Folio 62, and it appears that a purchaser will be obtainable in the spring of 1945, at which time of the year property of the kind mentioned in these proceedings is more desirable.

Respectfully submitted

Joseph Fax

Isidore Ginsberg

Trustees under the decree of September 18, 1944.

We agree with the above Report and hereby state that all the matters and facts set forth therein are correct.

Margaret I. Bosley Adult Plaintiff

Lillian E. Bosley, as mother and next friend of Howard L. Bosley, Infant Plaintiff, and as one of the adult Defendants.

Samuel H. Bosley, one of the adult Defendants.

Nellie M. Brewer, one of the adult Defendants.

J. Ernest Brewer, one of the adult Defendants.

Mildred M. Purkey, one of the adult Defendants.

Emory C. Purkey, one of the Defendants
S. P. Buell, owner of the other undivided one-half interest in the real estate mentioned in these proceedings.

Filed Jan. 25" 1945.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Isidore Ginsberg and Joseph Fax, Trustees, appointed by the Decree in the above entitled cause, to make private sale of the undivided one-half interest in fee simple of the late John G. Bosley, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said Decree, which was duly approved, they then proceeded to sell at private sale the undivided one-half interest in said real estate left by John G. Bosley, for the sum of Seventeen Hundred and Fifty ($1,750.00) Dollars, subject to ten per cent commission to Pumphrey Bros., Realtors, to John P. Jones, Lillian M. Jones, his wife, and Margaret M. Jones, and said purchasers have paid five hundred dollars ($500.00) on account of the purchase price of the said undivided one-half interest of John G. Bosley, Deceased.

Isidore Ginsberg
Joseph Fax
Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, That on this 5th day of March, 1945, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personal__ appeared Isidore Ginsberg and Joseph Fax, Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Helen P. Nowak
Notary Public.

NOTICE TO CREDITORS.

Ginsberg and Ginsberg Attorneys-at-Law 110 E. Lexington St., Baltimore, Md. ORDER OF COURT
In the Circuit Court of Anne Arundel County No. 8648 Equity Margaret J. Bosley vs. Lillian E. Bosley,

Notice if hereby given in accordance with the decree in the above entitled case that all creditors having claims against the estate of John G. Bosley, deceased, present their claims with vouchers thereof within three months from the 18th day of September, 1944, to the Clerk of the Circuit Court of Anne Arundel County.

Joseph Fox
Isidore Ginsberg
Trustees

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1944.

We hereby certify, that the annexed 8648 Eq. Order of Court Margaret J. Bosley vs. Lillian E. Bosley was published in Maryland Gazette a newspaper published in the City of Annapolis

Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18 day of December, 1944. The first insertion being made the 28 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed April 16" 1945.

ORDER NISI.

Ordered, this 7th day of March, 1945, That the private sale of the property mentioned in these proceedings made and reported by Isidore Ginsberg and Joseph Fax, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th., 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 9th., day of April next.

The report states that the amount of sales for the one half undivided interest mentioned in these proceedings to be $1,750.00

John H. Hopkins, 3rd., Clerk.

Filed March 7" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1945

We hereby certify, that the annexed Order Nisi - Eq. 8648 Margaret I. Bosley was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of April, 1945. The first insertion being made the 15th day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed April 7" 1945.

ORDERED BY THE COURT, This 10th day of April, 1945, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin C.J.

Filed April 10" 1945.

MARGARET I. BOSLEY, ET AL

VS.

LILLIAN E. BOSLEY, ET AL

No. 8648 Equity

In The Circuit Court For

Anne Arundel County

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account.

May 10, 1945

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Margaret I. Bosley, et al vs. Lillian E. Bosley, et al in ac. with Isidore Ginsberg and Joseph Fax, Trustees

To Trustees for Commission	$	$ 85.25
To Trustees for Court costs, viz:		
Plaintiffs' Solicitors' appearance fee	10.00	
Defendants' Solicitors' appearance fee	10.00	
Clerk of Court - Court costs	26.50	
Jos. C. Deegan - Sheriff's costs	2.10	
Auditor - stating this account	13.50	62.10
To Trustees for Expenses, viz:		
Capital-Gazette Press - Notice to creditors	6.75	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - " "(Account)	5.00	
Eagle Indemnity Co. - bond premium	12.00	
J. Carson Boush - appraiser's fee	10.00	
K.&S. Ins. & Realty Co.-fire ins. premium	11.70	
Pumphrey Bros.-Commission on Sale	175.00	
Ginsberg & Ginsberg and Joseph Fax - fee for legal services as per Order 4/24/45	125.00	
J. Henry Zeller - Guardian Ad Litem	4.00	
John S. Strahorn - Examiner's fee	12.00	
Juliet D. Strahorn - Stenographer	7.50	
One-half Federal & State revenue stamps	1.95	
Notary fees	.50	376.40
To Trustees for Taxes, viz:		
1945 State & County taxes - adjusted		4.09

BALANCE FOR DISTRIBUTION - $1,224.69

Distributed as follows:

To Margaret I. Bosley, Widow-		
one-third	408.23	
Less 1% direct inheritance tax	4.08	404.15
To Nellie M. Brewer, daughter- two-ninths	272.15	
Less 1% direct inheritance tax	2.72	269.43
To Mildred M. Purkey, daughter- two-ninths	272.15	
Less 1% direct inheritance tax	2.72	269.43
To Samuel H. Bosley, grandson-one-eighteenth		68.04
Howard B. Bosley, grandson - "		68.04
John W. Bosley, grandson - "		68.04
Audrey M. Bosley, granddaughter- "		68.04

Register of Wills for Anne Arundel County- 1% direct inheritance tax on distributive shares of Margaret I. Bosley, Nellie M. Brewer and Mildred M. Purkey	$ 9.52	$1,224.69	
		1,752.53	
Cr. Mar. 7, 1945	Proceeds of Sale		$1,750.00
	Refund fire insurance premium-adj.		2.53
			1,752.53

ORDER NISI.

ORDERED, This 10th day of May, 1945, 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 12th day of June 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 12th day of June next.

John H. Hopkins, 3rd., Clerk.

Filed May 10th. 1945

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1945

We hereby certify, that the annexed Order Nisi - Equity #8648 Auditor's Account Margaret I. Bosley vs. Lillian E. Bosley was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of June, 1945. The first insertion being made the 17th day of May, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed June 13" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of June, 1945, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed June 14" 1945.

PETITION AND ORDER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Joseph Fax and Isidore Ginsberg, appointed trustees in these proceedings by decree of this Honorable Court of September 18th, 1944, respectfully shows unto your Honors:

(1) That the Auditor's Report and Account in these proceedings shows a distribution of sixty-eight dollars and four cents ($68.04) each to Howard B. Bosley, John W. Bosley and Audrey M. Bosley, who are infants.

(2) That the said infants are the children of Lillian E. Bosley, who is their natural guardian, but said children have no legal guardian.

(3) That in order to save the expense of a proceeding for the appointment of a legal guardian and in order that this matter may be closed, the Petitioners respectfully request

authority from this Honorable Court to turn over to Lillian E. Bosley, mother and natural guardian of Howard B. Bosley, John W. Bosley and Audrey M. Bosley, the sums of sixty-eight dollars and four cents ($68.04) payable to each of them.

WHEREFORE your Petitioners pray that an order may be passed by this Honorable Court authorizing and directing them as trustees to pay over to Lillian E. Bosley, mother and natural guardian of Howard B. Bosley, John W. Bosley and Audrey M. Bosley, the sums of sixty-eight dollars and four cents ($68.04) payable to each of said infants.

Joseph Fax
Isidore Ginsberg
Petitioners Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify that on this 6th day of June, 1945, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph Fax and Isidore Ginsberg, Trustees, the Petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Lee J. Mendelsohn
Notary Public

Filed June 8" 1945

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Joseph Fax and Isidore Ginsberg, appointed trustees in these proceedings by Decree of this Honorable Court of September 18th, 1944, respectfully shows unto your Honors:

(1) That the Auditor's Report and Account in these proceedings shows a distribution of sixty-eight dollars and four cents ($68.04) each to Howard B. Bosley, John W. Bosley and Audrey M. Bosley, who are infants.

Wherefore your Petitioners pray that an order may be passed by this Honorable Court authorizing and directing them as trustees to deposit the sums of sixty-eight dollars and four cents ($68.04) payable to each of said infants in a bank on interest in the names of the respective infants subject to the order of the Court; and that from and after making the deposits as aforesaid and upon exhibiting to this Honorable Court the Pass Books showing that said deposits have been made the said trustees may be discharged as such trustees and the Surety on their bond may be discharged from further liability.

7-3-45 Joseph Fax
(Books (3) in Office Safe J.H.H. Isadore Ginsberg
Petitioners- Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify that on this 15 day of June, 1945, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph Fax and Isidore Ginsberg, Trustees, the Petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing Petition

are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Lee J. Mendelsohn Notary Public

Upon the foregoing Petition it is this 18th day of June, 1945, by the Circuit Court for Anne Arundel County, Sitting in Equity, ORDERED that Joseph Fax and Isidore Ginsberg, Trustees in these proceedings, be and they are hereby authorized and directed to deposit in the Annapolis Banking & Trust Company on interest the sum of sixty-eight dollars and four cents ($68.04) in the name of Howard B. Bosley, minor, subject to the order of this Court, on interest the sum of sixty-eight dollars and four cents ($68.04) in the name of John W. Bosley, minor, subject to the order of this Court, and on interest the sum of sixty-eight dollars and four cents ($68.04) in the name of Audrey M. Bosley, minor, subject to the order of this Court; and from and after making the deposits as aforesaid and upon exhibiting to this Court the Pass Books showing that said deposits have been made in the said Annapolis Banking & Trust Company, the said Joseph Fax and Isidore Ginsberg shall be discharged as trustees and the Surety on their bond shall be discharged from further liability.

Jas. E. Boylan, Jr. A.J.

Judge

Filed June 18" 1945.

The above named Trustees having deposited the several sums named in the aforegoing Order as heretofore prescribed, and exhibited the Pass Books to this Court, it is thereupon, this 3rd. day of July, 1945 by the Circuit Court for Anne Arundel County ORDERED that said Pass Books be filed with the Clerk of this Court.

James Clark

Judge

Filed July 3" 1945

RICHARD BERNARD & ALFRED D. BERNARD, Trustees under the Will of Sophia Steuart, late of Baltimore County, deceased.	:	No. 8906 Equity In The Circuit Court For Anne Arundel County
vs.	:	
ALFRED D. BERNARD, Executor of the Last Will and Testament of the said Sophia Steuart, Charles C. Scherer and Anne E. Scherer his wife,	:	IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY
JOSEPH EDWARD SCHERER, MACIE CATHERINE SCHERER, SOPHIA CATHERINE SCHERER, CATHERINE SCHERER, MARGARET LOUISE SCHERER, GENEVIEVE LOUISE SCHERER, CHARLES JOSEPH SCHERER, ANNA LOUISE SCHERER, HELEN MILDRED SCHERER, INFANTS.	:	

MARY BENJAMIN, and SAMUEL BENJAMIN, her :
husband JOSEPH BENJAMIN and EDNA BENJAMIN :
his wife, SAMUEL BENJAMIN and ANNA :
BENJAMIN his wife, ELIZABETH RUTH and :
AUGUST RUTH her husband :

To the Honorable, the Judge of said Court:

The Bill of Complaint of Richard Bernard and Alfred D. Bernard, Trustees under the Will of Sophia Steuart, late of Baltimore County, deceased, respectfully shows:

1. That the said Sophia Steuart departed this life on or about the 13th of April, 1910, and soon thereafter Letters of Administration upon her Estate were granted unto Harry B. Wolf and the said Alfred D. Bernard by the Orphans Court of Baltimore County, upon the representation that she had died intestate.

2. That subsequently the Last Will and Testament of said decedent bearing date the 30th day of January, A.D. 1896, was admitted to probate in said Orphans Court on the 29th of November, 1910, a duly authenticated copy of which will is herewith filed as part of this Bill, marked Complainants Exhibit "A".

3. That Letters Testamentary upon the Estate of said deceased were duly granted to the said Alfred D. Bernard, Executor, by said Orphans Court on the 29th of November,1910, as will be seen by a certificate of such grant, herewith filed as part of this Bill, marked Complainants Exhibit "B".

4. That the said Harry B. Wolf and Alfred D. Bernard returned an Inventory of the Personal Estate of said deceased to the Orphans Court aforesaid, stated an Account therein and turned over to said Alfred D. Bernard, Executor, the property returned in said Inventory.

5. That the said Alfred D. Bernard, Executor, returned an Additional Inventory to the said Orphans Court, and in pursuance of an Order thereof, sold a portion of the personal property of said deceased.

6. That the said Sophia Steuart by the first paragraph of her said Will, provides that her debts and funeral expenses be fully paid and satisfied out of her Estate.

7. That by the second paragraph of said Will, the Testatrix bequeathed to her then husband Thomas R. Steuart, who died before her, all her household furniture, together with stock and farm implements that may be contained at the time of her death upon her farm situate on the Harford Road in said County, upon which she then resided.

8. That by the third paragraph of said Will, the said Testatrix devised and bequeathed to your orators or the survivor of them, all the rest and residue of her Estate, real and personal, in trust and special confidence, to permit her said husband to hold during his life, the farm in said third paragraph mentioned, and in further trust to collect the rents, issues and profits of her property known as Nos. 500 and 502 South Broadway in Baltimore City, together with her warehouse on the East side of Bethel Street, and after paying all charges and expenses thereon, to pay over the net income thereof to her son the said Charles C. Scherer, for and during the term of his natural life, and from and after his death to his child, children or descendants, equally per stirpes, until the youngest child shall reach the age of twenty one years; in trust and confidence fur-

ther to collect the rents, issues and profits of all the rest and residue of her Estate other than the three lots devised in the said third paragraph, but including said farm bequeathed to her said husband for life, and after deducting all charges and expenses thereon, to pay over the net income thereof, one half to the said Mary Benjamin, for and during the term of her natural life, and from and after her death to pay said one half of said net income to her child, children and descendants, in equal parts per stirpes, until the youngest child shall reach the age of twenty one years, at which time the same is to be divided equally between said child, children or descendants of her said daughter Mary, per stirpes absolutely.

9. That by paragraph three of said Will, the said Testatrix made a like provision for her daughter Josephine Hugg, and her children and descendants. But the said Josephine Hugg died before her mother, leaving no child, children or descendants surviving her.

10. That by the fourth paragraph of her Will, the said Testatrix directed that the life estates given in trust for each of her children, should in no manner be liable for their or either of their debts or engagements, or liable to be sold on execution or to attachments in the hands of her said Trustees or the survivor of them.

11. That by the fifth paragraph of said Will, the said Testatrix authorized and empowered her Trustees to sell or lease for a term of years, the trust property, and to reinvest the same. And by the same paragraph appointed the said Alfred D. Bernard her Executor.

12. That besides the personal property returned in said Inventory, the said Testatrix died seized of the following real estate: First, a tract of land containing twenty five and one quarter acres, more or less, situate in Anne Arundel County, with the improvements thereon; which she acquired by Deed from John Bowers and wife, dated August the 29th, 1904, and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 38, folio 54 &c., which said Deed is herewith filed as part of this Bill, marked Complainants Exhibit "C"; second a tract of land in Baltimore County, containing about twenty eight acres, with the improvements thereon, to which she acquired title by Deed from Jacob Weber and wife, dated December the 23rd, 1904, and recorded among the Land Records of Baltimore County, in Liber W.P.C. No. 282, Folio 113 &c., and which said last mentioned Deed is herewith filed as part of this Bill, marked Complainants Exhibit "D", which last mentioned tract of land your Orators are informed has been mortgaged to the said Charles C. Scherer, and is subject to the operation of an unrecorded Lease, with an option to purchase to John W. Rodgers, said Mortgage being prior to said Lease. That the said Sophia Steuart also died seized of the ground and premises described in Deed from Alfred D. Bernard to her, dated December 19th, 1893, and recorded among the Land Records of Baltimore County, in Liber L.M.B. No. 202, folio 50, a certified copy of which is herewith filed as part of this Bill, marked Complainants Exhibit "E", excepting so much thereof as is contained in Deed from the said Sophia Steuart to Alfred D. Bernard, Trustee, dated February 13th, 1901, and recorded among the Land Records of said County, in Liber N.B.M. No. 248, folio 522, and excepting also so much thereof as is embraced in a Deed from the said Sophia Steuart and Thomas R. Steuart her husband to Charles C. Scherer, dated July 3rd, 1905, and recorded among the Land Records of said County, in Liber W.P.C. No. 287, folio 415. That the said Testatrix also died seized of the tract

of land and premises conveyed to her by Susan J. Burton, by Deed dated April 10th, 1895, and recorded among the Land Records of said County, in Liber L.M.B. No. 211, folio 147, a duly certified copy of which is herewith filed as part of this Bill, marked Complainants Exhibit "F", saving that portion thereof being about 5 1/4 acres, more or less, conveyed by her and her husband to the said Charles C. Scherer, by Deed dated August 12th, 1908, and recorded among the Land Records of said County, in Liber W.P.C. No. 331, folio 312, and saving and excepting a lot of about one acre conveyed by the said Sophia Steuart to John F. Grove and wife, by Deed dated May 9th, 1910, and recorded among the Land Records of Baltimore County aforesaid, in Liber W.P.C. No. 355, folio 502.

13. That the property located in the City of Baltimore of which the said Testatrix died seized, consists of the reversionary interest in four lots of ground, together with the right to collect the four annual rents; one of Thirty Five Dollars and three of Thirty Dollars each, conveyed to her by Deed from Barbara Ellerbrock and husband, dated January 30th, 1896, and recorded among the Land Records of said City, in Liber R.O. No.1601, folio 167 &c., a duly certified copy of which is herewith filed as part of this Bill, marked Complainants Exhibit "G". That said Testatrix also died seized of the second, third and fourth lots of ground described in a Deed from the said Alfred D. Bernard to her, dated December 19th, 1893, and recorded among the Land Records of said City, in Liber J.B. No. 1480, folio 146 &c., a duly certified copy of which is herewith filed as part of this Bill, marked Complainants Exhibit "H". The second and third lots in said Deed comprise the business property Nos. 500 and 502 South Broadway, and the fourth a lot on the East side of Bethel Street, all of which is occupied under a Lease from the Testatrix to the said Mary Benjamin, subject to the yearly rent of Twnety Four Hundred Dollars, and your orators are advised that the Broadway property is subject to three Mortgages from the said Sophia Steuart to the said Charles C. Scherer, and that your orators are further advised that partial payments have been made on some or all of said three Mortgages.

14. That your orators are advised that the trusts arising under the Deed from the said Sophia Steuart to Alfred D. Bernard, Trustee, are executed, and that therefore the said Alfred D. Bernard as Trustee is not a necessary party to these proceedings; the said Joseph Edward Scherer, the surviving beneficiary under said Deed of Trust, being a party to these proceedings.

15. That the children of the said Charles C. Scherer, all of whom are infants under the age of twenty one years and unmarried, and who together with their father reside in Baltimore County, are named Joseph Edward Scherer, Macie Catherine Scherer, Sophia Catherine Scherer, Catherine Scherer, Margaret Louise Scherer, Genevieve Louise Scherer, Charles Joseph Scherer, Anna Louise Scherer, and Helen Mildred Scherer. That the children of Mary Benjamin, all of whom are of lawful age, and together with their mother reside in Baltimore City, are as follows: Joseph Benjamin, whose wife is named Edna Benjamin; Samuel Benjamin, whose wife is named Anna Benjamin, and Elizabeth Ruth, whose husband is named August Ruth.

16. That the said Mary Benjamin has paid no rent for the property known as Nos. 500 and 502 South Broadway in the City of Baltimore, and the property on the East side of Bethel Street used in connection with said Broadway property, although she has through

her Counsel, promised to pay such rent.

17. That your orators are advised and they so charge, that in order to properly discharge the duties reposed in them by said Will, it is necessary that the trusts created thereby, be administered under the supervision of a Court of Equity.

To the end therefore that the several Defendants above named may answer this Bill and that all necessary accounts between your orators and the beneficiaries of said trusts be stated, and the powers vested in your orators may be exercised under the direction of this Honorable Court, and the rights of all the parties to this cause may be heard and determined thereby.

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

May it please your Honors to grant unto your orators the writ of subpoena, directed to the said Alfred D. Bernard, Executor, who resides in Baltimore City; Charles C. Scherer and Annie E. Scherer, his wife, and his infant children, viz: Joseph Edward Scherer, Macie Catherine Scherer, Sophia Catherine Scherer, Catherine Scherer, Margaret Louise Scherer, Genevieve Louise Scherer, Charles Joseph Scherer, Anna Louise Scherer and Helen Mildred Scherer, all of whom reside in Baltimore County, and Mary Benjamin and Samuel Benjamin her husband, Joseph Benjamin and Edna Benjamin his wife; Samuel Benjamin and Anna Benjamin his wife; Elizabeth Ruth and August Ruth her husband, all of whom reside in Baltimore City, commanding then to be and appear in this Court on some day to be named therein, to answer the premises, and abide by and perform such decree as may be passed in the premises.

And as in duty &c.

Richard Bernard
Sol. for Complainants

State of Maryland, City of Baltimore, s.s.

I hereby certify that on this 16th day of June, in the year Nineteen Hundred and Eleven, before me the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Richard Bernard, Trustee, one of the Complainants in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts stated in the foregoing Bill of Complaint, are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(SEAL) MARK O. SHRIVER, JR. NOTARY PUBLIC

SOPHIA STEUART)
LAST WILL AND)
TESTAMENT)

KNOW that, I Sophia Steuart of Baltimore County in the State of Maryland being of sound and disposing mind, memory and understanding do make and publish this my last Will and Testament, in manner and form following, that is to say:

1st. I order and direct that all my just debts and funeral expenses be fully paid and satisfied out of my estate.

2nd. I give and bequeath unto my husband Thomas R. Steuart, all my household furniture together with all the stock and farm implements that may be continued, at the time of my death, upon my farm situate on the Harford Road in Baltimore County, upon which I now reside to be held by my said husband, absolutely.

3rd. All the rest and residue of my estate, real and personal, wherever situate, I

give devise and bequeath unto Richard Bernard and Alfred D. Bernard, or the survivor of them In trust and special confidence nevertheless, and to and upon the following uses and trusts viz:

A. In trust to permit my said husband Thomas R. Steuart to hold, use and occupy the said farm situate on the Harford Road in Baltimore County, consisting of two adjoining tracts, containing in the aggregate about forty three Acres of land, for and during the term of his natural life on paying all taxes and assessments for which the same may be liable, and from and after the death of my said husband, the same is to constitute and form a part of the rest and residue of my estate.

B. In trust and confidence further to collect the rents, issues and profits of my property known as Nos. 500 and 502 South Broadway together with the warehouse on the East side of Bethel Street, in the City of Baltimore used in connection with the business conducted at Nos. 500 and 502 South Broadway, said three lots being the second, third and fourth lots as described in a deed from Alfred D. Bernard to me, dated December 19th 1893, and recorded among the land records of Baltimore City in Liber J.B. No. 1480 folio 146 &c. and after paying all charges and expenses on said three lots of ground, to pay over the net income thereof to my son Charles C. Scherer, for and during the term of his natural life, and from and after the death of my said son Charles C.Scherer, to pay over said net income of said three lots of ground to the child, children or descendants of my said son Charles C.Scherer equally per stirpes until the youngest child of my said son Charles C. Scherer shall reach the age of twenty one years, at which time said three lots are to be conveyed to said child, children or descendants equally, per stirpes absolutely

C. In trust and confidence further to collect the rents, issues and profits of all the rest and residue of my estate, other than the three lots devised in Paragraph 3rd b, but including said farm after the determination of the life estate to my said husband and after deducting all charges and expenses thereon, to pay over the net income thereof as follows.

In trust to pay over one half thereof to my daughter Mary Benjamin Wife of Samuel Benjamin for and during the term of her natural life, and from and after her death, to pay said one half of said net income to her child, children or descendants, in equal parts per stirpes until the youngest child of my said daughter Mary shall reach the age of twenty one years, at which time one half of said rest and residue, other than the property devised in Paragraph 3rd b, is to be set apart and divided equally between said child, children or descendants of my said daughter Mary per stirpes absolutely.

(d) In trust and confidence further to pay over the net income of the other one half of said rest and residue other than the property devised in Paragraph 3rd b, as aforesaid, but including said farm after the determination of the life estate to my said husband, to my daughter Josephine Hugg, the wife of William S. Hugg, for and during the term of her natural life,

And from and after her death to pay over said one-half of said net income to her child, children or descendants, in equal parts per stirpes until the youngest child of my said daughter Josephine shall reach the age of twenty one years at which time one half of said rest and residue other than the property devised in Paragraph 3rd, b, is to be set apart

and divided equally between said child, children or descendants of my said daughter Josephine, per stirpes, absolutely.

4th. It being my wish and desire, and I hereby direct that the life estates given in trust for each of my said children shall in no manner be liable for their or either of their debts or engagements, nor shall said life estates or either of them be liable to be sold on execution, nor shall said life estates or either of them be liable to attachment in the hands of my said trustees or the survivor of them.

5th. It being my desire that my estate shall be invested to yield the best income consistent with safety I hereby empower and authorize my said trustees, in their discretion to lease any part of my estate for any term of years, or perpetually, and invest and change investments as he may deem for the best interest of my estate, with power to sell any part of my estate, at public or private sale for the purpose of reinvestment or for the purpose of setting apart the share or shares of any of my grand children or their descendants who shall be entitled to receive the same absolutely; and that without the necessity for any such sale to see to the application of the purchase money.

Lastly, I hereby constitute and appoint Alfred D. Bernard to be the executor of this my last Will and Testament, hereby revoking all former Wills by me made, and declaring this to be my only last Will and Testament.

In testimony of which I have hereunto subscribed my name and affixed my seal in the City of Baltimore this 30th day of January, A. D. Eighteen hundred and ninety-six.

SOPHIA STEUART (SEAL)

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

(SEAL)

RAYMOND P. ALLEN
1113 Mosher St.
HUGH A. NORMAN
861 Harlem Ave.

BALTIMORE COUNTY, SS:

On the 19th day of July 1910, came Mary Benjamin and made oath that she does not know of any Will or Codicil of Sophia Steuart late of said County deceased, other than the above instrument of Writing, and that she found the same among the papers of said deceased on or about the 2nd day of July, 1910 and Testatrix died 13th day of April 1910.

Sworn before the subscriber.

WM. J. PEACH
Register of Wills for Baltimore County

BALTIMORE COUNTY, SS:

On the 26th day of November 1910, came Raymond P. Allen and Hugh A. Norman, subscribing witnesses to the foregoing Last Will and Testament of Sophia Steuart, late of said County, deceased, and made oath that they did see the Testatrix sign and seal this Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory and understanding, and that they 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.

WM. J. PEACH

Register of Wills for Baltimore County

IN THE ORPHANS' COURT OF BALTIMORE COUNTY:

The Court, after having carefully examined the above Last Will and Testament of Sophia Steuart late of Baltimore County, deceased, and also the evidence adduced as to its validity, Orders and Decrees, this 29th day of November 1910, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Sophia Steuart, deceased.

MELCHOR HOSHALL

E. CLINTON TRACEY

H. SEYMOUR PIERSOL

IN testimony that the aforegoing is a true copy taken from "Original" filed and of record in the office of the Register of Wills for Baltimore County.

I hereunto subscribe my name and affix the seal of my office this 9" day of December, A. D. 1910

(SEAL) TEST WM. J. PEACH

Register of Wills for Baltimore County

This Deed, made this twenty-ninth of August, A.D. Nineteen Hundred and four, by John Bowers and Philipina Bowers, his wife, of Baltimore City in the State of Maryland.

Witnesseth that in consideration of four hundred and fifty dollars, the receipt of which is hereby acknowledged, the said John Bowers and Philipina Bowers, his wife do grant and convey unto Sophia Steuart, of Baltimore County, in said State, to her sole and separate use, with full power to her to sell, mortgage or in any manner to dispose of the same without the consent of her present or any future husband, all that tract of land situate in Anne Arundel County, in the State of Maryland, being a part of a tract called Bond's Forest, situate in the Third Election District, near the head of Stony Creek, and described as follows:

BEGINNING for the same in the public road leading from Waterford to Patapsco Neck or Marley Neck, being on the southern slope of a hill, and on the north side of Balt's Branch, and at the end of twenty-eight and one half perches on and in the third line of the conveyance from Edward J. Chairs and wife to William J. Boothe, dated December 28, 1866, and running from thence north 78 degrees east, 20 perches, North 78 and 3/4 degrees East 48 and 2/5ths perches to a bounded sweet gum tree standing on the west side of Balt's branch, which branch runs into the head of Stony Creek; thence running down and bounding on or near said branch North 11½ degrees west, 10½ perches. North 31 degrees west 10½ perches North 31 degrees West 10½ perches to a stake on the west side of a bridge over said branch, North 35 degrees East 6 perches, North 53 degrees East five perches, North 85 degrees east 3 perches, South 45 degrees East 20 perches, North 82½ degrees East 22 and 3/4 perches to a point in said Balt's Branch near a pine tree, thence South 77½ degrees East, five perches to a post on the upland on the East side of said Branch, thence across a ridge, North 71 Degrees East, 10 perches to a post planted in the marsh at the head of Stony Creek, close by a Bounded chestnut sapling, thence around the head of said

marsh and with the tide waters of Stony Creek, South 29 degrees East, 8 perches, South 46 Degrees East, 7 perches, South 40 degrees East, 12¼ perches to a stone heretofore planted as a boundry of the land conveyed by George W. McCubbin and wife to William J. Boothe, by deed dated March 21, 1876, thence running up and bounding on the lines of said conveyance reversely, six courses to the beginning of said last named conveyance, thence on the 5th line of the description in the deed from Chairs and wife to William J. Boothe, reversely, about 46 perches to a stone by the side of the public road leading from Watersford to Patapsco or Marley's Neck, thence running with and bounding on the centre of said public road, North 21 and ½ degrees West, 18 perches North 27 and ¼ degrees West, 15½ perches to the place of beginning.

Containing 25 and ¼ acres of land more or less.

Being the same lot described in a deed from Edward Jackson and wife to the said John Bowers, Philipina Bowers and Philipina Klug, dated May 18, 1900, and recorded among the land records of Anne Arundel County in Liber G.W. No. 17 folio 330 &c. See also deed from Philipina Klug and husband to said John Bowers and wife, dated March 29, 1902, and recorded among said land records in Liber G.W. No. 25, folio 17 &c.

To have and to Hold the gound and premises above described, together with the improvements thereon, and the rights, ways, waters, privileges and advantages thereto belonging or in any wise appertaining, unto the said Sophia Stewart, her heirs and assigns forever in fee simple, to her sole and separate use, with full power as hereinbefore expressed.

And the said grantors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

Witness their hands and seals.

TEST: JOHN BOWERS (SEAL)

RICHARD D. PUE PHILIPINE BOWERS (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 29th day of August A.D. 1904, before the subscriber, a Notary Public of the State of Maryland, in and for said City, duly commissioned and qualified, personally appeared John Bowers and Philipina Bowers, his wife, and each acknowledged the foregoing deed to be their respective act.

WITNESS MY HAND AND NOTARIAL SEAL

(SEAL) RICHARD B. PUE Notary Public

RICHARD BERNARD and ALFRED D. BERNARD, Trustees under the Will of SOPHIA R. STEWART, late of BALTIMORE COUNTY, deceased.

VS.

ALFRED D. BERNARD, Executor of the Last Will and Testament of the said SOPHIA R. STEWART (called in said Bill Sophia Stewart) CHARLES C. SCHERER and ANNIE E. SCHERER, his wife, et al

IN THE CIRCUIT COURT
NO. 2 OF
BALTIMORE CITY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Mary Benjamin and Samuel Benjamin, her husband, JOSEPH BENJAMIN and EDNA BENJAMIN,

his his wife, SAMUEL BENJAMIN and ANNA BENJAMIN, his wife, ELIZABETH ROTH and AUGUST ROTH her husband, defendants, now and at all times hereafter saving and reserving unto themselves and each of them all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties and other imperfections in the said Complaint, amends Bill of Complaint contained, nevertheless answering the same, or so much thereof as these defendants are advised is or are material or necessary to be answered, say:-

1. Answering the first paragraph of said Bill these defendants say, that they admit the death of Sophia R. Stewart (called in said Bill Sophia Stewart) as charged, And further answering said paragraph they say that they have no such particular information of the matters therein, averred as will enable them to admit or deny the same and they therefore require strict proof thereof.

2. They admit that a paper writing purporting to be the last will and testament of Sophia R. Stewart (called in said Bill Sophia Stewart) was admitted to probate as such as in said paragraph alleged.

3. Answering the third paragraph of said Bill these defendants say they admit the matters therein stated.

4. Answering the fourth paragraph of said Bill of Complaint these respondents say, that they are advised that what pruported to be an inventory, of the personal estate of the deceased was returned to the Orphans' Court of Baltimore County but that your respondents deny that said inventory was a full or complete inventory of the personal property of the said deceased but on the contrary charge and aver that it was an impartial and incomplete inventory of her personal property and estate. As to the other matters alleged in said paragraph these defendants have no such knowledge as will enable them to either affirm or deny them.

5. Answering the fifth paragraph of said Bill of Complaint these defendants admit that Alfred D. Bernard Executor sold a portion of the personal property of the said deceased but as to the other matters in said paragraph set forth these respondents have no direct knowledge theeof and neither deny nor admit the same but insofar as they are relevant required that they be proved.

6. Answering the 6,7,8,9 10 and 11th paragraphs of the said Bill of Complaint your respondents are advised that the averments thereof constitute inferences of law and rest upon the construction of the said last will and testament of Sophia R. Stewart therein referred to and that your respondents in nowise admit nor concede the soundness of such inferences. Further answering said paragraph your respondents admit the death of Thomas R. Stewart as alleged in the 7th paragraph, and the death of Josephine Hugg as alleged in the 9th paragraph.

7. Answering the 12th paragraph of said Bill of Complaint these respondents say that they admit that the deceased died seized and possessed of all the real property therein particularly mentioned and described, and further answering say that the said Sophia Stewart was in truth and fact the owner of other real estate than the therein described which she had been induced through the fraud and covin of the said Charles Scherer during her life time to convey to him.

And further answering said paragraph these respondents say that the inventory referred to therein does not include all the personal estate of the said Sophia R. Stewart but

that the said estate includes a large indebtedness to the said decedent by Charles C. Scherer for money gotten by him from the said decedent during her lifetime.
Further Answering said paragraph these respondents deny that any of the property of the said Sophia R. Stewart is encumbered by any bona fide mortgage or lien to Charles C. Scherer and they charge and aver that the said Sophia R. Stewart was not during her lifetime indebted to the said Charles C. Scherer in any sum whatsoever and that the mortgages referred to in said paragraph were not made by the said Sophia R. Stewart when she was capable of executing a valid deed or contract but that they were procured through the fraud and undue influence of the said Charles C. Scherer exercised and practised upon the said Sophia R. Stewart.

8. Answering the 13th paragraph of said Bill of Complaint these respondents say that they admit that the said Sophia R. Stewart died siezed of the reversionary interests in four lots of ground with the right to collect the annual rents therefrom as set forth in said paragraph and that said lots were obtained by deed from Barbara Ellerbrodt dated January 30, 1896 and recorded among the Land Records of Baltimore City in Liber R.O. No. 1601, folio 167 &c. They further admit that she died seized and possessed of the other land referred to in said paragraph and admit that there are on record and against the same certain mortgages but they say that they are credibly informed and therefore charge and aver that said mortgages are without consideration and were procured by the fraud and covin of the said Charles C. Scherer.

9. Answering the 14th paragraph of said Bill these respondents say that they have no particular knowledge of the matters and facts therein stated and therefore neither admit nor deny the same but require that they be strictly proved insofar as they may be relevant to the issues of this case.

10. Answering the 15th paragraph of said Bill these respondents admit the matters therein averred.

11. Answering the 16th paragraph of said Bill these respondents admit that Mary Benjamin has paid no rent for the property known as 500-502 South Broadway in the City of Baltimore since the death of the said Sophia R. Stewart (called in said Bill Sophia Stewart) and further answering say that at the time of the death of the said Sophia R. Stewart, she was indebted to the said Mary Benjamin in an amount greatly exceeding any rent then due to her for said premises.

12. Answering the 17th paragraph of said Bill your respondents neither admit nor deny the averments thereof.

Having fully answered the said Bill of Complaint these respondents pray to be hence dismissed with their proper costs, etc.

MARY BENJAMIN

T. SCOTT OFFITT
Attorney for Respondents

RICHARD BERNARD, et al &c.	:	In The CIRCUIT COURT No. 2
VS.		
ALFRED D. BERNARD, Executor, et al	:	OF BALTIMORE CITY
	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Alfred D. Bernard, Executor of the Last Will and Testament of Sophia

Steuart, to the Bill of Complaint of Richard Bernard and Alfred D. Bernard, Trustees under the Will of the said Sophia Steuart, filed against him and others in this cause, respectfully shows.

1. That this Respondent admits all the matters and facts set out in said Bill of Complaint.

2. Further answering this Respondent avers that he has filed in the Orphans Court of Baltimore County, his First Administration Account, from which it will appear that he has overpaid the Estate of his Decedent to the extent of Eight Hundred and Seventy-eight Dollars and five cents.

3. That it further appears from said Account, that there remains due and owing to his Decedent's Estate, secured by Mortgagee not yet due $4500., besides twenty shares of stock of the Baltimore and Belair Electric Railway Company, appraised at $500. which has been offered at Public sale and an offer of $300 refused therefor at the instance of Mrs. Mary Benjamin, one of the Defendants in this cause. And this Respondent filed herewith as part of this answer, a duly certified copy of his said Administration Account, marked Respondent's Exhibit A.D.B. No. 1.

4. Further answering, this Respondent submits to the jurisdiction of this Honorable Court, hereby tendering himself ready and willing at all times to fully account for all money and property coming into his hands, and dispose of the same in accordance with the orders thereof.

AND AS IN DUTY, &C.

ALFRED D. BERNARD, Executor
ALFRED D. BERNARD, Solicitor

RICHARD BERNARD and
ALFRED D. BERNARD,
Trustees

vs.

ALFRED D. BERNARD,
Executor, et al

IN THE
CIRCUIT COURT NO. 2 OF
BALTIMORE CITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Charles G. Scherer and Anna E. Scherer, his wife, two of the defendants to the Bill of Complaint filed in the above entitled case, answering say:

FIRST: They admit the allegations of the first, second, third, fourth and fifth paragraphs of said Bill, and that the Will marked, Complainant's Exhibit "A"., is the Last will of Sophia Stewart, deceased, and that the provisions of said will are substantially as set out in the sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, and thirteenth paragraphs of said Bill of Complaint.

SECOND: And answering more particularly the seventh paragraph of said Bill, these defendants say that the deceased testatrix was in her lifetime indebted to her son Charles C. Scherer in a very large sum of money, approximately at one time Twenty-Four Thousand (24,000) Dollars, the amount of which was reduced before her death;
That is is true that the property referred to in the Bill as having been acquired by Sophia Stewart from Jacob Weber and wife was by her mortgaged to the respondent, Charles C. Scherer, to secure a loan for the amount stated in said mortgage, the original of which is filed with this answer as Respondent's Exhibit "Scherer No. 1" and prayed to be taken as part of this answer.

That it is also true that the deceased in her lifetime executed to said respondent three mortgages upon the property owned by her on South Broadway, Baltimore City, known as Nos. 500 and 502, and referred to in Complainant's Bill, to secure an indebtedness due from said deceased to this respondent, Charles C. Scherer, which are herewith filed as Respondent's Exhibits marked "Scherer No. 2, 3 and 4." and prayed to be taken as a part of this bill, That two of said mortgages, one for Eleven Thousand (11,000) Dollars and the other for Four Thousand (4,000) Dollars, are executed under the following circumstances. That the deceased, the said Sophia Scherer, mother of this respondent, being possessed, of said properties on South Broadway, Baltimore, leased the same to respondent for a number of years at and for the sum of Eighteen Hundred (1800) Dollars per annum, payable monthly. That the said respondent was during the time of the lease doing a very large and prosperous business, carrying a heavy stock of house furnishings goods, when the deceased proposed to raise the rent to Two Hundred (200) Dollars a month instead of One Hundred and Fifty (150) Dollars a month as he had been paying, which this respondent was unwilling to pay.

That thereupon the said deceased proposed to said respondent to buy out his entire stock of goods, which was agreed upon between them, at and for the sum of Fifteen Thousand (15000) Dollars,and subsequently thereto the said deceased, rented the premises to her daughter Mary Benjamin at the rate of Two Hundred (200) __ per month. That in payment of said stock of goods, said deceased gave to this respondent, two mortgages bearing 5 per cent interest, one in the sum of Eleven Thousand (11,000) Dollars and another in the sum of Four Thousand (4000) Dollars, each, with interest notes, which are two of the mortgages referred to in Complainant's Bill, That this transaction took place in the year 1905, and the said Sophia Stewart paid the interest on said mortgages and took up the interest notes regularly during her lifetime. That checks in payment of said interest notes were uninformly drawn by the book-keeper of her daughter, the said Mary Benjamin, who was privy to all transactions, and signed by the said Sophia Stewart. That this respondent now holds a note of Sophia Stewart for $7,000, and the following sums have been paid towards the principal thereof, to wit, August 25, 1909, $4,000-March 10, 1908 $1500-March 15, 1910, $1000-also a note for $4,000. and the following sums have been paid on account of the principal thereof to wit, September 3, 1907, $1000- and November 19, 1907, $1000. He also holds a note of the said Sophia Stewart for $2000 and a note for $11,000, all of which said notes are secured by mortgage. That the said Sophia Stewart never disputed the indebtedness in her lifetime, and this respondent claims that the mortgages given to secure said indebtedness are valid liens upon the respective properties covered by them, and that he is entitled to have the same enforced.

THIRD: And more particularly answering the ninth paragraph of said Bill, these defendants admit the death of said Josephine Hugg before her mother leaving no child, children or descendants surviving her, and that as to the portion of the estate so intended by the said Sophia Stewart for the benefit of her daughter, Josephine Hugg and children, she died intestate, and this defendant, Charles C. Scherer and his sister Mary Benjamin are heirs thereto, and entitled to have the same so distributed.

FOURTH: These respondents neither admit nor deny the allegations of the fourteenth paragraph of Complainant's Bill.

FIFTH: They admit the statements in the fifteenth paragraph as to the names and ages of the children of these respondents to be correct.

SIXTH: They are not advised as to the matters contained in the Sixteenth paragraph, and neither admit nor deny the same.

SEVENTH: They consent to the jurisdiction of this Court in the premises, and that the trusts may administered so far as it may be possible under the direction of this Court, but this defendant, Charles C. Scherer, insists that the indebtedness of the deceased to him and the obligation to discharge the same is superior to the execution of any trust provided for in the will of the said Sophia Stuart. And this respondent prays that if the personal assets of the estate of the said Sophia Stewart to pay her indebtedness be insufficient, that then a decree may be passed by this Court for the sale of the respective properties covered by the mortgages held by this respondent, and that this respondent be paid out of the proceeds of the sale the amount now due him with interest thereon.

CHARLES C. SCHERER

D. G. McINTOSH, Atty for
CHARLES C. SCHERER and
ANNA E. SCHERER.

BERNARD, et al, etc.
vs.
BERNARD, etc, et al

IN THE
CIRCUIT COURT NO. 2
OF
BALTIMORE CITY

To the Honorable, The Judge of Said Court:

The Answer of Joseph Edward Scherer, Marie Catherine Scherer, Sophia Catherine Scherer, Catherine Scherer, Margaret Louise Scherer, Genevieve Louise Scherer, Charles Joseph Scherer, Anna Louise Scherer, and Helen Mildred Scherer the Infant Defendants named in the Bill of Complaint in this Court against them exhibited, by RICHARD H. WORTHINGTON duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That these Defendants being Infants under the age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, &c.,

Richard H. Worthington
Guardian ad Litem.

RICHARD BERNARD & ALFRED D. BERNARD, Trustees, &c.
VS.
ALFRED D. BERNARD, Executor, &c.

IN THE
CIRCUIT COURT NO. 2 OF
BALTIMORE CITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Richard Bernard and Alfred D. Bernard Trustees under the Will of Sophia Steuart, Late of Baltimore County, deceased, respectfully shows:

That in pursuance of the power and authority in them vested by said will, filed in these proceedings, they have agreed to sell at private sale unto George M. Oppel, subject to the approval of this Honorable Court, at and for the sum of Four Hundred and Fifty

Dollars, all tha_ lot or parcel of land situate in Anne Arundel County with the improvements thereon, containing twenty five and a quarter acres, more or less, and which is described in a deed from John Bowers and wife to the said Sophia Steuart, dated August 29th, 1904, and recorded among the Land Records of Anne Arundel County, in Liber G. W. No. 38, Folio 54 &c, and filed with the Bill of Complaint in these proceedings as Complainants Exhibit C.

That said sale is made for the purpose of reinvesting the proceeds, said Will providing for a sale by said Trustees for that purpose

That the income from said property is insufficient to pay the Taxes and insurcance thereon; therefore said sale is advantageous to the Trust.

Wherefore said Trustees pray your Honor to ratify and confirm said sale after the publication of the usual Order Nisi.

And as in duty &c.

RICHARD BERNARD
ALFRED D. BERNARD Trustees

RICHARD BERNARD, Solicitor
for Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, S.S.

I hereby certify that on this 9th day of May, 1912, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Richard Bernard, one of said Trustees, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true, and that said sale was fairly and bona fide made.

Witness my hand and Notarial Seal.

(SEAL) MARK O. SHRIVER, JR. NOTARY PUBLIC

STATE OF MARYLAND, CITY OF BALTIMORE, S.S.

I hereby certify that on this 13th day of MAY, A.D. 1912, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared John F. Williams and Bruner H. Anderson, and made oath in due form of law that they are dealers in Real Estate and know the property mentioned in the foregoing Report of Sale, and believe that the amount set forth therein is a full price for said property, and that said sale as made by the Trustees in said Report mentioned, is advantageous to their Trust.

Witness my hand and Notarial seal.

(SEAL) CHARLES H. QUIGLEY NOTARY PUBLIC

RICHARD BERNARD, et al Trustees
vs.
ALFRED D. BERNARD, Executor, et al

IN THE
CIRCUIT COURT No. 2 OF
BALTIMORE CITY
May 14th TERM, 1912

ORDERED, that the private sale of the property mentioned in these proceedings, made and reported by RICHARD BERNARD and ALFRED D. BERNARD Trustees, under the will of Sophia Steuart late of Baltimore County, deceased be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of June 1912, provided a copy of this Order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 7th day of June 1912.

The report states the amount of private sale to be $450.00

True Copy Test:

John Pleasants Henry D. Harlan

THE DAILY RECORD

Baltimore, May 29th 1912

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of RICHARD BERNARD, et al &c vs. ALFRED D. BERNARD, &c was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 7th day of June, 1912

First insertion May 15th, 1912

THE DAILY RECORD

Per FRANK T. WALLACE

ORDERED by the Circuit Court No. 2 of Baltimore City, this 15th day of June, 1912, That the private 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 order nisi passed in said cause;and the Trustees are allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

H. Arthur Stump

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint, filed June 17, 1911; Complainants Exhibit "A" filed June 17, 1911; Complainants Exhibit "C" filed June 17, 1911; Answer filed July 28, 1911; Answer filed August 15, 1911; Answer filed August 17, 1911; Answer of Richard H. Worthington, Guardian Ad Litem, filed August 21, 1911; Report of Sale filed May 14, 1912; Order Nisi signed May 14, 1912; Certificate of Publication filed June 15, 1912; Final Order ratifying and confirming Sale signed June 15, 1912.

now on file in this office in the cause therein entitled: RICHARD BERNARD & ALFRED D. BERNARD, Trustees, etc.-vs-ALFRED D. BERNARD, Executor, etc. et al.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 7th day of August A.D. 1945

(COURT SEAL) John S. Clarke, Clerk.

Filed August 22" 1945.

Frank Scarano, Plaintiff.	:	IN
Vs.	:	The CIRCUIT COURT
Anthony Scarano, Jerry Scarano, Michael	:	
Scarano, Carmela Scarano, adults, Loretta	:	For
Scarano, a minor, Michelina Scarano Fusilli,	:	
adult, Pasquina Aulisi, Annina Aulisi	:	ANNE ARUNDEL COUNTY
Laurenzo Aulisi, all minors,	:	
Defendants.	:	No. 8776 Equity.

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your orator, complaining, says:

1. That Michael Scarano, of the City of Washington, District of Columbia, died intestate in the District of Columbia on December 28, 1938, seized and possesed of a certain lot of ground and a frame bungalow thereon in Anne Arundel County, designated as Lot No. 7 in Block 41 as shown on a Plat of North Beach Park, being the same property which was conveyed to him, the said Michael Scarano, by Gibbs L. Baker and wife, by deed dated April 12, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 108, folio 209, a certified copy of which deed is filed herewith as a part hereof, marked "Plaintiff's Exhibit A".

2. That the said Michael Scarano left surviving him as his heirs-at-law and next of kin the following: Frank Scarano, the plaintiff, who is a brother of said decedent; Anthony Scarano, Jerry Scarano and Michael Scarano, adult nephews of the said decedent; Carmela Scarano, adult niece of said decedent, and Loretta Scarano, infant niece of said decedent, all of them being children of Sebastian Scarano, deceased brother of the said Michael Scarano, and all of whom are non-residents of the State of Maryland, and who reside at 4306 250th Street, Little Neck, Long Island, New York; Michelina Scarano Fusilli, adult sister of the said Michael Scarano, residing in Foggia, Italy, and Pasquina Aulisi and Annina Aulisi, infant neices, and Laurenzo Aulisi, infant nephew, all children of Lauretta Scarano Aulisi, deceased sister of the said Michael Scarano, all residing in Foggia, Italy.

3. That said property is not susceptible of division in kind among the numerous heirs, without loss to them, and because of the fact that most of the heirs are non-residents, and some live in a foreign country, it is impractical to do anything with the property, other than to sell it, that in its present condition the respective interests of the many heirs are not of any benefit or value to them, and it would be to the best interest of all of the parties concerned to have said property sold, and to have the proceeds divided among them, according to their respective interests.

4. That in view of the fact that a number of the defendant heirs are minors, their interests in said property cannot be sold without the aid of this Court, and it will be necessary that guardians ad litem be appointed to represent said infant defendants and to answer for them.

5. That the aforesaid property has been sold under a contract of sale to Edward H. Roach for the sum of $3200, subject to a real estate agent's commission, and subject to

the approval of this Court.

6. That there has been no administration of the estate of the said Michael Scarano in the Orphans Court for Anne Arundel County, and it is necessary that a Notice to Creditors be issued, giving notice to any creditors to file any claims that they may have against the said Michael Scarano.

7. That an order of publication issue against the said non-resident adult and infant defendants.

To the end, therefore,

(a) That a decree may be passed appointing a trustee to sell said property, at private sale, to be ratified by this Court and to convey said property to the purchaser by a good and merchantable title, and to distribute the proceeds of said sale, under the direction of this Court, according to the respective interests of the parties to this suit.

(b) That an order of publication issue against said non-resident adult and minor defendants, hereinbefore named.

(c) That a Notice to Creditors issue, giving notice to creditors of said Michael Scarano to file their claims, if any, in these proceedings within the time fixed by said notice.

(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 order of publication giving notice to the said non-resident defendants, Anthony, Jerry, Michael, Carmela and Loretta Scarano, residing at 4306 250th Street, Little Neck, Long Island, New York, and to Michelina Scarano Fusilli, Pasquina Aulisi, Annina Ausili and Lauretta Ausili, residing in Foggia, Italy, 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.

Benjamin Michaelson — Frank Scarano

Solicitor for Plaintiff. — Plaintiff.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 21 day of August, 1944, before me the subscriber, a Notary Public of the District of Columbia in and for the City of Washington, personally appeared Frank Scarano, and he made oath in due form of law that the matters and things set forth in the foregoing bill of complaint are true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — Joseph Curto

Notary Public.

Filed Aug. 22" 1944.

"PLAINTIFF'S EXHIBIT A"

NORTH BEACH PARK. THIS DEED, made this 12th day of April, 1933, by and between Gibbs L. Baker and Caroline P. Baker, his wife, of the City of Washington, District of Columbia, parties of the first part, hereinafter called "Grantors"; and Michael Scarano of Washington, D.C. party of the second part, hereinafter called "Grantee".

WITNESSETH: That for and in consideration of the sum of Nine Hundred and no/100

($900.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantors, do hereby grant and convey unto the said Grantee his heirs successors and assigns, in fee simple, all those lots or parcels of ground located in Anne Arundel County, Maryland, in the development known as "North Beach Park, a Re-division of Holland Point Addition to North Beach", which are designated as Lot 7 of Block 41, according to the plat of said "North Beach Park, a Re-division of Holland Point Addition to North Beach", duly recorded among the Plat Records of Anne Arundel County, in Liber W.N.W. No. 2, folios 30 and 70.

BEING a portion of the same property which was conveyed unto John W. Hayes and Gibbs L. Baker by Matthew Lyons, Bachelor, by deed dated March 6, 1922, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 54, folio 273, in which deed further reference is given to the chain of title to said property. The complete fee simple title to said property having become vested in said Gibbs L. Baker by deed from John W. Hayes and wife, Ridgely P. Melvin and wife and Gibbs L. Baker and wife, dated May 8, 1925, and duly recorded among said Land Records.

TOGETHER with the buildings and improvements thereon, and all of the rights and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Michael Scarano his heirs, successors and assigns, in fee simple,

Subject, However, to the following covenants, conditions and restrictions, which shall be taken and construed as running with the land and forming a part of the consideration.

1. No more than one dwelling house shall be erected on any one lot and such dwelling shall not cost less to build than one thousand dollars.

2. No business of any kind, class or description shall be conducted on said premises without the written permission of the said Gibbs L. Baker, no spiritous or malt liquors shall be made, sold or kept for sale on the premises; no nuisance, or offensive, noisy, or illegal trade shall be permitted on the premises; no building shall be erected within twenty feet of the front line of said property.

3. Said property, or any building erected thereon, shall not be occupied by any negro or colored person or any person of negro extraction, or any person of African Descent.

4. The property conveyed is described, defined, and limited by the lot and block number of the subdivision known as "North Beach Park, A Re-division of Holland Point Addition to North Beach", as filed and recorded in the Land Records of Anne Arundel County, Maryland, aforesaid.

5. Any alterations, erasures, or interlineations shall render this deed null and void, unless and except the alterations, erasures, or interlineations shall be initialed by one of the grantors.

And the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness: Irene Chute — GIBBS L. BAKER (SEAL)

S. C. Gentry — CAROLINE P. BAKER (SEAL)

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, SS:

I, S. A. Gentry, a Notary Public in and for the District of Columbia, Do Hereby Certify that Gibbs L. Baker and Caroline P. Baker, his wife, parties to a certain Deed bearing date on the 12th day of April, 1933, and hereto annexed, personally appeared before me in said District, the said Gibbs L. Baker and Caroline P. Baker, his wife, being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

Given under my hand and Notarial seal this 12th day of April, A.D. 1933.

(NOTARIAL SEAL) S. A. Gentry

My Commission expires July 15, 1936. Notary Public, District of Columbia.

Recorded April 28, 1933 at 3 P.M.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 108, folio 209, one of the Land Record Books 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 14th day of August, A.D. 1944.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Aug. 22" 1944.

ORDER OF PUBLICATION

The object of this suit is to obtain a decree for the sale of the real estate mentioned in these proceedings.

The Bill of Complaint states in substance that Michael Scarano, of Washington, D.C. died intestate on December 28, 1938, seized and possessed of a lot of ground and improvements situated at North Beach Park, Anne Arundel County, Maryland, being the same property conveyed to him by Gibbs L. Baker and wife, by deed dated April 12, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 108, folio 209; that the said Michael Scarano left surviving him as his heirs-at-law and next of kin the following: a brother Frank Scarano, also Anthony Scarano, Jerry Scarano, Michael Scarano Carmela Scarano, Loretta Scarano, all children of a deceased brother, Sebastian Scarano, all residing in the State of New York; Michelina Scarano Fusilli, adult sister of Michael Scarano, residing in Foggia, Italy, and Pasquina Aulisi, Annina Aulisi, Laurenzo Aulisi, minor children of Lauretta Scarano Aulisi, deceased sister of Michael Scarano, and all residing in Foggia, Italy; that said property is not susceptible of division in kind among the heirs, and it would be to the best interest of all of them to have the property sold, and the proceeds distributed according to their respective interests; that said property has been sold under a contract of sale to be ratified by the Court; that there has been no administration of the estate of the said Michael Scarano in the Orphans Court for Anne Arundel County, that a Notice to Creditors be issued, that guardian ad litem be appointed to represent the minor defendants, and that said property be sold at private sale by a trustee to be appointed by the Court.

It is thereupon this 22" day of August, 1944, by the Circuit Court for Anne Arundel County in Equity ordered that the plaintiff, by causing a copy of this order to be in-

serted in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 23" day of September, 1944, give notice to the said non-resident defendants, Anthony Scarano, Jerry Scarano, Michael Scarano, Carmela Scarano, Loretta Scarano, Michelina Scarano Fusilli, Pasquina Aulisi, Annina Aulisi, Laurenzo Aulisi, of the object and substance of this bill, warning them to be and appear in this Court, in person or by Solicitor, on or before the 9" day of October, 1944, to show cause, if any they may have, why the relief prayed for herein should not be granted.

John H. Hopkins, 3rd., Clerk.

Filed August 22" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., Sept. 21, 1944

We hereby certify, that the annexed Order of Publication Eq #8776 - Frank Scarano was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of September, 1944. The first insertion being made the 24th day of Aug., 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. P. White

Filed Oct. 25" 1944.

Frank Scarano Plaintiff

vs.

Anthony Scarano, et. al. Defendants

No. 8776 Equity

In the Circuit Court For

Anne Arundel County.

Petition for decree pro confesso and to appoint guardian ad litem and Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Benjamin Michaelson, Solicitor for the Plaintiff in the above cause, respectfully represents:

1. That an order of publication was duly issued by this Court giving notice to the non-resident defendants, mentioned therein, to be and appear in this Court in person or by Solicitor on or before the 9th day of October, 1944, as will appear by the Certificate of Publication filed herein.

2. That none of the said non-resident defendants has appeared, nor has any of them filed an answer to the Bill of Complaint, filed herein.

3. That, under the circumstances, the plaintiff is entitled to a decree pro confesso against the adult non-resident defendants.

4. That, it is necessary for this Court to appoint a guardian ad litem to answer for the non-resident minor defendants, who cannot legally answer for themselves.

Wherefore your petitioner prays this Court to pass a decree pro confesso against the aforesaid adult non-resident defendants, and further to appoint a guardian ad litem to answer for the said non-resident minor defendants.

And as in duty bound, etc.

Benjamin Michaelson

Solicitor for Plaintiff

Filed Oct. 25" 1944.

ORDER OF COURT

Upon the foregoing petition it is hereby ordered this 31st day of October, 1944,

by the Circuit Court for Anne Arundel County that the Bill of Complaint in the foregoing cause be, and the same is hereby taken pro confesso against the adult non-resident defendants, Anthony Scarano, Jerry Scarano, Michael Scarano, Carmela Scarano and Michelina Scarano Fusilli; and it is hereby further ordered that Emanuel Klawans be appointed Guardian Ad Litem for the said non-resident minor defendants, Loretta Scarano, Pasquina Aulisi, Annina Aulisi and Laurenzo Aulisi.

Ridgely P. Melvin Judge

Filed Oct. 31" 1944.

ANSWER OF GUARDIAN AD LITEM.

To The Honorable, The Judges of said Court:

The answer of Emanuel Klawans as guardian ad litem for Loretta Scarano, Pasquina Aulisi, Annina Aulisi, and Laurenzo Aulisi, to the bill of complaint filed against them in the above cause, respectfully shows:-

1. That being infants they can neither admit nor deny the allegations made in the bill of complaint, and they submit their rights to the decision of this Court.

And having fully answered the bill of complaint they pray to be hence dismissed with their costs.

And as in duty bound, etc.

Emanuel Klawans
Guardian ad litem

Filed Dec. 20" 1944.

Frank Scarano, vs. Anthony Scarano, et al.

No. 8776 Equity
In The Circuit Court For
Anne Arundel County

TESTIMONY ON BEHALF OF THE PLAINTIFF.

PRESENT:- Mr. Benjamin Michaelson, Solicitor for Plaintiff.
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.
Decree Pro Confesso Oct. 31, 1944

WITNESSES:- Frank Scarano, ---------- 2 to 4
Jane Scarano, ---------- 5 to 6
J. Bruce Lyons, Sr., -------- 7
J. Bruce Lyons, Jr., -------- 8

Frank Scarano, the Plaintiff, being first duly sworn, deposes and says:-

(Michaelson)

L. State your name, occupation and residence?

A. Frank Scarano, barber, I live 2206 37th Place S. E., Washington, D.C.

2. Do you know Michael Sarano, who was he?

A. Yes, he is my brother, he is dead.

3. When did he die?

A. He died December 28th, 1938.

4. Where was he living at the time he died?

A. 310-K st., N.E., Washington, D.C.

5. Did he leave a will?

A. No, he died intestate.

6. Did he leave any relatives or heirs at the time of his death?

A. Yes.

7. Can you name them?

A. Certainly, they are,

1. Frank Scarana, a brother,

2. Anthony Scarano, Jerry Scarano, Michael Scarano, adults, nephews of Michael, Carmela Scarano, niece of Michael, who is an adult, Loretts Scarano, an infant, niece of Michael, all being children of a deceased brother Sebastian, all of whom live on Long Island in New York.

3. Michelina Scarano Fusilli, adult sister of said Michael, deceased, who resides in Goggia, Italy. Her husband's name is Francisco Fusilli, he is living.

4. Pasquina Aulisi, Annina Aulisi, nieces, and infants, Laurenzo Aulisi, infant, nephew, all the children of a deceased sister Lauretta Scarano Aulisi, and all reside in Foggia, Italy.

8. The heirs you have named as being the heirs of Michael Scarano are all of his heirs?

A. That's all, nobody else.

9. Your father and mother are dead?

A. They died a long time ago.

10. At the time your brother Michael died what real estate did he own in Anne Arundel County?

A. A bungalow at North Beach Park and lot of ground.

11. I hand you a certified copy of a deed dated April 12th, 1933 and filed here with as Examiner's Exh. A, look at that and state what it is?

A. This is a deed for the property, he built, and the lot at North Beach Park which he owned at the time of his death.

--------Filed as Exam. Exh. No. 1

12. Lot No. 7 in Block 41 on Plat of North Beach Park from Gibbs Baker and wife to Michael Scarano?

A. That's right.

13. What does this property consist of?

A. A lot of ground and bungalow, one story with three bedrooms, kitchen, living room and porches and toilet.

14. No cellar?

A. No.

15. Just used for Summer recreation purposes?

A. Yes.

16. This property has been sold through a real estate office subject to the approval by the Court?

A. That's right.

17. To whom was it sold?

A. Father Edward H. Roach for $3200.

18. Do you think that is a fair price?

A. Certainly.

19. Are you satisfied for it to be sold at that price?

A. Yes I am satisfied already.

20. You think it is to the best interest of all the heirs to have it sold?

A. Best to sell it because the others could not come over here and share it with me.

21. The property cannot be divided among all the heirs without damaging or injuring it?

A. That's right.

22. You are asking the Court to ratify and approve this sale so those who are entitled to the proceeds may be able to get it in due time?

A. Yes.

23. Your brother's estate was not administered in Anne Arundel County?

A. No. There was administration in Washington, D.C. I was made the Administrator March 6th, 1939.

24. When was your brother's estate completed?

A. When the house in Washington was sold. Two or three years ago.

To the general question under the rule the witness says:-

A. I think that's all.

Frank Scarano.

Jane Scarano, a witness of lawful age, being first duly sworn, deposes and says: (Michaelson)

1. State your name?

A. Jane Scarnao.

2. You are the wife of Frank Scarano who just testified?

A. Yes.

3. Did you know Michael Scarano?

A. Yes, he was my husband's brother, he lived with us.

4. When did he die?

A. December 28th, 1938.

5. Was he single or married at the time of his death?

A. Single.

6. What heirs did he leave surviving him at the time of his death?

A. He left his brother, Frank Scarano,

his sister, Michelina Fusilli, both adults,

and the children of his deceased brother Sebastian who died before Michael did,

and the children of a deceased sister, Loretta Scarano Aulisi, who died before Michael died.

7. Name the children of Sebastian?

A. Anthony (Tony) Jerry, Michael, Carmela, they are all adults and Loretta who is an infant.

8. Name the children of Loretta Scarano Aulisi who is deceased?

A. Pasquina Aulisi Annina Aulisi Laurenzo Aulisi these are all infants.

9. What property did Michael Scarano own in Anne Arundel County at the time of his death?

A. Just the cottage at North Beach Park.

10. Will you describe it?

A. Just a wood bungalow, no cellar, 5 rooms and bath, closed in porch on front and open one on back.

11. Is it on the water?

A. Yes, it's -- about 25 feet on the Bay, also has a pier.

12. This property has been sold subject to approval by the Court?

A. Yes.

13. To whom was it sold?

A. Father Edward H. Roach.

14. For how much money?

A. $3200.

15. Are you satisfied to have the property sold?

A. Sure, I have nothing to do with it.

16. Do you think it would be to the best interest and advantage of all the parties interested to have this property sold?

A. Yes, that's the only way out.

17. Was there any administration in Washington on your brother-in-law's estate?

A. Yes, my husband was Administrator.

18. There was not any in Anne Arundel County?

A. No, there was not.

To the general question under the rule the witness says:-

A. No.

Jane Scarano

J. Bruce Lyons, Sr., a witness of lawful age, being first duly sworn deposes and says:- (Michaelson)

1. State your name and residence?

A. J. Bruce Lyons, Sr., North Beach Park, Anne Arundel County, Md.

2. You have bought and sold property in that vicinity over how long a period of time?

A. Last ten or twelve years.

3. Are you familiar with property values in that part of the county?

A. I would say I was.

4. Do you know the property that formerly belonged to Michael Scarano in North Beach Park?

A. Very well.

5. What does that property consist of?

A. It is a corner lot at the upper end of the development with a bungalow on it.

6. What size is the bungalow?

A. I would say, including the porch, it is about 30X24.

7. What, in your opinion, would be the fair market value of that property?

A. Around $3,000 to $3200, something of that sort.

8. Is it the kind of property that could not be divided up among a number of heirs?

A. Not very well.

9. Would it have to be sold as a unit?

A. I would certainly think so.

To the general question under the rule the witness says:

A. No.

J. Bruce Lyons Sr.

James Bruce Lyons, Jr., a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson)

1. State your name and residence?

A. James Bruce Lyons, Jr., North Beach Park.

2. Are you familiar with property values in that vicinity?

A. Yes.

3. Have you helped your father sell any property down there?

A. I have been buying property down there, I am familiar with values.

4. You know the property that belonged to Michael Scarano while he lived?

A. Yes.

5. What did that consist of?

A. Small bungalow on one lot, no outbuildings. I have been in the house I think it may have two bedrooms, not more than that, great/big living room and small kitchen, one story affair.

6. What do you think would be a fair market value for this property?

A. Around $3,000.

7. Is it the kind of property could be divided among a number of heirs?

A. It is not big enough for more than one family, hardly be enough for that, it could not be divided in kind.

To the general question under the rule the witness says:-

A. No.

James Bruce Lyons Jr.

There being no other witnesses to be called on behalf of the Plaintiff, and no further testimony desired at this time, this testimony is now closed, and, at request of Plaintiff's solicitor, is returned to the Court.

Witness my hand and seal this 8th day of March 194_

Jno. S. Strahorn (SEAL)

Examiner.

Filed March 8" 1945.

DECREE FOR SALE.

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

It is thereupon this 22nd day of March, 1945, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold at private sale, that Benjamin Michaelson be, and he is hereby, appointed trustee to make said private sale to Edward H. Roach, and that the course 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 and a surety or sureties to be approved by this Court in the penalty of Thirty-five Hundred Dollars ($3500.00) 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 the private sale to Edward H. Roach for the cash sum of Thirty-two Hundred Dollars ($3200.00), 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 affidavit of the truth thereof and of the fairness of said sale; and on obtaining the court's ratification of the sale and upon the payment of the whole purchase price (and not before) the said trustee shall by good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the said purchaser, his heirs and assigns, the property and estate to him sold, free, clear and discharged from all claims of the parties hereof, plaintiff and defendants, and those claiming by, from or under any of them;

And the said trustee shall bring into this Court, the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

James Clark Judge

Filed March 22" 1945.

Frank Scarano Plaintiff
vs.
Anthony Scarano, et. al Defendants

No. 8776 Equity
In The Circuit Court For
Anne Arundel County

BOND OF TRUSTEE.

KNOW ALL MEN BY THESE PRESENTS, That We, Benjamin Michaelson, Trustee, as Principal, and Eagle Indemnity Company, of New York, New York, a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Hundred Dollars ($3500.00), 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 23rd day of March, 1945.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court for Anne Arundel County passed in a cause entitled "Frank Scarano Plaintiff vs. Anthony Scarano, et al, Defendants, No. 8776 Equity in said Court pending, bearing date on or about the 22nd day of March, 1945 the said Benjamin Michaelson, Trustee is authorized and empowered to make private sale of the property described in said proceedings, and the said Benjamin Michaelson, Trustee, is about to execute said power and make private sale of the property described as aforesaid in said proceedings.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden,

Benjamin Michaelson, Trustee, does 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 private sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be an remain in full force and virtue in law.

Witness: Benjamin Michaelson (SEAL)

Katharine H. McCutchan (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Attorney-in-fact.

Filed March 23" 1945.

Report of Sale & Order Nisi thereon and Notice to Creditors.

To the Honorable, the Judges of said Court:

The report of Benjamin Michaelson, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 22nd day of March, 1945, 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 after having complied with all of the other prerequisites as required by law and the said decree, the said Benjamin Michaelson, Trustee, did, pursuant to the authority vested in him by the aforesaid decree, sell the property mentioned in these proceedings at private sale to Edward H. Roach, for the sum of Thirty-two Hundred ($3200.00) Dollars, said property being described as follows:

All that lot or parcel of ground situated in Anne Arundel County, Maryland, in the development known as "North Beach Park, a Re-Division of Holland Point Addition to North Beach", which is designated as Lot No. 7 of Block 41, according to the Plat of said "North Beach Park, a Re-Division of Holland Point Addition to North Beach", duly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 2, folio 30 and 70.

Being the same lot or parcel of ground which was conveyed unto Michael Scarano by Gibbs L. Baker and Caroline P. Baker, his wife, by deed dated April 12, 1933 and recorded among the aforesaid Land Records in Liber F. S. R. No. 108, folio 209.

And the said Purchaser has complied with the terms of sale as fixed by said decree and paid cash for the purchase of said property.

Respectfully submitted,

Benjamin Michaelson Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, named in the above report of sale and he 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.

(NOTARIAL SEAL) Mary M. Munroe (SEAL)

Notary Public.

Filed March 26" 1945

NOTICE TO CREDITORS

Frank Scarano, Plaintiff VS. No. 8776 Equity

Anthony Scarano, et al, Defendants In The Circuit Court For

heirs of Michael Scarano (deceased) Anne-Arundel County

Notice is hereby given that all persons having claims against Michael Scarano, or of those claiming by, from or under him should file their claims in the above cause with the Clerk of the Circuit Court for Anne Arundel County, on or before the 22nd day of June, 1945; otherwise such claims shall be forever barred.

Benjamin Michaelson Trustee

First Publication 3/23/45.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 2, 1945.

We hereby certify, that the annexed Notice to Creditors Frank Scarano Equity 8776 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 22nd day of June, 1945. The first insertion being made the 23rd day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed May 16" 1945.

Order Nisi.

Ordered, this 26th day of March, 1945, That the sale of the property mentioned in these proceedings made and reported by Benjamin Michaelson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of April next.

The report states the amount of sale to be $3200.00

John H. Hopkins, 3rd., Clerk.

Filed March 26" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., April 19, 1945.

We hereby certify, that the annexed Order Nisi - Sale Frank Scarano Eq. #8776 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of April, 1945. The first insertion being made the 29th day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed May 16" 1945.

ORDERED BY THE COURT, This 17th day of May, 1945 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed May 17" 1945.

Petition to substitute purchasers and Order of Court thereon.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, Trustee, in this cause, respectfully represents:

1. That, pursuant to a decree of this Honorable Court, passed in the above cause, and dated March 22, 1945, your petitioner was appointed trustee to make a private sale of the

property mentioned in these proceedings to Edward H. Roach, and in pursuance of the authority vested in this petitioner by said decree, he did make private sale of said property, and said sale has been duly reported to this Court, and an order nisi on the ratification of said sale has now been published.

2. That the purchaser, Edward H. Roach, desires to have his sister, Florence E. Roach added as a co-purchaser of said property, and consequently, he desires that these purchasers, Edward H. Roach and Florence E. Roach, be substituted as purchasers in the report of sale, in the place and stead of the said Edward H. Roach, and that said trustee be authorized to grant and convey said property unto said substituted purchasers, instead of to the said Edward H. Roach.

And as in duty bound, etc.

Benjamin Michaelson Trustee

Filed April 10" 1945.

ORDER OF COURT

Upon the foregoing petition of the said Benjamin Michaelson, Trustee, in the foregoing cause, it is hereby ordered this 11th day of April, 1945, by the Circuit Court for Anne Arundel County, that Edward H. Roach and Florence E. Roach be substituted as purchasers in the report of sale filed in these proceedings, in the place and stead of Edward H. Roach, and further that, upon compliance with the terms of sale by said purchasers, the said Trustee shall grant and convey said property unto said substituted purchasers.

Ridgely P. Melvin Judge

Filed April 11" 1945.

No. 8776 Equity

Frank Scarano

vs.

Anthony Scarano, et al.

In The Circuit Court For

Anne Arundel County

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account.

June 20, 1945.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. Frank Scarano vs. Anthony Scarano, et al in ac. with Benjamin Michaelson, Trustee

To Trustee for Commission	$ 126.00	
To Trustee for Fee (Order of 6/7/45)	125.00	$ 251.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	20.75	
Auditor - stating this account	13.50	44.25
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order of Publication	41.00	
Capital-Gazette Press - Notice to creditors	5.00	
Capital-Gazette Press - Order Nisi on Sale	5.00	

To Capital-Gazette Press - Order Nisi on Acct.	$ 5.00		
Jos. F. Horning - commissions on sale	300.00		
Eagle Indemnity Co. - bond premium	14.00		
Emanuel Klawans - guardian ad litem	4.00		
John S. Strahorn - examiner's fee	8.00		
J. Bruce Lyons - appraiser's fee	5.00		
J. Bruce Lyons, Jr. - " "	5.00		
Juliet D. Strahorn - stenographer	7.00		
Clerk of Court - certified copy of deed	1.75		
Mary M. Munroe - notary fee	.50		
W.H.M. Smith Agency - fore insurance premium 10/22/44 - 6/6/45	17.94		$ 419.19
To Trustee for Taxes, viz:			
Interest on 1945 State & County taxes			.69
Balance for distribution - $2,484.87			
Distributed as follows:			
To Frank Scarano, brother-one-fourth	621.21		
Less 7½% collateral inheritance tax	46.59		574.62
To Anthony Scarano - nephew, one-twentieth	124.24		
Jerry Scarano -nephew " "	124.24		
Michael Scarano, nephew " "	124.24		
Carmela Scarano, niece " "	124.25		
Loretta Scarano , niece - " "	124.25		621.22
To Michelina S. Fusilli, sister-one-fourth	621.22		
Less 7½% collateral inheritance tax	46.59		574.63
To Pasquina Aulisi, niece - one-twelfth	207.07		
Less 7½% collateral inheritance tax	15.53		191.54
To Anina Aulisi, niece - one-twelfth	207.07		
Less 7½% collateral inheritance tax	15.53		191.54
To Laurenzo Aulisi, nephew- one-twelfth	207.08		
Less 7½% collateral inheritance tax	15.53		191.55
To Trustee for Inheritance taxes, viz: 7½% collateral inheritance tax on amounts distributed to Frank Scarano, Michelina S. Fusilli, Pasquina Aulisi, Anina Aulisi and Laurenzo Aulisi, as above		139.77	
		3,200.00	
Cr. Aug. 3, 1944 Proceeds of Sale			$3,200.00

ORDER NISI.

ORDERED, This 22" day of June, 1945, 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 23" 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 23" day of July next.

John H. Hopkins, 3rd., Clerk

Filed June 22, 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., July 13, 1945.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Frank Scarano - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd. day of July, 1945. The first insertion being made the 28th day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed July 24" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of July, 1945, 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.

James Clark

Filed July 25" 1945.

IN THE MATTER OF THE SALE OF THE	:	No. 8788 Equity
MORTGAGED REAL ESTATE OF	:	In The Circuit Court For
CAROL E. HEIMBACH	:	Anne Arundel County.

Mr. Clerk:

Please file the within foreclosure suit and enter my appearance for the Plaintiff.

Robert E. Kindred Solicitor.

ORIGINAL MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 25th day of June, 1943, by and between CAROL E. HEIMBACH, unmarried, hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, The said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN /X/A/ /B / /C as herein indicated, and being the holder of EIGHTEEN---shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $1800.00---which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said

MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association. The Sum So Secured Is In Part The Purchase Money Of The Property Purchased.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in the THIRD ELECTION DISTRICT of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same on the Southeast side of Ridgeway at a stone now planted in the ground at the distance of thirty-nine feet North no degrees 32 minutes East from the Northernmost corner of the frame house on the lot adjoining the lot now being described on the Southwest and North 57 degrees 29 minutes West 52 feet from the Northwest corner of the frame house on the lot now being described, which place of beginning is also at the Westernmost corner of Lot 210 on the Plat hereinafter referred to; and running thence Northeasterly binding on the Southeast side of Ridgeway by a line curving to the left 50 feet (the chord of said arc bears North 34 degrees 45 minutes East and is 49 9/10 feet long) to another stone now planted North 57 degrees 33 minutes West 40 74/100 feet to the Westernmost corner of the frame house on the lot adjoining that now being described on the Northeast; thence South 42 degrees 38 minutes East 100 feet to a stone now planted; thence by a line curving toward the West 76 feet to a stone at the end of the second line of the parcel of land described in the Deed from Bernard S. Gibson and wife to Eugene A. Edgett and Priscilla A. Edgett, his wife; and thence North 27 degrees 28 minutes West binding along the third line of the parcel of land in said Deed 100 feet to the place of beginning. BEING and comprising parts of Lots 209 and 210 on Amended Plat, dated February 22, 1922, filed among the Plat Records of Anne Arundel County, marked " THE PINES-ON-THE SEVERN" and recorded in Plat Book W.N.W. No. 1, Section 4, Folio 347.

BEING the same parcel of land which was conveyed to Mai M. Edgett by Eugene A. Edgett and Priscilla A. Edgett, his wife, by Deed dated September 3, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 188, folio 259.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $18.00 --- as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $9.00 ---- until the sum of one hundred dollars shall be repaid in monthly dues, the said monthly ----------

payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or Robert E. Kindred, its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the 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 taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender

be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $1800.00 ---- 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 said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST: Fred W. Kuethe Carol E. Heimbach (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of June, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared CAROL E. HEIMBACH, unmarried, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Edward Woodfall the Vice-President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Fred W. Kuethe Notary Public.

Filed Sept. 14" 1944.

STATEMENT OF ACCOUNT No. 2210.

Glen Burnie, Maryland,
September 6, 1944.

Carrol E. Heimbach
Pines-on-the-Severn

Amount of Loan	$1,800.00
Account overdrawn	9.20
	$1,809.20
Interest to October 3, 1944	36.50
	$1,845.70

(CORPORATE SEAL) THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY
By Fred W. Kuethe
Secretary-Treasurer

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 11th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frederick W. Kuethe, Secretary-Treasurer, and made oath in due form of law that the above mortgage account is true as stated.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred Notary Public

Filed Sept. 14" 1944.

CORPORATE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ROBERT E. KINDRED as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ___ Dollars ($2,500.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of September, in the year of our Lord, nineteen hundred and Forty-four

WHEREAS, the above bounden Robert E. Kindred by virtue of the power contained in a mortgage from Carol E. Heimbach to Glen Burnie Savings and Loan Association of Anne Arundel County bearing date the 25th day of June, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 280 Folio 338 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden ROBERT E. KINDRED 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 Robert E. Kindred (SEAL)

in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

Viola Kindred

By Wm. P. Craig, Jr. -Attorney-in-Fact.

Filed & Approved this 14" day of Sept. 1944.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 14" 1944.

AFFIDAVIT OF CIVILIAN STATUS.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

Frederick W. Kuethe being first duly sworn on oath, deposes and says:

THAT he is the duly authorized agent of the Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, Mortgagee in these proceedings, and makes this affidavit in its behalf.

THAT pursuant to the provisions of the Soldiers and Sailors Civil Relief act of 1940 and on behalf of the said body corporate, I have made a careful investigation of the civilian status of the said Carol E. Heimbach, Mortgagor, and find she is not in the Military Service of the United States of America.

Fred W. Kuethe Affiant

SUBSCRIBED AND SWORN to before me this 20th day of September, 1944.

(NOTARIAL SEAL) Viola Kindred Notary Public

Filed Sept. 26" 1944.

In the Matter of the Sale of the Mortgaged Real Estate of Carol E. Heimbach

No. 8788 Equity
In The Circuit Court For Anne Arundel County

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT of Robert E. Kindred, Attorney-named-in-mortgage, to make sale of the real estate mentioned respectfully shows:

THAT after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, on Tuesday, October 10th, 1944, at 10:00 o'clock A.M. and then and there proceeded to sell said real estate mentioned as follows:

ALL those parts of Lots Nos. 209 and 210 on Amended Plat Dated February 22, 1922, filed among the Plat of Anne Arundel County, Marked "THE-PINES-ON-THE-SEVERN" and recorded in Plat Book W.N.W. No. 1, Section 4, folio 347. The mortgage filed in this proceeding contains a full and complete description of the property.

This property is improved by a five room and bath frame dwelling.

He offered said land and improvements for sale and sold same to Frankie Wilson, at and for the sum of TWO THOUSAND AND FIFTY ($2,050.00) Dollars, she being then and there the highest bidder for said property.

AND as in duty bound etc.

Robert E. Kindred
Attorney-named-in-mortgage

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 16th day of October, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Attorney-named-in-mortgage, and made oath in due form of law, that the matters and facts set forth in the within Report of Sale, are true to the best of his knowledge and belief, and that the sale was fairly made.

(NOTARIAL SEAL) Viola Kindred Notary Public

ADVERTISEMENT OF SALE.

ROBERT E. KINDRED, Attorney, Attorney-at-Law, Glen Burnie, Md.

ATTORNEY'S SALE OF WATERFRONT PROPERTY PINES-ON-THE-SEVERN.

By virtue of a power of sale contained in a mortgage from CAROL E. HEIMBACH, dated the 25th day of June, 1943, to the Glen Burnie Savings & Loan Association of Anne Arundel County, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 280 folio 338, which said mortgage is now in default, I will offer for sale at Public Auction at the Court House door in the City of Annapolis, on Tuesday, October 10, 1944, at 10:00 O'CLOCK A.M.

All those parts of Lots Nos. 209 and 210 on Amended Plat dated February 22, 1922, filed among the Plats of Anne Arundel County, marked "THE PINES-ON-THE-SEVERN" and recorded in Plat Book W.N.W. No. 1, Section 4 folio 347. The mortgage filed in this proceeding contains a full and complete description of the property.

This property is improved by a five room and bath frame dwelling.

TERMS OF SALE: A deposit of $300, will be required of the purchaser at the time of sale. The balance of the purchase money to bear interest at 6% per annum from the date of sale, payable in cash upon ratification of the same by the Circuit Court for Anne Arundel County.

(Purchaser's Agreement & Auctioneer's Certificate at bottom of this page.)

ROBERT E. KINDRED,
Attorney-at-Law
14 Light Street Boulevard, Glen Burnie, Maryland

Telephone Glen Burnie 2.

CERTIFICATE OF PUBLICATION

ANNAPOLIS, Md., October 9, 1944.

We hereby certify, that the annexed Attorney's Sale of Waterfront Property -Carol E. Heimbach was published in Maryland Gazette a newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10 day of October, 1944. The first insertion being made the 14 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.
By H. White

Filed Oct. 17" 1944.

ORDER NISI.

Ordered, this 17th day of October, 1944, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th., 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 18th., day of November next.

The report states that the amount of sales to be $2,050.00

John H. Hopkins, 3rd., Clerk

Filed Oct. 17" 1944.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7, 1944.

We hereby certify, that the annexed Order Nisi - Eq. 8788 Carol E. Heimbach was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18 day of November, 1944. The first insertion being made the 19 day of October, 1944.

THE CAPITAL-GAZETTE PRESS, INC.
By H. White

Filed Nov. 15" 1944.

ORDERED BY THE COURT, This 29th day of March, 1945 that the sale made and reported by the Attorney aforesaid, be and the same __ hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed March 29" 1945.

PURCHASER'S AGREEMENT & AUCTIONEER'S CERTIFICATE.

October 10, 1944

THE UNDERSIGNED PURCHASER hereby certifies that I purchased the property advertised in No. 8788 Equity at and for the sum of $2,050.00 of which I paid $300.00 as a part and

agrees to comply with the terms of sale.

ATTEST: Robert E. Kindred Frankie Wilson

I HEREBY CERTIFY, on this 10th day of October, 1944, that I sold the above mentioned property to the above at and for the sum of $2,050.00 and that the sale was fairly made.

W. B. Elliott Auctioneer

Filed Nov. 15" 1944.

PETITION AND ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

YOUR PETITIONER, ROBERT E. KINDRED, Attorney named in Mortgage filed in these proceedings respectfully shows:

1. THAT he made sale of the mortgaged real estate to the purchaser on the 10th day of October, 1944, at and for the sum of $2,050.00, but due to circumstances beyong his contract the full purchase price could not be paid until March 10, 1945, at which time deferred interest was collected in the sum of $45.25 which legally belongs to the Mortgagee.

2. THAT there are no creditors of record claiming any portion of the proceeds of sale.

WHEREFORE, YOUR PETITIONER prays the Court to allow to the MORTGAGEE the deferred interest in the amount of $45.25 from any surplus there may be.

AND as in duty bound, etc.

Robert E. Kindred Solicitor

Filed April 10" 1945.

ORDER.

UPON THE AFOREGOING PETITION, it is this 11th day of April, 1945, Ordered by the Circuit Court for Anne Arundel County in Equity, that the Glen Burnie Savings & Loan Association of Anne Arundel County, MORTGAGEE, be and it is hereby allowed in addition to its claim filed herein the sum of $45.25 being accrued deferred interest from the 10th day of October, 1944, to the 10th day of March, 1945, at 6% per annum; and

IT IS FURTHER ORDERED that the Auditor in stating the account is hereby directed to allow to said MORTGAGEE the amount of $45.25 from any surplus there may be.

Ridgely P. Melvin Judge.

Filed April 10" 1945.

In the Matter of the Sale of the Mortgaged Real Estate of Carol E. Heimbach

No. 8788 Equity
In The Circuit Court For Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Jueges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Carol E. Heimbach in ac. with Robert E. Kindred, Attorney

To Attorney for fee	$ 50.00	
To Attorney for commissions	95.86	$ 145.86

To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$ 10.00	
Clerk of Court - court costs	18.75	
Auditor	9.00	$ 37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	18.00	
Capital-Gazette Press - Order nisi on Sale	5.00	
Capital-Gazette Press - Order Nisi on auditor's acct.	5.00	
U. S. Fidelity & Guaranty Co. - bond premium	10.00	
Wm. B. Elliott - auctioneer's fee	15.00	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.00	
Viola Kindred - notary fees	1.50	56.88
To Attorney for Benefit Charges, viz:		
Anne Arundel Co. Sanitary Commission - water from 8/1/44 to 12/31/44		9.17
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagor - in full for mortgage claim filed	1,845.70	
This balance applied on account interest thereon from day of sale to date of final settlement - 3/10/45, as per Order of April 11, 1945.	8.99	1,854.69
		2,104.35

Cr. Oct. 10, 1944	Proceeds of Sale	2,050.00
	Interest on deferred payment from 10/10/44 to 3/10/45	45.25
	Refund 1944 taxes ($35.20 -adj.)	7.85
	Refund 1944 Benefit Assessments ($6.00 - adj.)	1.25
		2,104.35

ORDER NISI.

ORDERED, This 16th day of April, 1945, 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 19th day of May 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 May next.

John H. Hopkins, 3rd., Clerk.

Filed April 16" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 5" 1945

We hereby certify, that the annexed Order Nisi - Carol E. Heimbach was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County,

Maryland, once a week for 3 successive weeks before the 19th day of May, 1945. The first insertion being made the 19th day of April, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By D. Hart

Filed May 22" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of May, 1945, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed May 28" 1945.

IN THE MATTER OF THE	:	No. 8789 Equity
ADOPTION OF	:	In The Circuit Court For
JEAN AUTRY	:	Anne Arundel County

PETITION FOR ADOPTION AND CERTIFICATE OF CHARACTER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Robert Lee Whay and Ianthe Carr Whay, his wife, by Edward J. Lipin, their Solicitor, respectfully represents unto Your Honor:

1. That the Petitioners Robert Lee Whay and Ianthe Carr Whay, reside on the Dorsey Road, the Fifth Election District of Anne Arundel County, State of Maryland.

2. That Jean Autry was born out of wedlock on March 3, 1938, in the City of Washington, District of Columbia, to Ianthe Carr Whay, one of your Petitioners herein named.

3. That your Petitioners Robert Lee Whay and Ianthe Carr Whay have since intermarried on or about November 30, 1939 and have had the custody of the said infant child since their marriage and the said Jean Autry has endeared himself to the foster father, who now wishes to adopt him as his own child.

4. That your Petitioners are financially able to care for and support the said infant child named herein and that the welfare of the child will be promoted thereby.

5. That your Petitioners attach hereto and pray to be taken as a part of this Petition the Certificate of Character as enjoyed by them in the community in which they live.

TO THE END THEREFORE:

TO THE END THEREFORE:

1. That Jean Autry be declared the adopted son of Robert Lee Whay and Ianthe Carr Whay, his wife.

2. That the name of the said child be changed from Jean Autry unto Gene Robert Whay.

3. That a new birth certificate be issued in accordance with Section 22 of Article 23 of the Maryland Code.

Edward J. Lipin
Solicitor for Petitioner

Robert Lee Whay
Petitioner
Ianthe Carr Whay
Petitioners

STATE OF MARYLAND: CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 31st day of August, 1944, before me a Notary Public in and for City aforesaid, personally appeared Robert Lee Whay and Ianthe Carr Whay, the Petitioners in the aforegoing petition for adoption and made oath in due form of law that the matters and facts contained therein are true to the best of their information, knowledge and belief.

(NOTARIAL SEAL) John W. Matthews

Comm. Expires 5/1/45 Notary Public 1 S. Tremont Rd.

CERTIFICATE OF CHARACTER

We, the undersigned, residents of Anne Arundel County hereby certify that we know the Petitioners, Robert Lee Whay and Ianthe Carr Whay, his wife, for a period of at least Five years and we certify that in our opinion, they are persons of reputable and good character in our community and that they have had the custody of the said ------- infant child since their marriage and would be fit parents to have the care and custody of the adopted child Jean Autry, they are persons of high morals and we feel that the welfare of the child would be greatly promoted if the child was formally adopted by them.

Robert C. Ward Glen Burnie, Md.

Herman E. Watson

STATE OF MARYLAND: COUNTY OF SOMERSET, TO WIT:

I HEREBY CERTIFY, that on this 31st day of August, 1944, before me a Notary Public for the State and County aforesaid, personally appeared Robert C. Ward and they acknowledged the aforegoing certificate of character to be true and correct according to their knowledge, information and belief.

(NOTARIAL SEAL) Pauline M. Bozman Notary Public

Signature of Herman E. Watkins John W. Matthews

Sworn before me, 1 S. Tremont Rd.

Comm. Expires 5/1/45

CERTIFICATE OF CHARACTER.

I, the undersigned, residing in the City of Baltimore, hereby certify that I know the Petitioners, Robert Lee Whay and Ianthe Carr Whay, his wife, for a period of at least eight or nine years and I certify that in my opinion, they are persons of reputable and good character in their community and that they have had the custody of the said infant child since their marriage and would be fit parents to have the care and custody of the adopted child, Jean Autry, they are persons of high morals and I feel that the welfare of the child would be greatly promoted if the child was formally adopted by them.

John W. Matthews Address: 1 S. Tremont Rd. Balto., Md.

Filed Sept. 15" 1944.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify, that on this 1st day of May, 1945, before me, a Notary Public for the State and City aforesaid, personally appeared John W. Matthews, and he acknowledged the aforegoing certificate of character to be true and correct according to his

knowledge, information and belief.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Preston T. Willings Notary Public

Filed June 15" 1945

ORDER TO ENTER APPEARANCE

Mr. Clerk:

PLEASE enter my appearance in above case.

Noah A. Hillman,
Attorney for Plaintiff.

Filed June 15" 1945.

DECREE.

The above entitled cause, being ready for Decree, and being submitted, the Petition and all the other proceedings were by the Court read and considered.

It is thereupon, on this 18th day of June, 1945, by the Circuit Court of Anne Arundel County, Adjudged, Ordered and Decreed, that the infant Jean Autry, the infant mentioned in these proceedings, be and he is hereby decreed to be the legally adopted child of Robert Lee Whay and Ianthe Carr Whay, his wife, as prayed in said Petition.

It is further Adjudged, Ordered and Decreed, that the name of said infant be and it is hereby changed from Jean Autry to Gene Robert Whay and that a new birth certificate be issued in accordance with Section 22 of Article 23 of the Maryland Code and that the said Petitioners pay the costs of the proceedings.

Jas. E. Boylan, Jr. Judge

Filed June 18" 1945.

Thomas E. Collison and Etta Mae Collison, his wife Plaintiffs	:	No. 8794 Equity
vs.	:	In The
David W. Collison, and all persons having or claiming to have any interest in the property assessed to David W. Collison "20 acres and improvements Mayo, District No. 1" Defendants.	:	Circuit Court for Anne Arundel County.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Thomas E. Collison and Etta Mae Collison, his wife, by Noah A. Hillman, their Solicitor, respectfully show:

1. That on October 10, 1938 Joseph H. Pepper, Treasurer of Anne Arundel County, sold at public auction to Minnie E. Collison for State and County taxes then in arrears, the hereinafter described property, in fee simple, said sale having been made under authority conferred upon the said Treasurer as Collector of State and County taxes under the statutes in such case made and provided; that said property was conveyed to Minnie E. Collison by Joseph H. Pepper, late treasurer and the Board of County Commissioners of Anne Arundel County by deed dated December 19, 1939 recorded among the Land Records of

said County in Liber J.H.H. No. 210, folio 212, a certified copy thereof being filed herewith as "Exhibit A".

II. That a Tax Sale Certificate, bearing No. 1, has been issued by James A.Walton, incumbent Treasurer, under the provisions of Section 89 1, Acts of 1943, which said certificate was subsequently assigned unto the Plaintiffs by Minnie E. Collison; said Certificate and Assignment being filed herewith, as a part hereof, and marked "Exhibit B".

III That the description of the property as the same appears upon the Tax Roll of the Treasurer aforesaid for the First District is:

David W. Collison 20 Acres and improvements Mayo

And the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as appears above.

IV That the said property has not been redeemed by any party in interest therein, although more than one year and a day from the date of the sale of said property has expired; and that this proceeding is brought under the statute relating to tax sales made prior to the effective date of Acts of 1943.

V That the record owner of said property at time of tax sale was David W. Collison, who held a life interest therein under the Will of his father, Nicholas G. Collison, who died a widower May 30, 1908; a certified copy of said Will, recorded in Wills Liber B.R.D. No. I, folio 102 of the Orphans' Court for Anne Arundel County, is filed herewith as a part hereof, and marked "Exhibit C".

VI That said David W. Collison is still living and an examination of the Land Records of Anne Arundel County since May 30, 1908, and examination of the Records of the Orphans' Court as well as of the Records of the Circuit Court for Anne Arundel County at law and in Equity, to date of tax sale having disclosed no change of title since the time of acquisition by the said David W. Collison.

VII That the devise to David W. Collison mentions "25 acres of land which I purchased from Wm. D. Collison -----" which must be a typographical error, the examination of Land Records aforesaid disclosing no such transaction; the only conveyance on record from William D. Collison to Nicholas G. Collison being a deed dated August 14, 1899 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 15, folio 205, which land Nicholas G. Collison died seized and possessed of. This deed describes, by metes and bounds, a tract "containing twenty and three tenths acres of land more or less". A certified copy thereof is filed herewith as a part hereof and marked "Exhibit D."

VIII That said Nicholas G. Collison during his lifetime, to wit, on March 31, 1900, conveyed $\frac{1}{4}$ acre of said land to Mayo Beneficial Association by deed recorded in Liber G.W. No. 17, folio 234.

IX That said David W. Collison held a life interest in said property under his father's Will with remainder at his death "to go to his children lawfully begotten share and share alike-----"; that David W. Collison had no children prior to the tax sale nor does he now have any.

X That the amount necessary for redemption of the above mentioned and described property, is the purchase price of the said property, as the same appears on the afore-

said Certificate of Tax Sale, with interest at the rate of 6 per cent per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiffs herein , subsequent to the date of sale of said property, together with all other amounts expended by the Plaintiffs as to the aforesaid property under the provisions of Chapter No. 540 of the Acts of 1943.

XI That the Plaintiffs, assignees of the purchaser as aforesaid, are entitled to proceed to foreclose all rights of redemption in and to the aforesaid property.

To the end, therefore,

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of all defendants herein, in and to the aforesaid property.

(b) That the Court may pass a final decree whereby will be vested, in the Plaintiffs, an absolute and indefeasible title to said property, in fee simple, free and clear of all prior or subsequent alienations and de_cents and encumbrances, except taxes and other public liens, accruing subsequent to date of sale, and public easements to which the property is subject.

(c) That a Writ of Subpoena be issued to the Defendant, David W. Collison, of Mayo, Anne Arundel County, commanding him to be and appear in this Court on some certain day to be named therein, and redeem the property or answer the premises and abide by and perform such decrees or orders as may be passed therein, and warning him that in case of failure to do so a final decree will be rendered foreclosing all rights of redemption in aforesaid property.

(d) That an Order of Publication be passed giving notice to the Defendant, David W. Collison and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by solicitor, on or before the 30th day of November, 1944 and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(e) That the Court may decree such other or further relief as the case may require.

And, as in duty bound, etc.

Noah A. Hillman

Solicitor for Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 20 day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas E. Collison and Etta Mae Collison, his wife, Plaintiffs, and made oath in due form of law that the matters and facts set forth above are true to the best of their knowledge and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Lillian M. Fine Notary Public

Filed Sept. 23" 1944.

PLAINTIFF'S EXHIBIT "A"

THIS DEED, Made this 19 day of December, 1939, by and between Joseph H. Pepper, late

treasurer of Anne Arundel County, party of the first part, The Board of County Commissioners of Anne Arundel County, a body corporate, party of the second part, Grantors, and Minnie E. Collison of Anne Arundel County, State of Maryland, party of the third part, Grantee.

WHEREAS, default having been made in payment of State, County and school taxes due and owing on the property herein mentioned for the year 1937, assessed to David W. Collison, the said Joseph H. Pepper, Treasurer and Collector of State, County and School taxes, under the provisions of the laws of the State of Maryland and in compliance with the duties thereof imposed upon him, having first complied with all of the provisions of the law in relation thereto, did sell the herein mentioned and described property to enforce the payment of said taxes now in default.

WHEREAS, the said Joseph H. Pepper, Treasurer as aforesaid, sold the said property at public sale on October 10th, 1938 to Minnie E. Collison for taxes now due thereon, for the sum of $36.00, that being the highest bid.

WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County on November 7, 1938 and after due publication of an Order Nisi as required by law the said sale was finally ratified and confirmed by the said Court on November 2, 1939; the said Joseph H. Pepper, late treasurer of Anne Arundel County and the Board of County Commissioners of Anne Arundel County are authorized to execute this deed.

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of $5.00 and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Minnie E. Collison, her heirs and assigns in fee simple forever all that lot of ground and premises situate, lying and being in the First Election District of Anne Arundel County and described as follows, that is to say:

All of that tract of land containing about twenty acres more or less at Mayo, formerly assessed in the name of David W. Collison.

See Tax Sale Docket F. A. M. 4, Folio 141, tax sale #4276.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Minnie E. Collison, her heirs and assigns in fee simple forever.

WITNESS the hands and seals of the said Grantors.

Test:

Rebecca Clatanoff

R. Harry Arnold

Joseph H. Pepper, late
Treasurer of Anne Arundel County

The Board of County Commissioners of A. A. Co.
By John J. Levay, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, That on this 19 day of December, 1939, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John J. Levay, President of the Board of County Commissioners of Anne Arundel County, a body corporate, and acknowledged the aforegoing deed to be the act of the

Corporation. And he further made oath that he is the duly authorized agent of the corporation for the purpose of making this affidavit. At the same time also appeared Joseph H. Pepper, late Treasurer Anne Arundel County, and acknowledged the aforegoing deed to be his act.

As Witness my hand and Seal Notarial.

(NOTARIAL SEAL) Rebecca Clatanoff Notary Public.

Filed Sept. 23" 1944.

PLAINTIFF'S EXHIBIT "B"

CERTIFICATE OF TAX SALE

I, James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel hereby certify that on October 10th 1938 Joseph H. Pepper late treas. sold to Minnie E. Collison at public auction for the sum of thirty-six Dollars and - Cents, of which thirty-six Dollars has been paid the property in First District described as 20 acres more or less at Mayo and improvements and assessed to David W. Collison
The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th, 1945, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this eighth day of September 1944

James W. Walton Collector

By Vern W. Black Asst. Col.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of October, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, James A. Walton, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

Clemence C. Burwell

(NOTARIAL SEAL) Notary Public

My Commission Expires May 7, 1945

For value received, I hereby assign the within certificate of tax sale and the land described therein to Thomas E. Collison and Etta Mae Collison, his wife.

Witness my hand and seal, this 20th day of September, 1944.

Witness: Annie C. Jackson Minnie E. Collison (SEAL)

Filed Sept. 23" 1944.

PLAINTIFFS' EXHIBIT "C"

NICHOLAS G. COLLISON

I, Nicholas G. Collison of Anne Arundel County, Maryland, do make, publish and

declare this as and for my last Will and Testament hereby revoking all other Wills heretofore by me made.

Item 1. I give to my son David W. Collison in fee simple my dwelling house and store and the stock of goods therein at the time of my death and the land on which said dwelling and store stands.

I also devise to my said son the 25 acres of land which I purchased from Wm. D. Collison for and during his the said David W's life and at his death to go to his children lawfully begotten share and share alike the Child or Children of any deceased child of said Davids to take the parents share and I hereby charge the devise and bequest to my said son, with the support and maintenance of my wife Susan E. Collison during her life in the same manner as she has been supported and maintained - the said support and maintenance to be in lieu of her widow's dower in my estate. Further it is my will that my said son David provide room and board in my said dwelling house for my granddaughter Annie M. Collison Brashears until she shall become of age or marry, the said room and board being hereby made a charge on the devise and bequest to my said son.

Item 2. Whereas my grand-daughter Annie M. C. Brashears has now a deposit of something over two hundred dollars in the Annapolis Savings Institution I hereby direct my Executor hereinafter named from other moneys belonging to my estate to increase said deposit to five hundred dollars as a bequest to my said grand-daughter, and nothing but the dividends shall be drawn therefrom until she reaches the age of eighteen years and only for her use and when she reaches said age it shall vest absolutely in her to use as she may see fit.

Item 3. I also devise to my said grand-daughter Annie M.C. Brashears the house and lot adjoining my dwelling and store recently occupied by my daughter Mary E. Lee the rents and profits to be collected by my said son David W. until she shall become of age when she shall take and manage it herself the said rents and profits to be used in clothing and schooling and any excess to be deposited in her account in the Annapolis Savings Institution.

Item 4. I devise to my grand children Annie M. C. Brashears, Raymond Brashears, Earle Brashears and Milliard Brashears as tenants in common the tract of land deeded to me by James B. Burch, Miss Harper Collison and others share and share alike the same to be managed by my said son David until the youngest of them shall become of age. The income therefrom to be paid over to or used for their support and in case of the death of either of them before arriving at age the interest of such deceased one to go to the others. In case any of them dying before the youngest shall become of age shall leave lawful issue such share shall go to the said child or children of said deceased.

By the words "of age" is meant 18 years in females and 21 years in males and it is my will that this property shall not be sold for division until the youngest shall become of age.

Item 5. I bequeath to my daughter Susan A. Brown wife of Benjamin F. Brown a mortgage of three hundred and twenty-five dollars which I hold on the property of said Benjamin F. Brown at Edgewater, A. A. County.

If said mortgage shall be paid off in whole or part before my death, I bequeath to her

an amount of money equal to said Mortgage.

Item 5a. I bequeath to my daughter Laura P. Dawson one hundred dollars.

Item 6. I bequeath to my grand children Thomas E. Dawson, Hazel Dawson and David C. Dawson children of my daughter Laura the sum of twenty-five dollars each to be paid them respectively as they shall become of age, the shares of the minors to be deposited in the Annapolis Savings Institution until they shall severally become of age. The share of any one of them who may die without issue and before becoming of age shall go to the survivors share and share alike.

Item 7. I bequeath to my daughter Sarah C. Petty the sum of five dollars.

Item 8. I give and bequeath to my grand children Stella Petty, Elsie Petty, Thomas N. Petty and Selnia Petty ten dollars each to be deposited in their joint names in said Annapolis Savings Institution until the youngest shall become of age when the same with accrued dividends shall be drawn on their joint order in equal proportions. In case of death of either, without lawful issue the share of the deceased to go to the survivors share and share alike.

Item 9. I bequeath to my daughter Mary E. Lee one hundred dollars.

Item 10. I bequeath to my granddaughter Virgie Smith twenty-five dollars.

Item 11. I bequeath to my sons Thomas E. Collison and Benjamin Collison five dollars each.

Item 12. I bequeath to my grand children Myrtle Collison, Ruby Collison, Roy Collison and Paul Collison, children of my son Benjamin twenty-five dollars each to be deposited in the Annapolis Savings Institution and there remain until they shall severally become of age the share of any one of them who may die without lawful issue before becoming of age to go to the survivors share and share alike.

Item 13. I bequeath to my grand daughter Margie Collison, daughter of my deceased son Nicholas one hundred dollars to be paid to her upon the settlement of my personal estate.

Item 14. I bequeath to my grandson Raymond Brashears fifty dollars to be deposited in the Annapolis Savings Institution until he shall become of age. In case of his death before becoming of age the same shall go - his sister Annie M. C. Brashears.

Item 15. By item 4 of this Will I devised to Annie M. C. Brashears, Earle David and Milliard Brashears a certain tract of land deeded to me by James B. Burch and others this is to annul said devise as to all of said devisees except Raymond Brashears and I hereby devise the same to him in fee simple.

Item 16. It is my Will that my executor shall keep and care for my mare Daisey (in the same way I have always taken care of her) until her death.

Item 16. After my debts and funeral expenses are paid, all the rest and residue of my estate, I will, devise and bequeath to be divided equall share and share alike among those of my grand-children, only, who are heretofore named in this Will, said shares to be paid or deposited in the manner prescribed in the specific bequests and devises to them severally made. Where any of the persons to whom I have made bequests to be deposited in Bank shall have arrived at age at the time of my decease the moneys bequeathed them shall be paid directly to them without depositing the same in Bank.

Whereas I have at sundry times made cash advances to several of my children I hereby

release them one and all from payment of the same but all store accounts against them are not released

I hereby appoint my son David W. Collison, Executor of this my last Will and Testament. If he should die before full execution it is my will that my son-in-law Benjamin F. Brown be appointed to complete the execution of the same.

Witness my hand and seal this 26th day of February, 1907.

N. G. Collison (SEAL)

We the undersigned hereby certify that we saw the aforesaid Nicholas G. Collison sign the aforegoing instrument of writing that we heard him publish and declare it as and for his last Will and Testament that at his request and in his presence and in the presence of each other we have hereto set our hands as Witnesses hereto.

Winson G. Gott

James W. Owens

Anne Arundel County, ss:

On the 4" day of June, 1908 came David W. Collison and made oath in due form of law that he doth not know of any Will or Codicil of Nicholas G. Collison late of said County deceased, other than the above instrument of writing, and that he found the same among the private papers of the deceased, and retained the same in his possession until delivered to the Register of Wills for probate and that he departed this life on or about the 30th day of May, 1908.

Sworn to in open Court:

Test: Benj. R. Davidson

Reg of Wills for Anne Arundel County

Anne Arundel County SS.

On the 4" day of June, 1908, came Winson G. Gott and James W. Owens the two subscribing Witnesses to the last Will and Testament of Nicholas G. Collison late of said County deceased, and made oath in due form of law 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 in open Court.

Test: Benj. R. Davidson

Reg. 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 Nicholas G. Collison, late of said County deceased, and also the evidence adduced as to its Validity, Orders and Decrees this 9th day of June, 1908, that the same be admitted in this Court as the true and genuine Last Will and Testament of the said Nicholas G. Collison, deceased.

Henry A. Tydings, C.J.

Wm. M. Abbott, A.J.

Filed 4th June, 1908.

STATE OF MARYLAND Anne Arundel County

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Nicholas G. Collison late of said County deceased together with proof and probate thereof taken from Wills Liber B.R.D. 1, folio 102, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 7th day of September in the year of our Lord, nineteen hundred and forty-four.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County

Filed Sept. 23" 1944.

PLAINTIFFS' EXHIBIT "D"

(U. S. Int. Rev. Stamp $1.00) This Deed made this 14 day of August, in the year Eighteen hundred and ninety nine by William D. Collison, and Cora M. Collison, both of Anne Arundel County and State of Maryland, Witnesseth:

That for and in consideration of the sum of Eight Hundred dollars ($800.00) the said William D. Collison and Cora M. Collison, do grant and convey unto Nicholas G. Collison of said County, and State, his heirs and assigns, All that lot or parcel of land situate in the first election district of said County near Scrabbletown and particularly described as follows:

Beginning for the same at a stake at the end of the third line of Lot No. 3 and on the east side of the public road to Scrabbletown and reverse of said third line south seventy degrees east forty perches to a stake at the end of the second line of said lot No. 3 and in the individual line between the heirs of Hugh Jones and the land now conveyed, and reverse of the second line of Jones' place, north ten degrees east thirty one perches to a bounded stone on the south side of the public road into the neck and up said road on the south side, north seventy degrees west two and nine tenths perches, north fifty nine degrees thirty minutes west eleven and six tenths perches, north fifty five degrees thirty minutes west nine and six tenths perches, north thirty seven degrees fifteen minutes west thirteen and eight tenths perches, north thirty degrees thirty minutes west twenty one and two tenths perches, north twenty seven degrees thirty minutes west four and two tenths perches to the north east corner of the church lot and with said lot south seventy two degrees thirty minutes west fifteen perches to a stake, then south sixty one degrees forty five minutes west fifty seven and one tenth perches to a stake, end of the third line of lot No. 5, the reverse of said line south seventy five degrees east seventy one perches to the aforesaid public road to Scrabbletown and with said road to the place of beginning. Containing twenty and three tenths acres of land more or less. It being Lot No. 6 of the subdivision of a part of the real estate conveyed to Thomas H. Gaither, Tr., by Thomas H. Gaither and others by deed dated the 15th day of July, 1890, and recorded among the Land Records of said County in Liber S.H. No. 37 folios 323 &c.,

And the same property which was conveyed to the said William D. Collison by the said Thomas H. Gaither, Tr., by deed dated the 23rd day of October 1895, and recorded among

the said land records in Liber J.C.B. No. 4 folios 194 &c.

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 Nicholas G. Collison, his heirs and assigns forever in fee simple.

And the said William D. Collison and Cora M. Collison, do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such further assurances of said land as may be requisite.

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

Witness William D. Collison (SEAL)

R. F. Wier Cora M. Collison (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 14 day of August, in the year Eighteen hundred and ninety nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared the within named William D. Collison, and Cora M. Collison, his wife, and each acknowledged the aforegoing deed to be their respective act and deed.

R. F. Wier

Justice of the Peace

Recorded 22nd August, 1899.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 15, folio 205, one of the Land Record Books 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 1st day of September, A.D. 1944.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Sept. 23" 1944.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property in the First Election District of Anne Arundel County sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for said County and the State of Maryland, to Minnie E. Collison, the Certificate of Sale being assigned to the Plaintiffs in this proceeding, as described on the Treasurer's Tax Roll, namely David W. Collison - First District 20 acres and improvements Mayo

A description, as above, appears on the Certificate of Tax Sale, filed with this proceeding, and a detailed description of said property is set forth in a Deed dated August 14, 1899 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 15, folio 205 from William D. Collison and wife to Nicholas G. Collison and wife; excepting about 1/4 acre conveyed to Mayo Beneficial Association by deed dated March 31, 1900, recorded in Liber G.W. No. 17, folio 234.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than one year and a day from the date of sale has expired.

It is thereupon, this 23" day of Sept., 1944, by the Circuit Court for Anne Arundel County, in Equity.

Ordered, that notice be given by the insertion of a copy of this Order in one weekly newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 30th day of November, 1944, warning all persons having or claiming to have an interest in the property to answer the Bill of Complaint or to redeem the property on or before the 30th day of November, 1944, or ---------- thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a fee simple title, free and clear of all encumbrances.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 23" 1944.

CERTIFICATE OF PUBLICATION Annapolis, Md., November 6, 1944.

We hereby certify, that the annexed Eq. 8794 - Order of Publication - Thomas E. Collison & Etta Mae Collison was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30 day of November, 1944. The first insertion being made the 28 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed Nov. 8" 1944.

SUBPOENA (Tax Sale)

MARYLAND, Set.

THE STATE OF MARYLAND

To David W. Collison, Mayo, of Anne Arundel County, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set apart, you be and appear before the Circuit Court for Anne Arundel, In Equity, in the City of Annapolis, on or before the 30th day of November, 1944 and answer the complaint of Thomas E. Collison and Etta Mae Collison, his wife or redeem the property referred to in the said complaint, which property was sold for non-payment of taxes and other public liens to the said complainant. In case of your failure to answer the said complaint or to redeem the said property on or before the day set out above, a final decree will be rendered foreclosing all rights of redemption in the property.

WITNESS, the Honorable RIDGELY P. MELVIN, Chief Judge of the said Court, the 4th., day of September, 1944.

ISSUED the 23" day of September, 1944.

Solicitor Noah A. Hillman (CIRCUIT COURT SEAL) John H. Hopkins, 3rd., Clerk.

Summoned by reading to and receiving copy of subpoena and leaving copy of bill of complaint in the hands of David W. --Collison this 28th day of September, 1944

Joseph H. Griscom Sheriff

per Meade

Filed Sept. 23" 1944.

Thomas E. Collison, Plaintiff, No. 8794 Equity

vs. In The Circuit Court For

David W. Collison, et al. Defendant. Anne Arundel County.

Testimony on behalf of the Plaintiff.

PRESENT: Mr. Noah E. Hillman, Solicitor for Plaintiff.

Decree Pro Confesso, Dec. 1, 1944.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

David W. Collison, ---------- 2 to 3

Minnie E. Collison, ---------- 4

Thomas E. Collison, ---------- 5

David W. Collison, the Defendant, being first duly sworn, deposes and says:-

(Hillman) 1. State your name and address?

A. David W. Collison, Mayo, Maryland.

2. Are you the David W. Collison mentioned in the will of Nicholas G. Collison dated February 26th, 1907?

A. Yes.

3. What relation were you to Nicholas G. Collison?

A. His son.

4. In the will of Nicholas G. Collison which is filed herewith is stated that he devised to you 25 acres of land which he says he purchased from William D. Collison?

A. Yes.

---------Filed as Exam. Exh. No. 1

5. I ask you whether he purchased more than one piece of land from William D. Collison?

A. No, that is the only piece.

6. Tell us, if you know, how many acres of land were in that tract?

A. When he bought it and had it surveyed was 19.3 or 19.8, it was approximately 20 acres said to be.

-------Offered in evidence and filed, as Exam. Exh. 2

deed dated August 14th, 1891 from William D. Collison and Cora M. Collison to Nicholas G. Collison recorded in Liber G.W. 15 folio 205, this deed states at that time contained 20.3 acres of land.

A. That is the deed.

7. When did your father die, what year?

A. He died in 1908.

8. Upon his death did you take possession of this property mentioned in his will?

A. Yes.

9. During the years you have retained possession up until it was sold for taxes did you pay taxes on it?

A. I paid the taxes, yes.

10. Then you stopped paying taxes?

A. I stopped paying taxes.

11. Why did you stop?

A. Because I was not getting anything out of it and the way it was situate was nothing to it for me so I stopped paying taxes.

12. After your father acquired the property did he convey a part of it to some one?

A. He sold one-fourth of an acre to The Mayo Beneficial Association.

13. The Bill of Complaint states that he conveyed the one fourth acre on March 31st, 1900 is that correct?

A. So far as I know, I know it was along there somewhere.

14. Are you married?

A. Yes.

15. Is your wife living?

A. Yes.

16. What is her name?

A. Minnie E. Collison.

17. Have you ever had any children?

A. One child, Effie Cornelia.

18. Is she living or dead?

A. She died in infancy.

19. Did she die before Nicholas G. Collison or afterwards?

A. She died before.

20. Do you recall what year she died?

A. 1896.

21. You have no other children?

A. No other children.

To the general question under the rule the witness says:-

A. No.

David W. Collison

Minnie E. Collison, a witness of lawful age, beinf first duly sworn, deposes and says:

(Hillman) 1. State your name and residence?

A. Minnie E. Collison, Mayo.

2. What relation are you to the witness David W. Collison?

A. I am his wife.

3. Have you any children living?

A. No sir.

4. Have you had any children?

A. One little girl lived to be eight months old, Cornelia.

5. When did she die?

A. 1896.

6. The property mentioned in the will referred to herein was sold at tax sale did you buy it in?

A. Yes.

------- -Tax certificate offered as Exam. Exh. No. 3.

7. Did you assign this tax certificate to Thomas E. Collison and his wife?

A. Yes.

------ On back of Exam. Exh. 3, is found Exam. Exh. No. 4

8. After the sale to you was ratified did you obtain a deed for it?

A. Yes.

-----Offered in evidence Exam. Exh. No. 5 being deed from Joseph H. Pepper, late Treasurer, to Minnie E. Collison recorded in Liber J.H.H. 210, fol. 212.

To the general question under the rule the witness says:-

A. No.

Minnie E. Collison

Thomas E. Collison, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman) 1. State your name and residence?

A. Thomas E. Collison, Edgewater, Maryland.

2. Do you know the two previous witnesses?

A. I do.

3. How are you related to them?

A. David W. Collison is my Uncle.

4. Are you the holder of the Tax Certificate No. 1 mentioned in the Bill of Complaint?

A. I am.

5. Are you familiar with the property mentioned herein?

A. I am.

6. Is that the same property that has been held by Mr. David W. Collison under his father's will?

A. Yes it is.

7. Was there any other property devised to David W. Collison by his father that you know of?

A. None that I know of.

8. How old are you?

A. 55 years.

9. Do you know whether the witnesses, Mr. and Mrs. David W. Collison have any children living?

A. They have none.

10. Did they ever have any children?

A. They had one little girl and she died when she was young.

To the general question under the rule the witness says:

A. No.

Thomas E. Collison

There being no other witnesses to be examined on behalf of the Plaintiff, and no further testimony desired on his behalf, this testimony is now closed, and, at request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 15th day of December 1944.

Jno. S. Strahorn (SEAL)

Examiner.

Filed Dec. 15" 1944.

SUBMISSION FOR DECREE.

To the Honorable, the Judges of said Court.

The plaintiffs, by Noah A. Hillman, their Solicitor respectfully shows:

1. That the defendants in this case were summoned or notified by publication to appear to the Bill of Complaint.

2. That no defendants appeared or answered, a decree of pro confesso was entered

and testimony taken.

3. That this cause is now ready for decree.

Wherefore, the plaintiffs hereby submit this cause for such decree as to the Court may seem proper.

Noah A. Hillman
Solicitor for Plaintiffs

Filed Dec. 22" 1944.

DECREE Dec. 28" 1944.

Thomas E. Collison and
Etta Mae Collison, his wife
vs.
David W. Collison, et al

No. 8794 Equity
In The Circuit Court
For
Anne Arundel County

The time limited in the Order of Publication, and in the subpoena, having expired, said Order having been duly published and the Bill of Complaint being taken pro confesso as against the defendant David W. Collison and all persons having or claiming to have any interest in the property mentioned in this case, the Bill of Complaint, Exhibits, Testimony and Proceedings in this case have been by the Court read and considered; and

It is thereupon, this 28th day of December, 1944, by the Circuit Court for Anne Arundel County, ORDERED, ADJUDGED AND DECREED, that the Complainants are entitled to relief, and

It is further ADJUDGED AND DECREED that all rights of redemption of all Defendants, whether named or not, and of all persons having or claiming any interest in the property mentioned in these proceedings, their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest, be, and they are hereby forever foreclosed, the sale of said property by Joseph H. Pepper, Treasurer of Anne Arundel County, as Collector of State and County taxes, being finally ratified and confirmed, together with the rights acquired by the assignment of Tax Sale Certificate Number One to the Complainants herein; and

It is further ADJUDGED AND DECREED, that there is now vested in Thomas E. Collison, the Complainant herein, an absolute and indefeasible title, in fee simple, in the hereinafter described property, free and clear of all alienations and descents of said property prior to this Decree and free and clear of all encumbrances, except taxes accruing subsequent to the date of sale and public easements to which said property may be subject, the said property being described as follows:

All of that tract of land described in a deed dated August 14, 1899 from William D. Collison and Cora M. Collison to Nicholas G. Collison, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 15, folio 205, said to contain twenty and three-tenths acres of land, more or less, and being otherwise known as Lot Number Six (6) of the subdivision of a part of the real estate conveyed to Thomas H. Gaither, Trustee, by Thomas H. Gaither and others by deed dated July 15, 1890 and recorded among the aforesaid Land Records in Liber S.H. No. 37, folio 323. Save and Excepting therefrom the lot of ground containing one-quarter acre which Nicholas H. Collison on March 31, 1900 conveyed to Mayo Beneficial Association, the deed being recorded among said Land Records in Liber G.W. No. 17, folio 234. Being also, the property mentioned in the deed dated December 19, 1939 from Joseph H. Pepper, late Treasurer of Anne Arundel County to Minnie E.

Collison, recorded among said Land Records in Liber J.H.H. No. 210, folio 212, also mentioned in Certificate of Tax Sale Number One, the said Certificate having been, on September 20, 1944, assigned by Minnie E. Collison to the Complainants herein, Thomas E. Collison and Etta Mae Collison, his wife

It is further ADJUDGED AND DECREED that Noah A. Hillman be and is hereby appointed Trustee for the purpose only of executing a Deed to the Complainants Thomas E. Collison and Etta Mae Collison, his wife, in fee simple, conveying the aforesaid property.

It is finally ADJUDGED AND DECREED that the Complainants pay the costs of these proceedings.

Ridgely P. Melvin Judge.

Filed December 28" 1944.

CARY D. HALL, JR., Assignee	:	No. 8828 Equity
vs.	:	In The Circuit Court
HORACE C. AUSTIN, and LEONA AUSTIN,	:	For
his wife.	:	Anne Arundel County.

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled cause and file as an exhibit the mortgage from Horace C. Austin and Leona Austin, his wife, to Cityco Realty Company of Baltimore City, dated August 27, 1935, and recorded in Liber F. A. M., No. 140, folio 537 etc., now by mesne assignments vested in Cary D. Hall, Jr., Assignee for the purpose of foreclosure.

Cary D. Hall, Jr.
Attorney for Complainant.

Filed Jany. 6" 1945.

SHORT ASSIGNMENT OF MORTGAGE

THIS MORTGAGE, Made this 27th day of August in the year nineteen hundred and thirty-five by and between Horace C. Austin and Leona Austin, his wife, Mortgagors of Washington, District of Columbia, of the first part, and the Cityco Realty Company of Baltimore City, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee, of the second part.

WHEREAS the said Mortgagors are justly indebted unto the said Mortgagee in the full and just sum of Five Hundred and Forty ($540.00) Dollars, same being a part of the purchase money of the hereinafter referred to property, which they have agreed to pay Three (3) years after date, with interest at six per cent, payable quarterly.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, in the said State of Maryland, and

BEING the same lot of ground described in a Deed of even date herewith from the said Cityco Realty Company of Baltimore City to the said Horace C. Austin and Leona Austin, his wife, and recorded or intended to be recorded prior hereto among the Land

Records of Anne Arundel County.

IT IS UNDERSTOOD that the conveyance of the property herein referred to shall automatically cause this mortgage to be in default.

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 Mortgagee, its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five Hundred and Forty ($540.00) 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 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 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 Mortgagee, its successors or assigns, or Lawrence Perin, its 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, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty-five ($25.00) 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, its successors and assigns under this Mortgage, whether the same shall have been 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 hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses ----------

incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said Expenses, costs and commissions the said Mortgagors for themselves, their heirs personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns, or Lawrence Perin, its said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least ___Dollars and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Horace C. Austin (SEAL)

Joseph C. Cook Leona Austin (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, that on this 27th day of August in the year nineteen hundred and thirty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Horace C. Austin and Leona Austin, his wife, the Mortgagors named in the aforegoing Mortgage, and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Edward H. Colburn, Vice-President of the Cityco Realty Company of Baltimore City the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Joseph C. Cook Notary Public.

Recorded Sept. 7, 1935, at 10 o'clock A.M., in Liber F. A. M. No. 140, Folio 537 &c., Land Records of Anne Arundel County.

For value received, the Cityco Realty Company of Baltimore City hereby assigns the within mortgage to Joseph C. Cook.

WITNESS the corporate seal of the said Cityco Realty Company of Baltimore City, and the signature of John J. Hurst, Jr., the President thereof, this 14th day of November, 1936.

WITNESS: (CORPORATE SEAL) CITYCO REALTY COMPANY OF BALTIMORE CITY

Anna E. Rivers By John J. Hurst, Jr. President

Received for Record 19 day of Nov. 1936, at 11 o'clock A.M. and same day recorded in Liber F. A. M. No. 140, Fol. 538, Land Records of Anne Arundel County

Frank A. Munroe Clerk.

For value received, I hereby assign the above mortgage to Cary D. Hall, Jr., for the purpose of foreclosure.

Witness my hand and seal, this 29th day of December, 1944.

Test: Dorothy M. Baker Joseph C. Cook (SEAL)

Received for Record January 6, 1945, at 11-10 A.M., in Liber F. A. M. No. 140, Folio 539 etc., ____ Records of A. A. Co.

John H. Hopkins, 3rd., Clerk

Filed Jany. 6" 1945.

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Joseph C. Cook, assignee mortgagee, and Cary D. Hall, Jr., assignee for purpose of foreclosure under the mortgage from Horace C. Austin and Leona Austin, his wife, to the Cityco Realty Company of Baltimore City dated the 27th day of August 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 140 Folio 537 etc. and thereafter assigned at the foot thereof to Joseph C. Cook and thereafter assigned at the foot thereof to Cary D. Hall, Jr., for the purpose of foreclosure, and now filed in these proceedings.

To amount of mortgage debt	$540.00
By payments on account of principal	none
To amount due on principal	$540.00
To interest from August 27, 1935 to February 16, 1945 (date of sale)	$ 90.10
Total amount due	$630.10

Joseph C. Cook

Cary D. Hall, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 13th day of February in the year nineteen hundred and forty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph C. Cook and Cary D. Hall, Jr., respectively the assignee-mortgagee and the assignee for purpose of foreclosure the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Emily May Anderson

Notary Public

Filed Feby. 15" 1945

BOND.

KNOW ALL MEN BY THESE PRESENTS

That we, Cary D. Hall, Jr. of Baltimore City, State of Maryland, as principal, and The Fidelity and Casualty Company of New York, a body corporate, duly incorporated, as

surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand --00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents - sealed with our seals and dated this 10th, day of February, in the year of our Lord one thousand nine hundred and forty five.

WHEREAS, the above bounden Cary D. Hall Jr., by virtue of the power contained in a Mortgage from Horace C. Austin and Leona Austin, his wife, to Cityco Realty Company, dated August 27th, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 140, folio 537 etc. and which mortgage has been duly assigned to said Cary D. Hall Jr., 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 the above obligation is such That if the above bounden, Cary D. Hall, Jr., do and shall well and faithfully perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

In Testimony whereof the above bounden Cary D. Hall, Jr. has hereunto set his hand and seal and the said body corporate has caused these presents to be signed by its Attorney in fact and its corporate seal to be hereto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED — Cary D. Hall, Jr. (SEAL)

in the presence of — Principal

Dorothy M. Baker — (CORPORATE SEAL) THE FIDELITY AND CASUALTY (SEAL)

Ann Asendorf — COMPANY OF NEW YORK

Franklin C. Van Pelt-Attorney

Filed Feby. 15" 1945.

MILITARY AFFIDAVIT.

AFFIDAVIT IN COMPLIANCE WITH SOLDIERS AND SAILORS CIVILE RELIEF ACT OF 1940

Personally appeared Joseph C. Cook, the assignee-mortgagee, Plaintiff, and made oath in due form of law as to the following matters and facts.

That he has made an investigation to ascertain whether or not the above named defendants, Horace C. Austin and Leona Austin, his wife, are in the Military Service of the Army of the United States, Navy, Marine Corps, the Coast Guard, or an officer of the Public Health Service detailed by proper authority for duty with either the Army or Navy, and that as a result of the said investigation affiant does duly state that the defendants, Horace C. Austin and Leona Austin, his wife, are not in any of the above named branches of Military Service. Joseph C. Cook

Sworn to by the above named affiant before me this 19th day of February, 1945.

(NOTARIAL SEAL) — Emily May Anderson, Notary Public

Filed Feby. 20" 1945.

CARY D. HALL, JR., Assignee

vs.

HORACE C. AUSTIN, and LEONA AUSTIN, his wife

No. 8828 Equity

In The Circuit Court For

Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Cary D. Hall, Jr., Assignee of the mortgage from Horace C. Austin and Leona Austin, his wife, to the Cityco Realty Company of Baltimore City dated August 27, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 140, folio 537 etc., and now by mesne assignment vested in said Cary D. Hall, Jr., for the purpose of foreclosure, by an assignment at the foot thereof, respectfully shows:

That after giving bond with approved surety, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks before the sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis, in said County, as described in the advertisement attached to this report, on Friday, February 16, 1945, at 11:00 o'clock A.M. and then and there proceeded to sell said property mentioned in these proceedings and as described in the aforesaid mortgage filed in this Court and as described in said advertisement, at public sale and sold the same to Steven J. Everd and Margaret Everd, his wife, for the sum of Thirteen Hundred Dollars ($1300.00) it being the highest bid therefor, and the said Assignee, named in the said mortgage filed in these proceedings, files herewith a copy of the said advertisement thereof and the purchaser's agreement and the auctioneer's certificate, and prays that they be taken as a part hereof, all of which is respectfully submitted.

And as in duty bound, etc.

Cary D. Hall, Jr.

Assignee named in mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that, on this 17th day of February, in the year nineteen hundred and forty-five, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Cary D. Hall, Jr., Assignee named in mortgage, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Emily May Anderson Notary Public

ANNAPOLIS

ADVERTISEMENT OF SALE

CARY D. HALL, Jr., Attorney at Law 1222 Fidelity Building, Baltimore, Md.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY

By virtue of the power and authority contained in a mortgage from Horace C. Austin and Leona Austin, his wife, to Cityco Realty Company of Baltimore City, dated August 2, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 140, folio 537 etc., and now by mesne assignments vested in Cary D. Hall, Jr., Assignee, for the purpose of foreclosure, the undersigned, as assignee, will offer at public sale (default having occurred), at the Court House door, in the City of Annapolis, Maryland, on

FRIDAY, FEBRUARY 16, 1945 at 11 o'clock A.M. the property situated in Anne Arundel County and described as follows:

Beginning on the northeast side of Mountain Road as laid out forty feet measured by the State Road Commission at the distance of six hundred and seventy and ninety-seven one-hundreds (670.97) feet southeasterly from the east side of Forest Drive and at the southernmost corner of Lot Number 130 as laid out on the revised plat of Bodkin Plains hereinafter referred to; thence southeasterly along the northeast side of Mountain Road fourteen hundred and twenty-five (1425) more or less to the easternmost outline of the entire property heretofore conveyed to the Cityco Realty Company of Baltimore City; thence running and binding on the said easternmost outline north sixty-nine degrees east sixty-nine and twenty-one one-hundredths feet, north eight degrees forty-five minutes east five hundred and twenty-eight feet, north six degrees twenty-nine minutes west five hundred and ninety-four feet, north twenty degrees seventeen minutes west two hundred and sixty-four feet, north forty-eight degrees fifteen minutes west two hundred and sixty-four feet, north thirty-six degrees forty-five minutes east three hundred and sixty-three feet, north four degrees fifteen minutes west one hundred and eighty and four-tenths feet to the southeast side of Lot Number 86; thence southwesterly along the southeast side of Lot Number 86, and containing the same line across the bed of Lake Avenue six hundred and twenty feet more or less to the southeast side of Lot Number 117; thence southwesterly along the southeast side of Lot N, 117 five hundred and sixty-five feet more or less to the southeast side of Lot Number 130; thence along the southeast side of Lot Number 130 south twenty-six degrees sixteen minutes west five hundred and thirty-seven and five-tenths feet to the place of beginning. Containing thirty acres of land more or less, and being Lots Numbered 87 to 102 and 118 to 129, all inclusive, together with that portion of the bed of Lake Avenue running through said tract, as laid out on the revised plat of Bodkin Plains sub-divided by the Cityco Realty Company of Baltimore City and recorded among the Land Records of Anne Arundel County on September 29, 1934, in Plat Book F. S. R. No. 4, folio 18.

The said land is unimproved, and is fully described and is subject to the restrictions set forth in the deed from Cityco Realty Company to Horace C. Austin and Leona Austin, his wife, dated August 27, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 140, folio 535, which restrictions will be read at the time of sale.

TERMS OF SALE: Cash on ratification of sale, A deposit of $300.00 on the date of sale will be required of the purchaser at the time of the sale.
Balance of the purchase money to bear interest from the date of sale at the rate of six per cent per annum. Taxes, insurance and all other liens and expenses to be adjusted as of the date of sale.

For further particulars, apply to:

CARY D. HALL, Jr., Assignee

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have sold the within described property at mortgagee's sale on this sixteenth day of February, 1945, to Steven J. Everd and Margaret Everd, his wife for the sum of Thirteen Hundred Dollars being then and there the highest bid-

ders for the same, which sale was conducted at the Court House door on said date at 11:00 o'clock A.M., and I further certify that the said sale was fairly made.

WITNESS my hand and seal this 16th day of February, 1945.

Geo. W. Scible (SEAL)
Auctioneer.

PURCHASER'S AGREEMENT.

THIS IS TO CERTIFY, that 16th have this day purchased the property fully described in the attached advertisement, this day offered at auction, as above set forth, from Cary D. Hall, Jr., Attorney named in Mortgage, through G. W. Scible, Auctioneer, for the sum of $1300.00, which we agree to pay in accordance with the terms of sale.

WITNESS our hands and seals, this 16th day of February, 1945.

Steven J. Everd (SEAL)
Margaret Everd (SEAL
By Steven J. Everd, Agent

Filed Feby. 20" 1945.

ORDER NISI.

Ordered, this 20th day of February, 1945, That the sale of the property mentioned in these proceedings made and reported by Cary D. Hall, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of March 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 March next.

The report states that the amount of sales to be $1300.00

John H.Hopkins, 3rd., Clerk.

Filed Feby. 20" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8828 - Cary D. Hall, Jr. vs. Horace C. Austin & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of March, 1945. The first insertion being made the 22nd day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By H. White

Filed April 12" 1945.

ORDERED BY THE COURT, This 12th day of April, 1945 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 cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin C.J.

Filed April 12, 1945.

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account.

April 18, 1945.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Cary D. Hall, Jr., Assignee, vs. Horace C. Austin and Wife in ac. with Cary D. Hall, Jr., Assignee

To Assignee for fee	$ 25.00	
To Assignee for Commissions	69.76	$ 94.76
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	54.00	
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
Fidelity & Casualty Co. - bond premium	10.00	
George W. Scible - auctioneer's fee	10.00	
Clerk of Court - recording assignment	.75	
Emily M. Anderson - notary fees	.75	
One-half U. S. revenue stamps	.83	
One-half State revenue stamps	.65	
Revenue stamps and recording fees on tax sale deed	7.10	94.08
To Assignee for Taxes, viz:		
County Commissioners of A. A. County - amount paid to redeem property - taxes for years 1939-1945, inclusive, with interest thereon		305.76
To Joseph C. Cook, Assignee mortgagee - in full for mortgage claim filed		630.10
To Horace C. Austin and Leona Austin, his wife, mortgagors - this balance		176.44
		1,338.89

Cr. Feb. 16, 1945.

Proceeds of Sale	$1,300.00
Interest on deferred payment	7.50
	1,307.50
Refund 10½ months 1945 taxes ($35.75)	31.39
	1,338.89

ORDER NISI.

ORDERED, This 24th day of April, 1945, 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 26th day of May, 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 26th day of May next.

John H. Hopkins, 3rd., Clerk.

Filed April 24" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1945.

We hereby certify, that the annexed Order Nisi - Auditor's Account - Horace C. Austin was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of May, 1945. The first insertion being made the 26th day of April, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed May 24" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of May, 1945, 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark.

Filed May 28" 1945.

ADDIE PARKER (81 Pleasant st. Annapolis, Md.)		No. 8831 Equity
VS.	:	In The Circuit Court for
ROGERS PARKER (Parole, Md.)	:	Anne Arundel County.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining, says:

FIRST: That by deed dated August 27, 1943, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 288, folio 278, Benjamin Michaelson and wife conveyed to the respondent and her Lots Nos. 31 and 32, on the southwest side of the state road leading from Annapolis to Parole in the Second Election District, as shown on a certain plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 225, a certified copy of said deed being filed herewith and marked "Complainant's Exhibit A." That said lots are improved by a one-story, frame bungalow, which property has a total sales value of approximately $3,500.00.

SECOND: That the above real estate is subject to a mortgage from the complainant and respondent to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, dated August 27, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 279, in the principal amount of $2,400.00, on which there is now due and unpaid a balance of $2,277.64.

THIRD: That your oratrix was granted a divorce a vinculo matrimonii from the respondent, Rogers Parker, on November 9, 1944, in the proceedings known as No. 2410 Divorces, in the Circuit Court for Anne Arundel County, a certified copy of said decree of divorce being filed herewith and marked "Complainant's Exhibit B."

FOURTH: That at the time said decree of divorce was granted, title to said real estate automatically vested in your oratrix and the respondent as tenants in common, the said Addie Parker and Rogers Parker both being of full legal age.

FIFTH: That for some time past, the respondent, Rogers Parker, has been occupying said property without accounting to your oratrix for its use by the payment of rent; and that your oratrix is, therefore, being deprived of any benefit from or enjoyment of said real estate.

SIXTH: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your oratrix, by reason thereof, feels that a public sale of the premises should be made and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END, THEREFORE:

(1) THAT a decree may be passed by this Honorable Court authorizing a public sale of the property herein mentioned.

(2) THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

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

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said Rogers Parker, who resides at Parole, Maryland, commanding him to be and appear in this Honorable Court at some day certain 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.

Albert J. Goodman — Addie Parker

Solicitor for Complainant — Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of January, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Addie Parker and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) Grace E. Roth Notary Public.

Filed Jan. 22" 1945.

COMPLAINANT'S EXHIBIT A.

(INT. REV. STAMP $3.30) (MD. STATE STAMP $2.60)

THIS DEED, Made this 27th day of August, in the year one thousand nine hundred and forty-three, by and between Benjamin Michaelson and Naomi D. Michaelson, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and Rogers Parker and Addie Parker, his wife, parties of the second part, Grantees.

Witnesseth, that in consideration of the sum of Five Dollars, and other good and valuable considerations paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said Benjamin

Michaelson and Naomi D. Michaelson, his wife, do grant and convey unto the said Rogers Parker and Addie Parker, his wife, as Tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, all those two lots of ground, situate, lying and being in the Second Election District of Anne Arundel County, and described as follows, that is to say:

ALL those two lots of ground situate in the Second Election District of Anne Arundel County, Maryland, on the southwest side of the State Road leading from Annapolis to Parole, and fronting thereon sixty feet and having a depth therefrom of one hundred and twenty feet, designated as Lots Numbers 31 and 32 on the Plat filed in Plat Book G. W. No. 1, Section 3, folio 225 of Anne Arundel County.

Being the same property which was conveyed to the said Benjamin Michaelson and Naomi D. Michaelson, his wife, by Mary Nater, widow, by deed ---------- dated January 17, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212, folio 342.

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 anywise appertaining.

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Rogers Parker and Addie Parker, his wife, as Tenants by the Entireties, the survivor of them, their heirs and assigns, in fee-simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted, and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors.

Test: Benjamin Michaelson (SEAL)

Lina Johnson Naomi D. Michaelson (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 28th day of August, in the year one thousand nine hundred and forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Naomi D. Michaelson, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Lina Johnson, Notary Public

Recorded Aug. 27" 1943 at 3 P.M.

State of Maryland, Anne Arundel County, Set:

I hereby certify that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 288, folio 278, one of the Land Record Books 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 17th day of January, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Jan. 22" 1945.

COMPLAINANT'S EXHIBIT B

Addie S. Parker
VS.
Rogers D. Parker

No. 2410 Divorces-Equity.
In the Circuit Court for Anne Arundel County, Maryland.

This cause standing ready for hearing and being submitted by the plaintiff the proceedings were read and considered by the Court.

Whereupon it is ordered this 9th day of November Nineteen Hundred and forty-four by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff Addie S. Parker, be and is hereby divorced "a vinculo matrimonii" from the defendant the said Rogers D. Parker.

And it is further adjudged, ordered and decreed that the said defendant, Rogers D. Parker, pay to the complainant, Addie S. Parker, for her support and maintenance the sum of Fifteen Dollars ($15.00) per week as alimony, subject to the further order of this court.

And is further adjudged, ordered and decreed that the defendant pay the costs of these proceedings.

Ridgely P. Melvin C.J.

STATE OF MARYLAND, Anne Arundel County, Set:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 22nd day of January A.D., 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed Jan. 22" 1945.

ANSWER TO BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

The answer of Rogers Parker, defendant in the above cause, to the bill of complaint, against him in this Court exhibited.

This defendant, answering, says:

First: That he admits the allegations in the first paragraph of said bill of complaint, relative to the conveyance of said property, but he avers that the purchase price of said property was $2,700, which is its probable value.

Second: That he admits the allegations in the second paragraph of said bill of complaint as to the present mortgage indebtedness, but he avers that he paid the deposit of $300 on the purchase price, and he has been paying the mortgage debt from his own earnings.

Third: That he admits the allegations in the third paragraph of said bill of complaint.

Fourth: That he admits the allegations in the fourth paragraph of said bill of complaint.

Fifth: Answering the fifth paragraph of said bill of complaint, this defendant avers that the plaintiff is not entitled to any rent for the premises, and further that she left the same of her own free will and has not been deprived of its use, except by her own conduct.

Sixth: That he admits the allegations in the sixth paragraph of said bill of complaint, and avers that he is satisfied to have said property sold provided that he has proper representation in the premises.

Having fully answered said bill of complaint, this defendant prays to be hence dismissed with his costs.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for Defendant.

Rogers Parker
Defendant

Filed Feby. 6" 1945.

Addie Parker
vs.
Rogers Parker

No. 8831 Equity
In The Circuit Court For
Anne Arundel County

Testimony on behalf of the Plaintiff and Defendant. and Three exhibits.

PRESENT:-

Mr. Albert J. Goodman, Solicitor for Plaintiff.

Mr. Benjamin Michaelson, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

------Agreement of counsel to waive signatures.

WITNESSES:-

Addie Parker, ---------- 2 to 3 -----3 to 7

Thomas G. Basil, ---------- 8 to 9

Rogers Parker (Defendant) --------10 to 12 --- 12 to 13

Benjamin Michaelson, ----------14

Addie Parker, the Plaintiff, being first duly sworn, deposes and says:-

(Goodman) 1. State your name and residence?

A. Addie Parker, 81 Pleasant st., Annapolis, Md.

2. Are you married now?

A. No sir.

3. Who was your husband?

A. Rogers Parker.

4. When did you obtain your divorce from Rogers Parker?

A. November 9th, 1944.

5. Is this paper which I hand you a certified copy of your divorce decree?

A. It is.

-----Offered and filed as Examiner's Exhibit 2.

6. Did you and your husband own any real estate during your marriage?

A. Yes.

7. Where was it located?

A. Camp Parole.

8. Do you still own it?

A. Yes.

9. I hand you this deed between Benjamin Michaelson and wife and Rogers Parker and Addie

Parker, his wife, as tenants by the entireties, and ask you if this is a certified copy of the deed whereby you acquired this property?

A. Yes.

-----Offered and filed as Exam. Exh. 1.

10. Who is living in this house now?

A. Rogers Parker and his lady friend.

11. Has he been in continuous possession of it since you separated?

A. Yes.

12. Is he paying any rent for its occupancy?

A. No sir.

13. Do you owe anything on the property?

A. Yes, we owe this debt to The Enterprize Federal Savings and Loan Asso. of "2279.03.

14. This is a mortgage that was executed by both you and your husband?

A. Yes.

15. What sort of property is this?

A. It is a story and a half bungalow, has three bedrooms, another little room for a bath, kitchen, dining room and living room and cellar; there is a furnace down there but it was broke when I bought it.

16. Does it have much yard?

A. No.

17. What is your desire to do with respect to this property you and your former husband owned together?

A. Sell it.

18. Why do you want to sell it?

A. It cannot be divided between us and I don't want him to keep it and he won't let me keep it and we own it together.

19. What value do you place on this house?

A. I think it's worth about $3,000, it might be more than that. It is in need of a little repairing but not very much.

20. Your object in filing this suit is to have the court appoint a trustee to sell the house at public sale so that the surplus money can be divided between you and your former husband.

A. Yes.

Cross Examination.

(Michaelson)

1. When you and your former husband paid $2700 you purchased this property together?

A. Yes.

2. Made a deposit of how much?

A. $300 I brought you.

3. Where did it come from?

A. Off of my furniture.

4. Did you not borrow this money from The Small Loan Company on Main street called Lincoln Loan Co. or Consumer's?

A. It was Consumers.

5. That was when you made the payment?

A. Yes, but I could not get it only on my furniture.

6. Your husband and you signed the note?

A. Yes.

7. Where did the money come from paid on account of this mortgage of $2400 to the Building Association?

A. Rogers and I paid on it when he gave me the amount of money to pay, $14 sometimes every two weeks and $30 sometimes every two weeks, and to be sure of it I use to take $5 from what he gave me.

8. The money you paid was what Rogers Parker gave you?

A. No, not all of it, whatever I made on Prince George street where I was working I paid.

9. Under the terms of the mortgage you and your husband were to pay $25 a month?

A. That's right.

10. That was for the purpose of paying taxes, insurance, water rent and interest on the money and to reduce the principal?

A. That's right.

11. You know how much money has been paid since August 25th, 1943 when this loan was made?

A. $403 been paid in for all these items enumerated.

12. Tell the Court when you borrowed this money and began to make payments of $25 a month where the money came from to be paid?

A. The monthly payments? Just as I told you Rogers and I paid it; he gave me sometimes $14 sometimes ---------- $30 every two weeks, and I made up the difference, that what I worked for, I was working on Prince George street.

13. What's the name of the family you worked for?

A. It's a funny name, she is not there she has gone away, I know I use to work down there.

14. How long did you work there?

A. I worked there until Rogers pretended he was sick and I had to come home.

15. How long did you work there?

A. Two and a half years.

16. When did you start to work there?

A. In August, 1942.

17. You worked there how long?

A. I worked there until April gone, 1944.

18. And you don't know who it was you worked for?

A. It's a funny name, he had been at sea seven years, it is hard to remember the name.

19. What was the number of the house where you went to work?

A. 204, I think it was, Prince George street.

20. You and your husband had differences and you did not bring any payment to the association after what time?

A. August 1944 gone.

21. When did you leave the home your husband occupies?

A. August 14th, 1944.

22. Up until August, 1944, had your husband given you money to pay the association before you had your differences?

A. He gave me what I told you and what I did not have I made up.

23. He gave you $14 every two weeks and sometimes $30?

A. That's right.

24. Did you use that money to pay the Building Association?

A. Not all of it, I said if I was short $5 I would take it from my money.

25. If you had enough you would pay it?

A. Sure.

26. From the money Rogers gave you?

A. No sir I could not.

27. Why could you not?

A. Because I had a store bill and all to pay.

28. How much were you making when you were working?

A. $15 a week.

29. You made $60 a month and you got what your husband gave you?

A. He use to give me $30 sometimes every two weeks. But some came out of that, he had to get a book for Washington to travel back and forth to work.

30. The months he gave you $30 every two weeks plus the $60 you made, that was $120 a month?

A. That's right, and had to buy food and electric light, bills to pay, his mileage here cost $5.90 on the bus, for 14 days

Re-Direct.

(Goodman)

1. What rent did you pay for that property when you occupied it as a tenant under Mr. Michaelson before your marriage?

A. $20 a month.

2. What year was that?

A. It was prior to August, 1943.

3. Your deed is dated August 27th, 1943, were you working at that time?

A. Yes.

4. Was your husband working also?

A. Yes, right in Washington.

5. You say your salary then was $15 a week?

A. Yes.

6. When your husband paid you this money every two weeks what were you supposed to use that money for?

A. To pay the store bill, electric light bill and to pay on the house.

7. His money paid you was to be applied for living expenses of both of you as well as installments on the mortgage?

A. Yes.

8. Your testimony is that you were adding your money with his?

A. Yes, he would not have enough money to get his book and I would take my own money too.

9. Who made the payments to the office of the Building Association?

A. I carried every one of them there up until August, 1944.

10. Did you pay them in cash or by check?

A. Cash money.

11. How much of that $300 loan you made from The Consumers Cr. Co. has been paid off?

A. All of it has been paid off, and then my husband kept after me to go back and get money to get wood and coal for this Winter gone, and I really did go back and got $210.

12. Who paid the $300 off?

A. Him and I.

13. Out of the same money you have testified about?

A. That's right.

14. Where is your household furniture?

A. In the house and it cannot be moved because I still owe on it for this other loan.

15. Is your husband still making the payments?

A. No, I am still making every one myself.

16. How much do you still owe on it?

A. About $100 and something, it was $210.

17. What's the balance now due?

A. I don't know what the balance is, I know I am still paying on it myself.

18. Your husband is on that note?

A. No sir, he was on it, he is not on it now.

19. Had his name taken off?

A. Yes, I had it taken off, I really did. I went to the Loan Co. and told them I was getting a divorce and they asked did I still want to have his name on it and I told them no, and they just made out another loan in my name alone.

To the general question under the rule the witness says:-

A. No.

Signature waived by agreement of counsel.

Thomas G. Basil, a witness of lawful age, being first duly sworn, deposes and says:

(Goodman) 1. State your name and residence?

A. Thomas G. Basil, 5 Brooke ave., Annapolis, Md.

2. What is your business?

A. Real Estate broker and insurance.

3. How long have you been engaged in Annapolis as a realtor?

A. In the real estate business for ten years.

4. Are you familiar with properties located in the vicinity of Camp Parole, Anne Arundel County, Md.?

A. I am.

5. Did you have occasion to examine the property located at Camp Parole belonging to Addie and Rogers Parker, the parties to this suit?

A. I did.

6. Will you describe the dwelling house owned by them?

A. A frame bungalow, composition shingle roof, unfinished loft in the top that cannot be used, has basement in the rear about 8X10, concrete foundation, situate on lot 60X120, house in need of repair, has two bedrooms, a kitchen, dining room and living room small pantry and small room.

7. How close to the intersection of Camp Parole Road with South River road is this house located?

A. Within 300 feet approximately, fronts on Wtst street extended.

8. Is this property in your opinion susceptible of division in kind between the parties to this suit?

A. It is not possible to divide it.

9. What should be done with it in order to separate their interests?

A. Only way could be done would be to sell it.

10. What, in your opinion, is its market value?

A. Conservatively about $2700.

11. What in your opinion is a fair rental value of this property?

A. $27 a month.

Cross Examination.

(Michaelson) Cross Examination

1. What in your opinion is the size of the house?

A. I would say 20 feet front and 35 feet deep

To the general question under the rule the witness says:

A. No.

Testimony on behalf of the Defendant.

Rogers Parker, the Defendant, being first duly sworn, deposes and says:

(Michaelson)

1. State your name and residence?

A. Rogers Parker, Camp Parole, Anne Arundel Co., Maryland.

2. You are Rogers Parker the former husband of Addie Parker?

A. Yes.

3. Do you recall buying the piece of property you now still own?

A. That's right.

4. Recall what you paid for it?

A. $2700.

5. Made a down payment or deposit of how much at the time was bought?

A. $300.

6. Where did that money come from?

A. Came from the Loan Company.

7. Who made the loan, you and your wife?

A. That's right.

8. That was for $300?

A. Yes.

9. How much of that money have you paid back?

A. I paid all back except some fifty dollars.

10. What happened to the balance you owed?

A. After she went contrary she went back and got another $210, so the man took the $50 we owed out of that to clear that balance.

11. At the time you made the new loan you still owed $50 on the old loan?

A. The new loan $210 was made to pay off the balance due on the first loan of $300 which balance was fifty some dollars?

12. How much money did you give to your former wife Addie Parker while getting along

together right at the time you bought this property?

A. I was working in Washington and making around about $50 or $60 every two weeks, out of that I paid my wife $40 and $48, I use to give her, $40 was the lowest.

13. She says $14 every two weeks and sometimes $30 every two weeks?

A. She tells what is not so.

14. You are positive you gave her $48 every two weeks?

A. Yes. And for my ticket she only gave me one $5 to get my ticket, that was the only money I received. I gave her $190 from my bonus.

15. When did you get your bonus?

A. February, 1944, the same year she borrowed $210 I gave her that money, and she had a piece of paper with $70 on it, and she said "this is the wood man's bill" and she counted that out, and she said she was sorry to have to give away all this money, and on that Friday I gave her $48 my pay roll and she acted all right with me until that Friday I gave her the money and I bought four packages of cigarettes, and she, - (interruption)

16. That was in February, 1944?

A. Yes.

17. Shortly after that you and your wife had trouble?

A. Yes.

18. After you had differences did you make payments to the Building Association yourself?

A. Yes.

19. You don't have any other records other than the book, your wife has the Building Association Book?

A. Yes.

Mr. Goodman produces the book which is filed as Exh. X

20. You are asking the Court to require your former wife to pay back to you the amount of money you paid for her part in this property?

A. What I want, I want the home.

21. You are asking the Court to pay you back the amount of money you claim you paid for her part in the property out of the payments that were made. The payments that were made you are telling the Court were made out of your money?

A. That's right.

22. And any division out of the proceeds of sale you expect the Court to compel your former wife to pay you back out of her share what you have paid for her?

A. That's right.

Cross Examination.

(Goodman)

1. When you and your wife lived together and had no trouble you both pooled your money together?

A. I gave her my money.

2. Was she working at that time?

A. No sir.

3. Never was working?

A. No sir.

4. Did she ever earn any money while buying that property?

A. That woman went to work once.

5. You say your wife was never working during the period you were buying this property?

A. No sir, she worked one day.

6. When you gave her your money she was supposed to use that for both of you, buy the food and pay the electric bill, etc.?

A. Sure.

7. Used that to buy her clothes?

A. She could do anything she choose long as she treated me all right.

8. You wanted her to use that money for both of you?

A. Very little money she spent on me.

9. You were satisfied?

A. Sure.

10. Even if she put money on the property that was for both of you?

A. Surely.

11. So as long as you lived together and were happy you were perfectly content to let Addie use your money to pay on the property that both of you were going to live in and going to own?

A. That's right.

12. Just because you got a divorce now you are asking for part of that money back, is not that right?

A. I did not do anything to her for her to get that divorce.

13. Is that the only reason you are asking for that?

A. I am not particular about money, I am particular for having some place to stay long as I put my money in it.

14. It does not make any difference to you whether the house is sold or not?

A. It should make a difference after I put my cash money in the place and tried to do right.

15. You are not objecting to having the place sold at public sale?

A. No sir.

Re-Direct.

(Michaelson)

1. After you and your wife had differences you did not intend the money being paid on this property by you to the Building Association was to be your wife's money?

A. It was my money.

2. You did not expect her to share in that after you had differences?

A. No sir.

To the general question under the rule the witness says:

A. No.

Signature waived.

Mr. Benjamin Michaelson, Attorney for the Defendant, being first duly sworn, deposes and says:-

-------Objection by Mr. Goodman.

(By Mr. Michaelson)

I am Assistant Secretary of the Enterprize Building and Loan Association. The account of Rogers Parker and Addie Parker according to the records show a loan of

$2400 made to them by way of mortgage dated August 27th, 1943. Under the terms of the mortgage, the mortgagors were to pay $25 a month. The account shows, with the exception of three payments, they paid $25 a month. The amount paid since August 1, 1944 on account of the mortgage $135; balance owing to the Enterprize Building and Savings Association as of February 12th, 1945 is $2279.03.

Cross Examination.

(Goodman)

1. Was there a payment made on the account in February, 1945?

A. Yes, February 12th, 1945 payment of $10.

2. Was there one in January?

A. January 13th, 1945 of $25.

3. How many times did Rogers Parker make payments?

A. Five regular ones of $25 and the last one of $10, total $135.

There being no other witnesses to be examined on behalf of either the Plaintiff or Defendant at this time, they not desiring to take any further testimony, this testimony is now closed, and at request of Solicitors for both parties is returned to the Court, now closed.

Witness my hand and seal this 26th day of February, 1945.

Jno. S. Strahorn (SEAL)
Examiner.

Filed Feby. 26" 1945.

Exhibit- Bank Book- Filed Feby. 26" 1945.

SUBMISSION FOR DECREE

To The Honorable, The Judges Of Said Court:

The above case is respectfully submitted for decree, and the 41st general equity rule is hereby waived.

Albert J. Goodman
Solicitor for Complainant
Benjamin Michaelson
Solicitor for Respondent

Filed Feb. 27" 1945.

ADDIE PARKER
VS.
ROGERS PARKER

No. 8831 Equity
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

DECREE FOR SALE OF REAL ESTATE

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered by the Court.

IT is thereupon, this 28th day of February, 1945, by the Circuit Court for Anne Arundel County sitting in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that ALBERT J. GOODMAN and BENJAMIN MICHAELSON 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 in the penalty of Three thousand Dollars ($3000), 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 (3) weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of FIVE HUNDRED DOLLARS ($500.00) to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court 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 of said property, his, her or their heirs, the property and estate to him, her or then sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from and under them or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to 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.

Ridgely P. Melvin Judge

Filed Feby. 28" 1945.

TRUSTEES' BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, Albert J. Goodman and Benjamin Michaelson, Trustees as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N.Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Hundred ($3,500) 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 and administrators, jointly and severally, firmly by these presents, sealed with our seal ---------- and dated this 9th day of March, Nineteen Hundred and 45.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court for Anne Arundel County bearing date on or about the 28th day of February, 1945 and passed in a cause entitled Addie Parker vs. Rogers Parker No. 8831 Eq. the said Albert J. Goodman and Benjamin Michaelson, Trustees, are authorized and empowered to make sale of the property described in said proceedings.

And whereas the said Albert J. Goodman and Benjamin Michaelson, Trustees, are -- about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Albert J. Goodman and Benjamin Michaelson, Trustees 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 said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Grace R. Hartge

Albert J. Goodman (SEAL)

Benjamin Michaelson (SEAL)

(CORPORATE SEAL)

EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson Attorney-in-fact

Filed March 9" 1945.

REPORT OF SALE OF TRUSTEES and ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE report of ALBERT J. GOODMAN and BENJAMIN MICHAELSON, Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

THAT after giving bond with security for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, they did attend at the court house door in the City of Annapolis, Maryland, on Tuesday, the 27th day of March, 1945, at 11 a.m., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

ALL those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, on the southwest side of the State Road leading from Annapolis to Parole, and fronting thereon 60 feet and having a depth therefrom of 120 feet, designated as Lots Nos. 31 and 32 on the plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 225.

BEING the same property which was conveyed to Rogers Parker and Addie Parker, his wife, by Benjamin Michaelson and wife by deed dated August 27, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 278.

SAID property being sold to FREDERICK C. GILMER at and for the sum of THREE THOUSAND THREE HUNDRED DOLLARS ($3,300.00), he being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman

Benjamin Michaelson

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN and BENJAMIN MICHAELSON, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set

forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Grace E. Roth Notary Public

ADVERTISEMENT OF SALE.

George B. Scible, Auctioneer TRUSTEES' SALE OF VALUABLE REAL ESTATE Located at Parole, Anne Arundel County, Maryland.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 28th day of February, 1945, and passed in a cause in said Court pending, wherein Addie Parker is complainant and Rogers Parker is respondent, the undersigned will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, March 27, 1945 at 11:00 A.M.

All those two lots of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, on the southwest side of the State Road leading from Annapolis to Parole and fronting thereon 60 feet and having a depth therefrom of 120 feet, designated as Lots Nos. 31 and 32 on the plat filed among the Plat Records of Anne Arundel County in Plat Book G.W., No. 1, Section 3, folio 225.

This property is improved by a one-story, frame bungalow.

TERMS OF SALE as prescribed by the decree: A deposit of $500.00 will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from the day of sale to the day of settlement.
Taxes, insurance and other expenses to be adjusted to the day of sale.

This property is sold subject to a first mortgage to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland.

ALBERT J. GOODMAN,
BENJAMIN MICHAELSON, Trustees.

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have purchased this 27th day of March, 1945, the property mentioned in these proceedings from Albert J. Goodman and Benjamin Michaelson, Trustees, for the sum of Thirty-three Hundred Dollars and I hereby agree to comply with the terms of sale.

Witness: Frederick C. Gilmer
Benj. Michaelson Purchasers

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 27th day of March, 1945, sold the property mentioned in these proceedings to Frederick C. Gilmer for the sum of Thirty-Three Hundred Dollars, he being at that price the highest bidder therefor.

Witness: Geo. W. Scible
Benj. Michaelson Auctioneer.

Filed March 28" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., March 27, 1945

We hereby certify, that the annexed Trustees Sale - Parker - vs. Parker was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of March, 1945. The

first insertion being made the 2 day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed March 28" 1945.

ORDER NISI.

Ordered, this 28th day of March, 1945, That the sale of the real estate mentioned in these proceedings made and reported by ALBERT J. GOODMAN and BENJAMIN MICHAELSON, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of April next.

The report states the amount of sale to be $3,300.00.

John H. Hopkins, 3rd., Clerk.

Filed March 28" 1945

CERTIFICATE OF PUBLICATION

ANNAPOLIS, MD., April 13, 1945.

We hereby certify, that the annexed Order Nisi - Eq. 8831 - Addie Parker was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of April, 1945. The first insertion being made the 29th day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed April 30" 1945.

ORDERED BY THE COURT, This first day of May, 1945, 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark Judge

Filed May 1" 1945.

PETITION TO SUBSTITUTE PURCHASERS, etc., and ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of FREDERICK C. GILMER respectfully represents unto Your Honors:

FIRST: That on the 27th day of March, 1945, he became the purchaser of the real estate mentioned in these proceedings sold at public sale by ALBERT J. GOODMAN and BENJAMIN MICHAELSON, trustees appointed by decree of this Honorable Court on February 28, 1945.

SECOND: That said sale was duly reported to this Court on March 27, 1945, and will be finally ratified after April 30, 1945.

THIRD: That your petitioner inadvertently neglected to inform said trustees that this property was being purchased for himself and LOTTIE GILMER, his wife, so that said sale was erroneously reported to FREDERICK C. GILMER alone.

FOURTH: That he now desires and, therefore, petitions this Honorable Court, that FREDERICK C. GILMER and LOTTIE GILMER, his wife, be substituted as purchasers of the aforesaid property in the place and stead of FREDERICK C. GILMER and that said trustees be authorized to execute a deed to them as such substituted purchasers.

AND AS IN DUTY BOUND, ETC.

Frederick C. Gilmer, Petitioner.

ASSENT OF SUBSTITUTED PURCHASERS

We do hereby assent to the substitution of our names as purchasers of the real estate mentioned in these proceedings, and we agree to comply with the terms of said sale.

Frederick C. Gilmer

Lottie Gilmer

ASSENT OF TRUSTEES

The undersigned, ALBERT J. GOODMAN and BENJAMIN MICHAELSON, trustees appointed by decree of this Court, hereby consent to the substitution of FREDERICK C. GILMER and LOTTIE GILMER, his wife, as the purchasers of the above-described property.

Albert J. Goodman

Benjamin Michaelson

Filed April 13" 1945. Trustees

ORDER OF COURT.

UPON the aforegoing petition and assents of the substituted purchasers and trustees, it is this 16th day of April, 1945, by the Circuit Court for Anne Arundel County in equity ordered that FREDERICK C. GILMER and LOTTIE GILMER, his wife, be substituted as the purchasers of the property sold to FREDERICK C. GILMER by ALBERT J. GOODMAN and BENJAMIN MICHAELSON, trustees appointed by decree of this Court; and the said ALBERT J. GOODMAN and BENJAMIN MICHAELSON, trustees, are hereby authorized to execute a deed to the said FREDERICK C. GILMER and LOTTIE GILMER, his wife, as such purchasers upon their compliance with the terms of said sale.

Ridgely P. Melvin Judge

Filed April 16" 1945.

Addie Parker vs. Rogers Parker

No. 8831 Equity
In The Circuit Court For
Anne Arundel County

Petition to allow payment of claim-affidavit and Order of Court thereon.

To the Honorable, the Judges of said Court:

The petition of the Enterprise Federal Savings and Loan Association of Annapolis Maryland, by Benjamin Michaelson, its Solicitor, respectfully represents:

1. That your petitioner is the mortgagee in a mortgage from the said Addie Parker and Rogers Parker, covering the property mentioned in this cause, dated August 27, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 279, said mortgage being a first lien against said property.

2. That there is a balance due to your petitioner, including interest, in the sum of $2,300.00, statement of which is hereto attached, as a part of this petition.

3. That your petitioner is informed that there is sufficient money in the hands of the trustees in this cause, to pay the aforesaid mortgage debt.

Wherefore your petitioner prays this Honorable Court to pass an order in this cause directing the Court auditor to allow payment of this claim in the auditor's account to be stated and authorizing the said trustees to pay said claim after ratification of the auditor's account by the Court.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor.

Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc.
Royal H. Wigley Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Royal H. Wigley, Secretary of the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Inc., and he 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.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Katharine H. McCutchan (SEAL)
Notary Public

Filed May 11" 1945.

ORDER OF COURT

UPON the foregoing petition and affidavit, it is hereby ordered this 14th day of May, 1945, by the Circuit Court for Anne Arundel County that the Auditor, in stating the account in this cause, allow payment of the claim of the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Inc., and it is further ordered that the Trustees pay said claim after ratification of the Auditor's account by the Court; subject to the usual exceptions.

James Clark Judge

Filed May 14" 1945.

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS
15 School Street ANNAPOLIS, MARYLAND

May 10, 1945

Addie Parker and Rogers Parker, Drs.

to

Enterprise Federal Savings and Loan Association

Balance due on mortgage ---------- $2,300.00

Certified correct:

Benjamin Michaelson
Assistant Secretary

AUDITOR'S REPORT AND ACCOUNT

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 he has stated the within account.

May 18, 1945.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Addie Parker vs. Rogers Parker in ac. with Albert J. Goodman and Benjamin Michaelson, Trustees

To Trustees for Commissions $129.70

To Trustees for Court costs, viz:

To Plaintiff's Solicitor's appearance fee	$ 10.00	$	
Defendant's Solicitor's appearance fee	10.00		
Clerk of Court - costs	22.75		
Jos. H. Griscom, Sheriff - costs	.95		
Auditor - stating this account	13.50		57.20
To Trustees for Expenses, viz:			
Capital-Gazette Press - advertising sale	25.00		
Capital-Gazette Press - handbills	5.50		
Capital-Gazette Press - Order Nisi (sale)	5.00		
Capital-Gazette Press - " " (this acct.)	5.00		
Eagle Indemnity Co. - bond premium	14.00		
Thos. G. Basil - appraiser's fee	10.00		
John S. Strahorn - Examiner's fee	8.00		
Juliet D. Strahorn - stenographer	6.25		
George W. Scible - auctioneer's fee	16.00		
Albert J. Goodman - fee for legal services as per order of 3/29/45	150.00		
Clerk of Court - certified copies	2.00		
One-half State & Federal revenue stamps	3.67		
Grace E. Roth - notary fees	1.00		
Katharine H. McCutchan - notary fee	.50		251.92
To Trustees for Taxes, viz:			
1945 State & County taxes ($35.60-adj.)			8.90
To Trustees for Benefit Charges, viz:			
Water rent to 3/27/45			1.75
To Trustees for Claim filed, viz:			
Enterprise Federal Savings & Loan Ass'n of Annapolis - in full for mortgage claim as per order of 5/14/45		2,300.00	
Balance for distribution - $573.83			
Distributed as follows:			
To Addie Parker - one-half	286.92		
To Rogers Parker - one-half	286.91	573.83	
		3,323.30	

Cr. Mar. 27, 1945	Proceeds of Sale	$3,300.00
	Interest on deferred payment	23.30
		3,323.30

ORDER NISI.

ORDERED, This 18th day of May, 1945, 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 20th day of June 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 May next.

John H. Hopkins, 3rd., Clerk.

Filed May 18" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., June 18" 1945.

We hereby certify, that the annexed Order Nisi - Equity #8831 Auditor's Acct. - Addie Parker was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of June, 1945. The first insertion being made the 19th day of May, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed June 20" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26 day of June, 1945, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin C.J.

Filed June 20" 1945.

MARY L. MEWSHAW, widow	:	NO. 8834 EQUITY
DOROTHY M. NEALL	:	
ALLEN O. NEALL husband	:	
AGNES L. HALL	:	IN THE
AUGUSTUS C. HALL, husband	:	
WILLIAM F. MEWSHAW, divorced	:	
CLAIRE C. O'CONNELL	:	
T. EDWARD O'CONNELL, husband	:	CIRCUIT COURT
MARY E. WILLIAMS	:	
WILLIAM A. WILLIAMS, husband	:	
RAYMOND D. MEWSHAW	:	
MADELINE L. MEWSHAW, wife	:	FOR
MARGARET E. NEIGHOFF	:	
OREGON T. NEIGHOFF, husband	:	
FRANCES D. BROWN	:	
ROBERT E. BROWN, husband	:	ANNE ARUNDEL COUNTY
ALMA C. MEWSHAW, single	:	
FRANK L. MEWSHAW, JR.	:	
MARIE B. MEWSHAW, wife	:	
REGINA A. MEWSHAW, single	:	

VS.

EMILY LEE MEWSHAW, infant :
ALVA L. MEWSHAW, infant :
GEORGE M. DONALDSON :
FRANCES L. DONALDSON, wife :
: : : : : :

BILL OF COMPLAINT and Complainants' Exhibits A, B, and C

To the Honorable, the Judges of said Court:

The BILL OF COMPLAINT of Mary L. Mewshaw, widow of Frank L. Mewshaw, Dorothy M. Neall and Allen O. Neal, her husband, Agnes L. Hall and Augustus C. Hall, her husband, William F. Mewshaw, divorced, Claire C. O'Connell and T. Edward O'Connell, her husband, Mary E. Williams and William A. Williams, her husband, Raymond D. Mewshaw and Madeline L. Mewshaw, his wife, Margaret E. Neighoff and Oregon T. Neighoff, her husband, Frances D. Brown and Robert E. Brown, her husband, Alma C. Mewshaw, single, Frank L. Mewshaw, Jr., and Marie B. Mewshaw, his wife, Regina A. Mewshaw, single, by Marvin I. Anderson, their Attorney, shows unto your Honors:

1. That Frank L. Mewshaw, late of Anne Arundel County, Maryland, departed this life on or about March 1, 1943, intestate, sezied and possessed of certain real estate situate in the Fourth Election District of Anne Arundel County, Maryland, consisting of 52.84 acres of land, more or less, known as the Mewshaw Farm, and being the same property acquired by said Frank L. Mewshaw under the Last Will and Testament of his father, William D. Mewshaw, probated in the Orphans Court of Anne Arundel County March 30,1915, recorded in Will Book O.B.D. 1, Book 47, folio 207, copy of which Will is filed herewith as "Complainants' Exhibit A"; and by Deed from Bruner R. Anderson and wife, dated September 11, 1942, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 271, folio 149, copy of which Deed is filed herewith marked "Complainants' Exhibit B".

2. That all of the above mentioned property, upon the death of said Frank L. Mewshaw, became vested in his widow, Mary L. Mewshaw, and his children, namely: Dorothy M. Neall, whose husband is Allen O. Neall; Agnes L. Hall, whose husband is Augustus C. Hall; William F. Mewshaw, divorced; Claire C. O'Connell, whose husband is T. Edward O'Connell; Mary E. Williams, whose husband is William A. Williams; Raymond D. Mewshaw, whose wife is Madeline L. Mewshaw; Margaret E. Neighoff, whose husband is Oregon T. Neighoff; Frances D. Brown, whose husband is Robert E. Brown; Alma C. Mewshaw, over twenty-one years of age and single; Frank L. Mewshaw, Jr., whose wife is Marie B. Mewshaw, Regina A. Mewshaw, twenty-one years of age and single; Emily Lee Mewshaw, seventeen years of age and single; Alva L. Mewshaw, fifteen years of age and single.

3. That said real estate cannot be divided in kind among the parties in interest without loss or injury to their interest and therefore, a sale is necessary and to the best interest and advantage of sall of said parties.

4. That all of the heirs of the said Frank L. Mewshaw, deceased, being the parties plaintiffs and defendants herein, have agreed to convey to the defendants, George M. Donaldson and Frances L. Donaldson, his wife, the property hereinbefore mentioned, for the sum of three thousand ($3000.00) dollars, which your Orators are advised and do aver is a fair and reasonable price and that it would be for the best interest and ad-

vantage of the said infant defendants and the other parties holding ---------- any interest in the said property, that said contract be ratified and confirmed, and the plaintiffs file herewith the original contract marked "Complainants' Exhibit C", which is prayed to be taken as a part hereof.

TO THE END, THEREFORE,

First, that a Decree may be passed for the sale of the real estate so contracted to be sold.

Second, that the Contract of Sale be ratified and confirmed by this Court and a Trustee appointed for the purpose of consummating the same and transferring the estate of said infant defendants, Emily Lee Mewshaw and Alva L. Mewshaw, and of the other parties in interest, to the Vendees, George M. Donaldson and Frances L. Donaldson, his wife.

Third, that your Orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto the plaintiffs the Writ of Subpoena to be directed to Emily Lee Mewshaw, infant, Alva L. Mewshaw, infant, and George M. Donaldson and Frances L. Donaldson, his wife, all residing at Glen Burnie, Anne Arundel County, Maryland, commanding and directing them and each of them, on some certain day to be named therein, to appear in this Court to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Marvin I. Anderson
Solicitor for Complainants

Filed Feby. 5" 1945.

COMPLAINANTS' EXHIBIT A

WILLIAM D. MEWSHAW

In the Name of God Amen!

I, William D. Mewshaw, of Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make this my last Will and testament, hereby revoking all former Wills heretofore made by me.

I give, devise and bequeath unto my Wife Eliza R. Mewshaw, all of my property, real, personal and mixed and wherever situate, for and during and term of her natural life, and at her death my property shall be disposed of as follows:

To my son Frank L. Mewshaw and my daughter Edith Pearl Kelly, my fifty acre farm on which I now reside, situate in the Fourth Election District of Anne Arundel County, Maryland, to be equally divided between them, so that each by proper division of the land and buildings upon the same, may have a home. I also devise unto my son, Frank L. Mewshaw, my house and lot, situate in the village of Glen Burnie, Anne Arundel County, Maryland, he to pay to my daughter Milley R. Glenn, the sum of One Thousand ($1000.00) Dollars, said One thousand dollars to be a lien on said house and lot until paid.

I give, devise and bequeath to my daughter, Della J. Morrill, One thousand ($1000) Dollars to be paid from my estate.

All the rest and residue of my property to be divided equally between my daughters, Della J. Morrell and Milley R. Glenn, share and share alike.

It is my Will that our old family grave-yard shall never be sold but shall remain in the family for the purpose of burial to be enjoyed by my family and their descendants and there shall be reserved with said graveyard a good and sufficient road to and from the same.

In testimony Whereof I have hereunto signed my name and affixed my seal this twenty-sixth day of March, in the year Nineteen hundred and twelve.

Wm. D. Mewshaw (SEAL)

Signed, Sealed, published and Declared by the above named testator, William D. Mewshaw, as and for his last Will and testament in the presence of us, at his request and in his presence, and in the presence of each other who have hereunto subscribed our names as Witnesses thereto.

Clara C. Russell

Robert Moss

Anne Arundel County, Ss:

On the 23rd day of March, 1915, came Frank L. Mewshaw and made Oath in due form of law that he does not know of any Will or Codicil of William D. Mewshaw late of said County, deceased, other than the instrument of writing, and that he received the same from the Widow of the deceased, in whose possession the same has been since the making of same and said Mewshaw delivered the same to the Reg of Wills for probate, and that the deceased departed this life on or about the 21st day of March 1915.

Sworn to in open Court.

Test - Oden B. Duckett

Reg of Wills for Anne Arundel County

Anne Arundel County Ss:

On the 25" day of March 1915 came Robert Moss and Clara C. Clara C. Schreyer, (formerly Clara C. Russell) subscribing Witnesses to the aforegoing last Will and Testament of William D. Mewshaw late of said County deceased, and made Oath in due form of law 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

Test - Oden B. Duckett

Reg 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 D. Mewshaw late of said County deceased, and also the evidence adduced as to its Validity, Orders & Decrees this 30th day of March, 1915, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William D. Mewshaw, deceased.

Henry A. Tydings, C.J.
James Cusack, A.J.
Frank A. Munroe, A.J.

Filed March 25" 1915.

Administration Docket BRD No. 1 folio 247

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of William D. Mewshaw late of said County deceased together with proof and probate thereof taken from Wills Liber O.B.D. 1, folio 207, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 22nd day of January in the year of our Lord, nineteen hundred and forty-five.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Feby. 5" 1945.

COMPLAINANTS' EXHIBIT B

(INT. REV. STAMP $1.65) (MD. ST. STAMP $1.50) (NO TITLE EXAMINATION MADE)

THIS DEED, made this 11th day of September, 1942, by and between BRUNER R. ANDERSON and EVA S. ANDERSON, his wife, of the first part, and FRANK L. MEWSHAW, of the second part, all of Anne Arundel County and State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt of which is hereby acknowledged the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said FRANK L. MEWSHAW, his heirs and assigns, in fee simple, all there right, title and interest in and to the following-described property, situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid;

BEING all the one-half, undivided interest in and to all that lot of ground containing 50 acres, more or less, which was devised by William D. Mewshaw by his Last Will and Testament recorded among the Records of Wills in the office of the Register of Wills of Anne Arundel County in Book No. 47, folio 207, to his daughter, E. Pearl Mewshaw, who married Alva E. Kelly, said one-half, undivided interest being conveyed by E. Pearl Kelly and husband to C. Carroll Collums and Morgan E. Phelps by deed dated September 17, 1923, and recorded among the Land Records of Anne Arundel County aforesaid in Liber W.N.W. No. 80, folio 312.

BEING the same property which was conveyed to Bruner R. Anderson by Joshua S. Linthicum and wife by deed dated November 19, 1927, and recorded among the Land Records of Anne Arundel County aforesaid in Liber F.S.R. No. 24, folio 142.

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

TO HAVE AND TO HOLD the said tract of land and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said FRANK L. MEWSHAW, his heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby

conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said grantors.

WITNESS:

ERNEST R. SMOOT AS TO BRUNER R. ANDERSON (SEAL)

ERNEST R. SMOOT AS TO EVA S. ANDERSON (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11 day of September, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared BRUNER R. ANDERSON and EVA S. ANDERSON, his wife, the within-named grantors, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) ERNEST R. SMOOT

NOTARY PUBLIC

Recorded -4th-Nov-1942-at-2:10-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing deed was truly taken and copied from Liber J.H.H. No. 271, folio 149, one of the Land Record Books of Anne Arundel County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 22nd day of January, 1945, A.D.

(COURT SEAL) JOHN H. HOPKINS, 3rd., Clerk.

Filed Feby, 5" 1945.

COMPLAINANTS' EXHIBIT C CONTRACT OF SALE

THIS CONTRACT OF SALE, Made this __ day of October, 1943, by Mary L. Mewshaw, widow, Dorothy M. Neall and Allen O. Neall, her husband, Agnes L. Hall and Augustus C. Hall, her husband, William F. Mewshaw and Sara S. Mewshaw, his wife, Clara C. O'Connell and T. Edward O'Connell, her husband, Mary E. Williams and William A. Williams, her husband, Raymond D. Mewshaw and Madeline L. Mewshaw, his wife, Margaret E. Neighoff and Oregon T. Neighoff, her husband, Frances D. Brown and Robert E. Brown, her husband, Alma C. Mewshaw, Frank L. Mewshaw, Jr., and Marie B. Mewshaw, his wife, Regina A. Mewshaw, Emily Lee Mewshaw and Alva L. Mewshaw, parties of the first part, and George M. Donaldson and Frances L. Donaldson, his wife, parties of the second part.

WITNESSETH, that the parties of the first part hereto, bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former all that tract of land situated, lying and being in Anne Arundel County comprising about sixty (60) acres more or less and known as the Mewshaw Farm at and for the price of three thousand dollars ($3,000.00) of which sum the amount of Five hundred dollars ($500.00) has been paid prior to the signing hereof, and an additional payment of One thousand dollars ($1,000.00) will be due and payable September 30th, 1944, at which time the balance will be paid in cash or a mortgage executed by the purchasers for the balance of the purchase price, the unpaid balance of the purchase money shall draw interest at the rate of __ per annum, payable semi-annually and the purchasers shall be

chargeable with all of the taxes, and insurance on said property.

WITNESS our hands and seals.

WITNESSES:

_____

Mary L. Mewshaw (SEAL)
Dorothy M. Neall (SEAL)
A. O. Neall (SEAL)
Agnes L. Hall (SEAL)
Augustus C. Hall (SEAL)
William F. Mewshaw (SEAL)
_____ (SEAL)
Clara C. O'Connell (SEAL)
T. Edward O'Connell (SEAL)
Mary E. Williams (SEAL)
William A. Williams (SEAL)
Raymond D. Mewshaw (SEAL)
Madeline L. Mewshaw (SEAL)
Margaret E. Neighoff (SEAL)
Gregon T. Neighoff (SEAL)
Frances D. Brown (SEAL)
Robert E. Brown (SEAL)
Alma C. Mewshaw (SEAL)
Frank L. Mewshaw Jr. (SEAL)
Marie B. Mewshaw (SEAL)
_____ (SEAL)
By Mary L. Mewshaw, Guardian (SEAL)
Emily Lee Mewshaw (SEAL)
By Mary L. Mewshaw Guardian (SEAL)
_____ (SEAL)
By Mary L. Mewshaw Guardian (SEAL)
George M.Donaldson (SEAL)
Frances L.Donaldson (SEAL)

Filed Feby. 5" 1945.

ANSWER of George M. Donaldson and Frances L. Donaldson, his wife.

To the Honorable, the Judges of said Court:

The ANSWER of George M. Donaldson and Frances L. Donaldson, his wife, to the Bill of Complaint of Mary L. Mewshaw and others, against them in this cause exhibited, respectfully shows:

That they admit all of the allegations and averments of the said Bill of Complaint and consent to the granting of the prayers of said Bill.

And as in duty bound, etc.

George M. Donaldson
Frances L. Donaldson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this __ day of __ 1945, before me, the subscriber, a Notary Public of Maryland, in and for said County, personally appeared GEORGE M.DONALDSON and FRANCES L. DONALDSON, his wife, and each made oath in due form of law that the matters and things set forth in the aforegoing Answer are true as therein stated.

As witness my hand and seal Notarial.

Notary Public

Filed Feby. 5" 1945.

Petition for appointment Guardian Ad Litem and Order appointing same.

To the Honorable, the Judges of said Court:

The petition of Mary L. Mewshaw, one of the Plaintiffs in this cause, respectfully shows:

That the said infants, Emily Lee Mewshaw and Alva L. Mewshaw, have been duly summoned, but being infants cannot answer and defend this suit for themselves.

Your petitioner, therefore, prays your Honors to appoint a Guardian ad Litem to appear and answer for said infant defendants.

Marvin I. Anderson

Solicitor for Petitioner

Filed Feby. 14" 1945.

ORDERED this 15th day of Feby. 1945, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing Petition, that VIRGINIA RUSSELL be and she is hereby appointed Guardian Ad Litem to appear and answer for Emily Lee Mewshaw and Alva L.Mewshaw, infant defendants in the above cause.

James Clark

Filed Feby. 15" 1945.

Answers of infant defendants by Guardian Ad Litem.

To the Honorable, the Judges of said Court:

The joint and several ANSWERS of Emily Lee Mewshaw and Alva L. Mewshaw, infants, by Virginia Russell, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Mary L. Mewshaw and others, against them in this cause exhibited, respectfully show:

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

Virginia Russell

Guardian Ad Litem

Filed Feby. 16" 1945.

Mary L. Mewshaw, widow, et al. No. 8834 Equity.

vs. In the Circuit Court for

Emily Lee Mewshaw, infant, et al. Anne Arundel County

Testimony on behalf of the Plaintiffs.

February 21st, 1945.

PRESENT:

Mr. Marvin I. Anderson, Solicitor for Plaintiffs.
Infants represented by Guardian ad Litem, Answer filed.
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.

PRESENT: -WITNESSES.

Mary L. Mewshaw, ---------- 2 to 4

Levin R. Parker, ---------- 5

George M. Donaldson, ------ 6

Mary L. Mewshaw, one of the Plaintiffs, being first duly sworn, says:-

(Anderson) 1. State your name?

A. Mary L. Mewshaw, Frank L. Mewshaw was my husband.

2. Is your husband Frank L. Mewshaw living or deceased?

A. Deceased.

3. When did he die?

A. March 1st, 1943.

4. Who was the Administrator of his estate?

A. His son, William F. Mewshaw.

5. Has his estate been fully settled in the Orphans Court?

A. Yes.

6. At the time of the death of Frank L. Mewshaw did he own a farm of approximately 52.84 acres of land known as "The Mewshaw Farm" being the property acquired by him under the Last Will and Testament of his father, William D. Mewshaw?

A. Yes sir.

7. And by the Last Will and Testament of William D. Mewshaw the farm was devised to Frank L. Mewshaw and Edith Pearl Kelly.

----Offered in evidence as Exam. Exh. No. 1 and filed.

8. Edith Pearl Kelly's interest eventually became vested in your husband, Frank L. Mewshaw, by deed from Burner R. Anderson dated September 11th, 1942 is that correct?

A. Yes.

------Offered in evidence as Exam. Exh. No. 2, and filed.

9. Did your husband, Frank L. Mewshaw die without a will or did he leave a will?

A. Without a will.

10. When did he die?

A. March 1st, 1943.

11. What children did he leave.

A. Dorothy M. Neal_ whose husband is Allen O. Neall.

Agnes L. Hall, whose husband is Augustus C. Hall.

William F. Mewshaw, single.

Claire C. O'Connell, whose husband is T. Edward O'Connell.

Mary E. Williams whose husband is William A. Williams.

Raymond D. Mewshaw, whose wife is Madeline L. Mewshaw.

Margaret E. Neihoff whose husband is Oregon T. Neihoff.

Frances D. Brown whose husband is Robert E. Brown.

Alma C. Mewshaw, who is over 21 years of age and single.

Frank L. Mewshaw, Jr. whose wife is Marie B. Mewshaw.

Regina A. Mewshaw, over 21 years of age and single.

Emily Lee Mewshaw, age 17 years and unmarried.

Alva L. Mewshaw, single and fifteen years of age.

12. Were there any deceased children?

A. No sir.

13. They are all of the heirs, together with yourself, of Frank L. Mewshaw?

A. That is right.

14. In your opinion, could the property mentioned in these proceedings be divided among all those parties without loss to their interests?

A. No.

15. What, in your opinion, is to the best interest of all of the parties?

A. To sell the property and divide the money.

16. Have you and the other heirs agreed to sell the property?

A. Yes.

17. Who have you agreed to sell it to?

A. George M. Donaldson and his wife, Frances L. Donaldson.

18. What is the price to be received for the property?

A. $3,000. without interest.

19. In your opinion, is that a fair and reasonable price for the property?

A. Yes.

20. Is it to the best interest and advantage of the infant defendants and the other parties holding any interest, that the Contract be ratified and confirmed?

A. Yes.

21. There is no mortgage on the property?

A. No sir.

------Contract of Sale filed as Exam. Exh. 3.

22. What improvements are on the property?

A. There are no improvements on it right now, we made no improvements on the property, there were none on it at all.

To the general question under the rule the witness says:-

A. No.

Mary Loretta Mewshaw

Levin R. Parker, a witness of lawful age, being first duly sworn, deposes and says:

(Anderson) 1. State your name and residence?

A. Levin R. Parker, Glenburnie, Anne Arundel County, Maryland.

2. How long have you lived in Anne Arundel County?

A. Around 51 years.

3. Are you familiar with the Mewshaw family?

A. Yes.

4. You have heard Mrs. Mary L. Mewshaw testify as to who the heirs of Frank L. Mewshaw are?

A. Yes.

5. Are they all of the heirs of Frank L. Mewshaw as she has testified to?

A. Yes.

6. Are you familiar with the value of real estate in and around Glenburnie?

A. I know pretty much what the place ought to be worth.

7. Do you know the particular property "The Mewshaw Farm" mentioned in these proceed-

ings containing approximately 52.84 acres of land?

A. Yes, I am very familiar with it.

8. In your opinion, what is the value of that property?

A. I think the price offered is a very good price for it.

9. Are there any improvements on the property?

A. No.

10. Could that property be divided among all of the heirs mentioned profitably?

A. No, not satisfactorily.

11. What, in your opinion, is the best thing to do with the property?

A. Under the circumstances to sell it and divide the proceeds.

12. In your opinion would that be to the best interest of the infants?

A. I think so, it is a very fair price for it.

To the general question under the rule the witness says:-

A. No.

Levin R. Parker

George M. Donaldson, a witness of lawful age, being first duly sworn deposes and says:-

(Anderson) 1. State your name and residence?

A. George M. Donaldson, Glenburnie, Anne Arundel Co., Maryland.

2. I believe you are related to the Mewshaw family?

A. Yes.

3. You heard Mrs. Mary L. Mewshaw testify as to who were the heirs of Frank L. Mewshaw, her husband?

A. Yes.

4. Are all of them of age?

A. All of them except two, Emily Lee 17 years of age and Alva L. Mewshaw 16 years of age.

5. You have contracted to purchase the property mentioned herein?

A. Yes.

6. What price have you agreed to pay for the property?

A. $3,000.

7. Are you ready and willing to conclude the contract at that price?

A. Yes.

8. In your opinion, is the price a fair and reasonable price?

A.. Yes.

9. Were there any improvements on the property at the time you bought it, or contracted to purchase it?

A. No sir.

-------Offered in evidence and filed as Exam. Exh. No. 4

To the general question under the rule the witness says:-

A. No.

George M. Donaldson

There being no other witnesses to be examined on behalf of the Plaintiff, and no further testimony desired on his behalf at this time this testimony is now closed, and, at request of Plaintiffs' solicitor is returned to the Court.

Witness my hand and seal this 2nd day of March, 1945.

Jno. S. Strahorn (SEAL)

Examiner.

Filed March 2" 1945.

See Exam.Exh.4 on page 197.

Agreement of all parties for immediate passage of a Decree

To the Honorable, the Judges of said Court:

The undersigned, representing all the parties to this cause, hereby consent to the immediate consideration of this case by the Court upon Bill, Exhibits, Answers and Testimony filed, and to the immediate passage of such Decree as the Court may seem appropriate in said case.

Marvin I. Anderson
Solicitor for Complainants

Virginia Russell
Guardian Ad Litem for
Emily Lee Mewshaw and
Alva L. Mewshaw, infants

George M. Donaldson
Frances L. Donaldson

Filed March 2" 1945.

MARY L. MEWSHAW, ET AL
VS.
EMILY LEE MEWSHAW, ET AL

No. 8834 Equity
In The Circuit Court For
Anne Arundel County.

DECREE 2nd. March 1945.

DECREE

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony and all the proceedings having been read and considered, and there being filed in this case an agreement on behalf of all parties in interest for the immediate passage of a Decree, and it appearing to the Court that the Petition or Bill filed herein is that of Mary L. Mewshaw, et al, widow and children of Frank L. Mewshaw, deceased, and that the infant defendants have been duly summoned and have appeared in these proceedings and have answered by their Guardian ad Litem duly appointed by this Court; and it further appearing to the Court by the testimony from discreet and responsible witnesses taken before the Examiner of this Court who state in their depositions the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of said infant defendants, that a Decree for the sale of the land and property described in these proceedings and set forth in the Bill of Complaint should be passed; and it further appearing to the Court for the benefit and advantage of the infant defendants herein that the property aforesaid be sold for the price and on the terms and conditions set out in the Agreement of Sale and Purchase between Mary L. Mewshaw, et al, and George M. Donaldson and wife, filed with the Bill in this case, marked "Complainants' Exhibit C" and that the said property would not be susceptible of division in kind now or hereafter among those in title,

IT IS ADJUDGED, ORDERED AND DECREED this 2nd day of March, 1945, by the Circuit Court for Anne Arundel County for Anne Arundel County, in Equity, that the property and

land mentioned and described in these proceedings, and described in said Agreement of Sale and Purchase, and in the Bill of Complaint set forth, be sold accordingly; and it is hereby FURTHER ADJUDGED, ORDERED AND DECREED that the aforesaid Agreement of Sale and Purchase dated October 1943, made by and between Mary L. Mewshaw, et al, and George M. Donaldson and wife, be and the same is hereby ratified, confirmed and approved; and that Marvin I. Anderson be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchasers, George M. Donaldson and Frances L. Donaldson, his wife; and the said Marvin I. Anderson, upon payment of the whole purchase money mentioned in said Agreement, to wit, three thousand dollars ($3000.00), but not before, as Trustee aforesaid shall, by a good and sufficient deed, to be executed and acknowledged by him, as said Trustee, convey to the said George M. Donaldson and Frances L. Donaldson, his wife, as tenants by entireties, their heirs and assigns, in fee simple, the aforesaid property and land, free, clear, and discharged from all claims and demands of the parties hereto, both plaintiffs and defendants, and those claiming by, through, from or under them or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same, 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 therefrom the Court costs of these proceedings and such commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee; and the said Marvin I. Anderson, Trustee aforesaid, is hereby required to file in this Court a bond with surety in the penalty of three thousand ($3000.00) dollars, to be approved by the Court or the Clerk thereof.

James Clark

Filed March 2" 1945.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS that we, Marvin I. Anderson, Trustee, as principal and the National Sureyt Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand dollars ($3000.00) to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective, Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 5th day of March, in the year of our Lord, one thousand nine hundred and forty five.

WHEREAS, the above bounden Marvin I. Anderson, Trustee, by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated the second day of March, 1945, mentioned in the proceedings in the case of Mary L. Mewshaw, et al, vs. Emily Lee Mewshaw, et al, known as No. 8834 Equity in the Circuit Court for Anne Arundel County, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson, Trustee, 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, (CORPORATE SEAL)
Virginia Russell

Marvin I. Anderson (SEAL)
Trustee
THE NATIONAL SURETY CORPORATION
By: Marvin I. Anderson
Attorney in Fact

Filed March 6" 1945.

MARY L. MEWSHAW ET AL
VS.
EMILY L. MEWSHAW ET AL

No. 8834 Equity
In The Circuit Court For
Anne Arundel County

Report of Sale and Affidavit and Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson, Trustee, duly appointed by the Decree of this Court dated the second day of March, 1945, in these proceedings, to convey the property in these proceedings to George M. Donaldson and Frances L. Donaldson, his wife, the purchasers, respectfully shows unto your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated the second day of March, 1945, appointing him Trustee to convey the property to the purchasers mentioned in these proceedings, the said Marvin I. Anderson, Trustee, duly filed his bond in the penalty of Three thousand ($3,000.00) dollars, conditioned for the faithful performance of the duties imposed upon him as such Trustee, with the National Surety Corporation, as surety thereon, in these proceedings.

2. That on the seventh day of March, 1945, the said Marvin I. Anderson, Trustee, duly executed and acknowledged and delivered to George M. Donaldson and Frances L. Donaldson, his wife, a deed conveying to them, the purchasers, the property in these proceedings mentioned, and described in the Agreement of Sale and Purchase filed in these proceedings, and to their heirs and assigns, free and clear and discharged from all claims of the parties hereto, both plaintiffs and defendants and those claiming, by, through, or from or under them or any of them, in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Marvin I. Anderson, Trustee, first having received the whole purchase money, to wit, Three thousand dollars ($3000.00) the purchasers having paid all of the taxes due on the property and all the revenue stamps, therefore leaving a balance in the hands of Marvin I. Anderson, Trustee, of Three thousand dollars ($3000.00), subject to costs and other expenses and commissions and fee, for distribution among those entitled.

3. That the said Marvin I. Anderson, Trustee, in compliance with the decree of this Court aforesaid, now brings into this Court the money arising from the sale aforesaid, to wit, the balance of Three thousand dollars ($3000.00), to be distributed among the heirs at law of Frank L. Mewshaw, and the infant defendants herein, Emily Lee Mewshaw and Alva L. Mewshaw, after deducting therefrom the costs of these proceedings, expenses and such commissions and fee as may be allowed the said Trustee by this Court in considerarion of the performance of his duties as such Trustee.

WHEREFORE, the said Marvin I. Anderson, Trustee, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an Account herein, accordingly, so that the said Trustee may pay out and distribute the said purchase money

in his hands under the direction of this Court.

And, as in duty bound, etc.

Marvin I. Anderson

Solicitor and Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and things stated in the above Report are true ad therein stated.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Virginia Russell Notary Public

Filed March 13" 1945.

ORDER OF COURT.

UPON the above Report and Affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 15th day of March, 1945, that the papers in these proceedings be and they are hereby referred to the Auditor of this Court to State an Account herein distributing the purchase money, to wit:

Three thousand dollars ($3000.00) among the heirs at law of Frank L. Mewshaw and the infant defendants, Emily Lee Mewshaw and Alva L. Mewshaw, as their interests may appear, after deducting therefrom the costs of these proceedings in this Court, expenses and the usual commissions and fee which are hereby allowed the Trustee appointed by this Court in consideration of the performance of his duties as such Trustee.

James Clark Judge.

Filed March 15" 1945.

EXAM. EXH. NO. 4. February 19, 1945.

I hereby certify that the amount due on the contract between the Mewshaw heirs and George M. Donaldson and wife in the sum of Three thousand dollars ($3000.00), without interest.

WITNESS: Frank L. Mewshaw Jr. Wm. F. Mewshaw

AUDITOR'S REPORT AND ACCOUNT

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 he has stated the within account.

March 23, 1945.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. Mary L. Mewshaw, et al, vs. Emily Lee Mewshaw, et al. in ac. with Marvin I. Anderson, Trustee

To Trustee for Commissions	$ 120.00	$
To Trustee for Fee (Order of 3/8/45)	150.00	270.00

To Trustee for Court costs, viz:

Plaintiffs' Solicitor's appearance fee	10.00
Clerk of Court - Court costs	22.25

To Jos. H. Griscom, Sheriff - costs	$ 3.00	$	
Auditor - stating this account	13.50		48.75
To Trustee for Expenses, viz:			
Capital-Gazette Press - Order Nisi on Acct.	5.00		
National Surety Corporation- bond premium	12.00		
Virginia Russell -Guardian Ad Litem	4.00		
John S. Strahorn - Examiner	8.00		
Juliet D. Strahorn - Stenographer	4.50		
Clerk of Court - certified copy of deed	.75		
Register of Wills - certified copy will	2.00		
Virginia Russell - notary fee	.50		36.75
Balance in hands for distribution to heirs of Frank L. Mewshaw - $2,644.50			
Distributed as follows:			
To Mary L. Mewshaw, Widow - one-third	881.50		
Dorothy M. Neall, daughter - two-thirty-ninths	135.61		
Agnes L. Hall, daughter "	135.61		
William F. Mewshaw, son "	135.61		
Claire C. O'Connell, daughter "	135.61		
Mary E. Williams, daughter - "	135.61		
Raymond D. Mewshaw, son - "	135.61		
Margaret E. Neighoff, daughter "	135.62		
Frances D. Brown, daughter - "	135.62		
Alma C. Mewshaw, daughter - "	135.62		
Frank L. Mewshaw,Jr.,son - "	135.62		
Regina A. Mewshaw, daughter- "	135.62		
Emily Lee Mewshaw, daughter- "	135.62		
Alva L. Mewshaw, daughter "	135.62	2,644.50	
		3,000.00	
Cr. October __ 1943 Proceeds of Sale			$3,000.00

ORDER NISI.

ORDERED, This 24th day of March, 1945, 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 27" 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 27" day of April next.

John H. Hopkins, 3rd., Clerk.

Filed March 24" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., April 18, 1945.

We hereby certify, that the annexed Order Nisi - Equity 8834 - Mary L. Mewshaw vs.

Emily Lee Mewshaw was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of April, 1945. The first insertion being made the 29th day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed April 28" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of April, 1945, 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.

James Clark

Filed April 30" 1945.

IN THE MATTER OF THE SALE OF THE	:	No. 8841 Equity
MORTGAGED REAL ESTATE OF DANIEL A.McNALLY	:	In The Circuit Court For
and ALICE M. McNALLY, his wife.	:	Anne Arundel County.

Mr. Clerk:

Please docket the within foreclosure case and enter my appearance for the Mortgagee.

Robert E. Kindred

Solicitor for Mortgagee

Filed March 13" 1945.

ORIGINAL MORTGAGE.

(MD. STATE STAMPS $2.00)

THIS MORTGAGE, Made this 5th day of OCTOBER, 1944, by and between DANIEL A. McNALLY and ALICE M. McNALLY, his wife, hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, The said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN /X/A/ /B/ /C as herein indicated, and being the holder of TWENTY shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $2,000.00 which is the par value of said shares of stock when fully paid up and completed, in the comtemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in The SECOND ELECTION DISTRICT of Anne Arundel County, Maryland, and more particularly described as follows:

BEING Lots Nos. FOUR (4) and FIVE (5) in Block FORTY-TWO (42) as shown on a certain map entitled "Map of Epping Forest", Anne Arundel County, Maryland, Severn Shores, Inc. Section "A" Edward H. Coulson, Engineer, June 18th, 1926, recorded in Plat Book W.M.B. Folio 39, among the Land Records of Anne Arundel County.

BEING the same property which was conveyed to Daniel A. McNally by Joseph C.Snyder, unmarried, by Deed dated the 21st day of March, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 87 folio 174.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $20.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $10.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or Robert E. Kindred, its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commis-

sion 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 taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $2,000.00 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 said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST: Daniel A. McNally (SEAL)

Fred W. Kuethe Alice M. McNally (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 5th day of October, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared DANIEL A. McNALLY and ALICE M. McNALLY, his wife, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Edward Woodfall the Vice-President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Fred W. Kuethe Notary Public

Recorded Oct. 10" 1944 at 10:45 A.M. in Liber J.H.H.
No. 315, folio 430, Land Records of Anne Arundel County.

Filed March 13" 1945.

MILITARY SERVICE STATUS OF MORTGAGORS

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

Frederick W. Kuethe being first duly sworn on oath deposes and says:

THAT he is the duly authorized agent of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, Mortgagee in these proceedings, and makes this affidavit in its behalf.

THAT pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of 1940 and on behalf of the said body corporate, I have made a careful investigation of the civilian status of the said Daniel A. McNally and Alice M. McNally, his wife, and find they are not in the Military Service of the United States of America.

Fred W. Kuethe Affiant

SUBSCRIBED AND SWORN to before me this
12th day of March, 1945.

(NOTARIAL SEAL) Viola Kindred, Notary Public

Filed March 13" 1945.

STATEMENT OF ACCOUNT

Glen Burnie, Maryland,
March 12, 1945.

STATEMENT OF ACCOUNT No. 2279
Daniel A. McNally and Alice M. McNally

Amount of loan	$2,000.00
To overdrawn exepnses	19.80
To 5 months interest @ $10.00	50.00
To 10 days interest to 4-10-45	3.35
To 1945 taxes prepaid	60.35
	$2,133.50

THE GLEN BURNIE SAVINGS AND LOAN
ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate,
Fred W. Kuethe Secretary-Treasurer

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 12th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frederick W. Kuethe, Secretary-Treasurer and made oath in due form of law that the above mortgage account is true as stated.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred Notary Public

Filed March 13" 1945.

CORPORATE BOND.

The Glen Burnie Savings & Loan
Association of Anne Arundel County
Vs. Daniel A. McNally and Alice M. McNally.

No. 8841 Equity
In The Circuit Court For
Anne Arundel County

KNOW ALL MEN BY THESE PRESENTS: That we, ROBERT E. KINDRED as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THREE THOUSAND Dollars ($3,000.00), to be paid to the said

State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally,firmly by these presents.

Sealed with our seals and dated this 23rd day of March, in the year of our Lord, nineteen hundred and forty five

WHEREAS, the above bounden Robert E. Kindred, Attorney named in mortgage by virtue of the power contained in a mortgage from Daniel A. McNally and Alice M. McNally, to The Glen Burnie Savings & Loan Association of Anne Arundel County bearing date the 5th day of October, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 315 Folio 430 and Robert E. Kindred, Attorney named in mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Robert E. Kindred, Attorney named in mortgage 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 Robert E. Kindred, (SEAL)
Attorney
in the presence of (CORPORATE SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY
Viola Kindred By Wm. P. Craig,Jr.,
Attorney-in-Fact

Filed March 27" 1945.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT of Robert E. Kindred, Attorney named in Mortgage to make sale of the real estate mentioned respectfully shows:

THAT after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, on Tuesday April 10th, 1945, at 10:00 o'clock A.M., and then and there proceeded to sell said real estate mentioned as follows:

Lots Nos. FOUR (4) and FIVE (5) in Block Forty two (42) as shown on a certain map entitled "Map of Epping Firest", Anne Arundel County, Maryland, Severn Shores, Inc., Section "A" Edward H. Coulson, Engineer, June 18th, 1926, recorded in Plat Book W.M.B. folio 39, among the Land Records of Anne Arundel County.

THIS PROPERTY is improved by a five room and bath frame dwelling

He offered said land and improvements for sale and sold same to Emmitt W. Brandt and Eva Gude Brandt, his wife, at and for the sum of THIRTY FIVE HUNDRED ($3,500.00) Dollars, they being then and there the highest bidder for said property.

AND as in duty bound, etc.

Robert E. Kindred
Attorney named in mortgage.

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 12th day of April, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Attorney named in mortgage, and made oath in due form of law, that the matters and facts set forth in the within Report of Sale, are true to the best of his knowledge and belief, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred Notary Public

ADVERTISEMENT OF SALE.

ROBERT E. KINDRED, Attorney-at-Law Glen Burnie, Maryland.

ATTORNEY'S SALE OF WATERFRONT PROPERTY Epping Forest.

By virtue of a power of sale contained in a mortgage from Daniel A. McNally and Alice M. McNally, his wife, dated the 5th day of October, 1944, to the Glen Burnie Savings & Loan Association of Anne Arundel County, and recorded among the Land Records in Liber J.H.H. No. 315, folio 430, which said mortgage is now in default, I will offer for sale at public auction at the Court House Door, in the City of Annapolis, on Tuesday, April 10, 1945 at 10:00 O'CLOCK A.M.,

Lots Nos. Four (4) and Five (5) in Block Forty-two (42) as shown on a certain map entitled "Map of Epping Forest", Anne Arundel County, Maryland, Severn Shores, Inc., Section "A" Edward H. Coulson, Engineer, June 18th, 1926, recorded in Plat Book W.M.B.folio 39, among the Land Records of Anne Arundel County.

This property is improved by a five rooms and bath frame dwelling.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser at the time of sale. The balance of the purchase money to bear interest at 6 per cent per annum from the date of sale, payable in cash upon ratification of the same by the Circuit Court for Anne Arundel County.

Robert E. Kindred, Attorney-at-Law

14 Light Street Boulevard,
Glen Burnie, Maryland.

Telephone: Glen Burnie 2.

CERTIFICATE OF PUBLICATION Annapolis, Md., April 13, 1945.

We hereby certify, that the annexed Attorney's Sale - Daniel A. McNally was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 10th day of April, 1945. The first insertion being made the 15th day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed April 16" 1945.

Purchaser's Agreement

April 10, 1945.

THE UNDERSIGNED PURCHASERS hereby certifies that we purchased the property advertised in No. 8841 Equity at and for the sum of $3500.00 of which $300.00 have been paid prior to the signing hereof, and we agree to comply with the terms of sale.

ATTEST: Henry Di Benio Eva G. Brandt (SEAL)

Auctioneer's Certificate.

I HEREBY CERTIFY, That on this 10th day of April, 1945, I sold the above mention-

ed property to the Purchasers, at and for the sum of $3500.00 and that the sale was fairly made.

William B. Elliott Auctioneer

Filed April 16" 1945.

ORDER NISI.

Ordered, this 16th day of April, 1945, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of May 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 May next.

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

John H. Hopkins, 3rd., Clerk.

Filed April 16" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 5, 1945.

We hereby certify, that the annexed Order Nisi - Daniel McNally - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of May, 1945. The first insertion being made the 19th day of April, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed May 22" 1945.

ORDERED BY THE COURT, This 28th day of May, 1945, that the sale made and reported by the Attorney, 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 Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed May 28" 1945.

In the Matter of the Sale of the Mortgaged Real Estate of Daniel A. McNally and Wife

No. 8841 Equity

In The Circuit Court For Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examimed the proceedings in the above entitled cause, and from them he has stated the within account.

June 6, 1945.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Daniel A. McNally and Wife in ac. with Robert E. Kindred, Attorney named in Mortgage

To Attorney for Fee	$ 50.00	
To Attorney for Commissions	135.64	$185.64

To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	$ 10.00	$
Clerk of Court - costs	18.75	
Auditor	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	18.75	
Capital-Gazette Press - Order Nisi on Report of Sale	5.00	
Capital-Gazette Press - Order Nisi on Auditor's Acct.	5.00	
U. S. Fidelity & Guaranty Co. - bond premium	12.00	
Wm. B. Elliott - acutioneer's fee	15.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.75	
Viola Kindred - notary fees	1.50	60.93
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim filed	2,133.50	
To Daniel A. McNally, mortgagor - this balance	1,140.08	
	3,557.90	

Cr. Apr. 10, 1945	Proceeds of Sale	$3,500.00	
	Interest on deferred payment	21.35	3,521.35
	Refund 1945 taxes ($60.35-adj.)		36.55
			3,557.90

ORDER NISI.

ORDERED, This 12th day of June, 1945, 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 14th 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 14th day of July next.

John H. Hopkins, 3rd., Clerk.

Filed June 12" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., July 13, 1945.

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Daniel McNally and Wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of July, 1945. The first insertion being made the 14th day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed July 31" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this first day of August, 1945, 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 Attorney apply the proceeds ac-

cordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed Aug. 1" 1945.

RELEASE.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, DANIEL A. McNALLY, MORTGAGOR, under proceedings No. 8841 Equity, Circuit Court for Anne Arundel County, being entitled to the balance of the proceeds of sale according to the Auditor's Report filed in said cause, in the sum of $1,140.08, and in consideration thereof do hereby release, acquit, exonerate and discharge Robert E. Kindred, Attorney, named in the Mortgage, his heirs, administrators and executors, of and from all and every action, suit, claim or demand, which could or might possibly be brought, exhibited or prosecuted against him, them or any of them, for or on account of said claim or payment thereof declaring myself satisfied, contented and paid as above specified.

AS WITNESS my hand and seal this 28th day of August, 1945.

ATTEST: Morris Albert 8/28/45 Daniel A. McNally (SEAL)

Filed Sept. 4, 1945.

LUCILLE M. PACY, WIDOW, ET AL	:	No. 8843 Equity
VS.	:	In The Circuit Court For
AMELIA SOPHIE PACY, a MINOR	:	Anne Arundel County

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Lucille M. Pacy, Widow, Marjorie Mary Pacy, unmarried, Lucille Ann Pacy, unmarried, Mary Louise Bowersox and James Artie Bowersox, her husband, Charles William Pacy, unmarried, Charles William Pacy, Administrator of the Personal Estate of Arthur Pacy, Deceased, Walter D. Pacy and Gertrude E. Pacy, his wife, Plaintiffs, by J. Calvin Carney, their Solicitor, respectfully shows:

1. That Louise Kern, during her lifetime, was the owner of fee simple property consisting of thirty-five acres located on Crain Highway in the Second Election District of Anne Arundel County, State of Maryland, by virtue of a Deed to her from Benjamin A. King and Olive Warfield King, his wife, dated June 3, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 109, folio 205, a certified copy of which Deed is filed herewith, marked Plaintiffs' Exhibit No. 1, and prayed to be considered as part hereof; said property being particularly described as follows:

All that tract of land located in the Second Election District of Anne Arundel County, State of Maryland, on the Crane Highway, described as follows, according to survey and plat made by Edward Hall, Jr., Surveyor, in May, 1935 (which Plat is attached to and recorded with the aforesaid Deed) namely:

"BEGINNING for the same in the centre line of the Crain Highway (said point of beginning being 1,940 feet southwesterly from the intersection of the centre line of said Highway with the Centre line of the County Road from Davidsonville to the Fork bridge over the Little Patuxent River); thence leaving said Highway South 72 degrees 20 minutes

East, 2,435 feet to a stake; thence South 17 degrees 40 minutes West, 626.1 feet to a cedar stake; thence North 72 degrees 20 minutes West, 2,435 feet to the centre line of the aforesaid Crain Highway; thence with said Highway North 17 degrees 40 minutes East, 626.1 feet to the beginning."

Improved by a frame dwelling.

2. That said Louise Kern departed this life on September 13, 1938, a resident of Baltimore City, State of Maryland, leaving a Last Will and Testament, dated February 14, 1934, and duly admitted to probate and now of record in the Office of the Register of Wills for Baltimore City in Wills Liber J.H.B. No. 193, folio 423, whereby all the rest, residue and remainder of her Estate, including said fee simple property on Crane Highway, Anne Arundel County, Maryland, was devised unto her sister, Amelia S. Pacy should she survive her; but in the event that said Amelia S. Pacy should predecease her, then unto her three nephews, Arthur Pacy, Charles William Pacy, and Walter D. Pacy, share and share alike, their heirs and assigns, per stirpes but not per capita, as will more fully appear by certified copy of said Will attached hereto as part hereof, marked Plaintiffs' Exhibit No. 2.

3. That said Amelia S. Pacy died on September 1, 1938 predeceasing her said sister whereby the entire title to the aforesaid property became vested in said Arthur Pacy, Charles William Pacy and Walter D. Pacy, as aforesaid.

4. That said Arthur Pacy, a resident of Baltimore City, State of Maryland, departed this life in said City and State on February 8, 1945, intestate, leaving surviving him as his sole heirs-at-law, next-of-kin and distributees the following:
Lucille M, Pacy, Widow; Marjorie Mary Pacy, Daughter; Lucille Ann Pacy, Daughter; Mary Louise Bowersox (whose husband is James Artie Bowersox), Daughter, all of whom are of full legal age, and Amelia Sophie Pacy, Daughter, a Minor.

5. That said Charles William Pacy was appointed Administrator of the Estate of Arthur Pacy, Deceased, by the Orphans' Court of Baltimore City as will appear by the certified copy of Letters of Administration attached hereto as part hereof, and marked Plaintiffs' Exhibit No. 3; that the requisite notice to creditors has been given in said Estate but has not yet expired.

6. That the aforesaid property is now owned by the following persons as tenants in common, and in the following shares and proportions:

Charles William Pacy, Single	1/3 thereof;
Walter D. Pacy (whose wife is Gertrude E. Pacy)	1/3 thereof;
Lucille M. Pacy, Widow 1/3 of 1/3 or	1/9 thereof;
Marjorie Mary Pacy, Single 1/6 of 1/3 or	1/18 thereof;
Lucille Ann Pacy, Single 1/6 of 1/3 or	1/18 thereof;
Mary Louise Bowersox (whose husband is James Artie Bowersox) 1/6 of 1/3 or	1/18 thereof;
Amelia Sophia Pacy, Daughter, a Minor 1/6 of 1/3 or	1/18 thereof.

7. That since the death of Louise Kern, said property has been occupied mostly by said Arthur Pacy, and since his death, has been unoccupied; that its condition is deteriorating by reason of unoccupancy and its value diminishing.

8. That the property above described cannot be divided without loss or injury to

the parties interested, and it would be to the benefit, advantage and interest of the parties interested that said property be sold and the monies derived from said sale be divided amongst the parties to this case according to their respective rights, interests and estates.

9. That the parties to this proceeding are all of the parties having any interest in said property, and all of the parties to this case are of full legal age and sui juris, except Amelia Sophie Pacy, who is Single and a Minor under the age of twenty-one years.

WHEREFORE the Plaintiffs pray:

1. That the aforesaid fee simple property be sold.

2. That a Trustee be appointed to make sale of said property and convey the same to the Purchaser.

3. That the monies arising from said sale be divided amongst the parties hereto according to their respective rights, interests and estates.

4. And for such other and further relief as the nature of their case may require.

MAY it please your Honor to grant unto the Plaintiffs the Writ of Subpoena directed to the said Amelia Sophie Pacy, residing at 1606 Johnson Street, Baltimore, Maryland, requiring her to answer the premises and abide by and perform such decree as may be passed herein.

And as in duty bound, etc.

Lucille M. Pacy
Marjorie Mary Pacy
Lucille Ann Pacy
Mary Louise Bowersox
James Artie Bowersox
Charles William Pacy, Individually
Charles William Pacy, Administrator
Walter D. Pacy
Gertrude E. Pacy

J. Calvin Carney
Solicitor for Plaintiffs

Filed March 22" 1945.

PLAINTIFFS' EXHIBIT NO. 1

($3.50 Rev Stamps)

THIS DEED, Made this 3rd day of June 1925, by and between Benjamin A. King and Olive Warfield King his wife, of Anne Arundel County, State of Maryland, of the first part hereinafter called Grantors". and Louise Kern of the City of Washington, District of Columbia of the second part hereinafter called "Grantee".

WITNESSETH that for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations the receipt whereof in full is hereby -------- acknowledged the said Grantors do hereby grant and convey unto the said Grantee her heirs and assigns in fee simple.

All that tract or parcel of land located in the Second Election District of Anne Arundel County on the Crain Highway which is particularly described as follows according to the survey and plat thereof made by Edward Hall Jr., Surveyor in May 1925, which said plat is attached to this deed to be recorded herewith namely.

Beginning for the same in the center line of the Crain Highway (said point of beginning being 1940 feet southwesterly from the intersection of the center line of said

Highway with the center line of the County Road from Davidsonville to the fork Bridge over the Little Patuxent River) thence leaving said Highway South 72 degrees 20 minutes East 2435 feet to the stake, thence South 17 degrees 40 minutes West 626.1 feet to a cedar stake thence North 72 degrees 20 minutes West 2435 feet to the centre line of the aforesaid Crain Highway thence with said Highway North 17 degrees 40 minutes East 626.1 feet to the beginning containing thirty five (35) acres of land More or less.

Being a portion of the tract of land firstly described in the deed thereof from Edward J. Edelen et al. to the above named Grantors dated March 29, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 17, folio 213.

Together with the buildings and improvements thereon and all of the rights and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above sescribed property unto the said Louise Kern her heirs and assigns in fee simple.

And the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness: Benjamin A. King (SEAL)

Laura R. Jickling. Olive Warfield King (SEAL)

State of Maryland, Anne Arundel County, To wit:

I Hereby Certify, that on this 3rd day of June, 1925, before the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Benjamin F. King and Olive Warfield King his wife, and duly acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Laura R. Jickling Notary Public

Recorded 9th June 1925, at 2 P.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. 109, folio 205, one oe the Land Record Books 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 16th day of March, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed March 22" 1945.

PLAINTIFFS' EXHIBIT NO. 2

LAST WILL AND TESTAMENT OF LOUISE KERN

I, Louise Kern, of the City of Baltimore, State of Maryland, do hereby make, publish and declare this my Last Will and Testament, in manner and form as follows:

FIRST: I direct that all my just debts and funeral expenses be paid as soon after my decease as conveniently can be done.

SECOND: I give and bequeath One Thousand ($1000.00) Dollars in cash to each of the seven children of my deceased sister, Annie Busch, as follows:

Edmund Busch Louis Busch Andrew Busch William Busch Margaret Louise Gray Sophia A. Busch Charlotte W. Rector

In the event my nephew, Andrew Busch, whose present whereabouts is unknown, should fail to claim the bequest of One Thousand ($1000.00) Dollars within the period of one year after my death, then I desire that this bequest shall lapse and the One Thousand ($1000.00) Dollars shall become part of the rest and residue of my estate.

THIRD: I do hereby give and bequeath to my niece, Mrs. Amelia Margaret MacCulloh of Mamoroneck, New York, Two Thousand ($2000) Dollars in cash.

FOURTH: I do hereby give to my grand-nephew, David Charles Erck the amount of Two Thousand ($2000.00) Dollars in cash.

FIFTH: I give and bequeath to my nephews, Charles William Pacy, Arthur Pacy and Walter D. Pacy an amount of Two Thousand ($2000.00) Dollars each in cash.

SIXTH: All the rest, residue and remainder of my estate, including my property on Crane Highway in Anne Arundel County, real, personal or mixed, and wheresoever situate, of which I may die seized or possessed, or to which I may be entitled at the time of my death or thereafter, I DO HEREBY GIVE, DEVISE AND BEQUEATH unto my sister, Amelia S. Pacy, should she survive me; but in the event that my sister, Amelia S. Pacy shall predecease me, then I do hereby GIVE, DEVISE AND BEQUEATH the rest and residue of my estate of all kinds and description, including the farm on Crane Highway, unto my three nephews, Charles William Pacy, Arthur Pacy, and Walter D. Pacy, share and share alike, or their heirs and personal representatives, per stirpes but not per capita.

SEVENTH: I do hereby appoint my nephew, Charles William Pacy, to be the Executor of this, my Last Will and Testament, and do hereby vest in him full authority to sell as Executor, any or all my properties, in fee simple or otherwise, which I may leave, without an order of the Orphans' Court previously obtained, at public or private sale, at his discretion, and I hereby relieve any purchaser from him, to see to the application of the purchase money; and having full confidence in his integrity, I do hereby relieve him from giving bond except the nominal bond provided for by law.

EIGHTH: I do hereby revoke all former or other Wills and Testamentary dispositions by me at any time heretofore made.

AS WITNESS my hand and seal this 14th day of February, in the year one thousand nine hundred and thirty-four.

Louise Kern (SEAL)

TESTATRIX

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, and in her presence, and in the presence of each other, do hereby subscribe our names as witnesses thereto.

Emanuel E. Ottenheimer

1101 Hearst Tower Bldg.
Address

Agnes H. Laukaitis

812 Hollins St. Balto., Md.
Address

Baltimore City, ss.

On the 16th day of September, 1938, 194_ came Charles W. Pacy and made oath in due

form of law, that he does not know of any Will or Codicil of Louise Kern late of said City, deceased, other than the above instrument of writing, and that he the same Charles W. Pacy says: He obtained will from Box, 1st Natl. Bank, after death and same has been in his possession since and that the said Louise Pacy departed this life on the 13th day of September, 1938, 194_.

Sworn to in open Court.

Test: JOHN H. BOUSE
Register of Wills for Baltimore City.

Baltimore City, ss.

On the 16th day of September, 1938, 194_ came Emanuel E. Ottenheimer and Agnes H. Laukaitis the two subscribing witnesses to the aforegoing last Will and Testament of Louise Kern late of said city, deceased, and made oath in due form of law, that they did see Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they, subscribed their names as witnesses to this Will in her presence at her request; and in the presence of each other.

Sworn to in open Court.

Test: JOHN H. BOUSE
Register of Wills for Baltimore City.

In the Orphans' Court of Baltimore City:

The Court, after having carefully examined the above last Will and Testament of Louise Kern, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 16th day of September, 1938, 194_, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Louise Kern, deceased.

Judges (Philip L. Sykes
Leo J. Cummings
Isaac S. Field

STATE OF MARYLAND, BALTIMORE CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of The Last Will and Testament of Louise Kern late of said city, deceased, together with the proofs and probate thereof etc. taken from Wills Liber J.H.B. No. 193 Folio No. 473 etc., being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 28th day of February, in the year of our Lord nineteen hundred and forty five.

(COURT SEAL) John H. Bouse
Register of Wills for Baltimore City.

Filed March 22" 1945.

PLAINTIFFS' EXHIBIT NO. 3

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 goods, chattels, credits and personal estate of Arthur Pacy deceased, were on the 26th. day of February in the year of our Lord nineteen hundred and forty-five granted and committed unto Charles William Pacy who was then and there appointed ADMINISTRATOR of the said deceased, and that said letters are at this date in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of my office, this 26th. day of February in the year of our Lord nineteen hundred and forty-five.

(COURT SEAL) Test: John H. Bouse

Register of Wills for Baltimore City.

Filed March 22" 1945.

Petition and Order Appointing Guardian ad Litem

To the Honorable, The Judge of Said Court:

The Petition of Plaintiffs in this case respectfully represents unto your Honor:

1st. That Amelia Sophie Pacy, Infant Defendant, in this cause has been duly summoned.

2nd. That said Infant Defendant has no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant Defendant, and suggests that J. HENRY ZELLER who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

J. Calvin Carney

Solicitor for Plaintiffs.

Filed March 26" 1945.

ORDERED, by the Circuit Court of Anne Arundel County on this 29th day of March 1945, upon the foregoing petition that J. Henry Zeller be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing Petition and he is hereby directed to appear and file his answer in her behalf.

James Clark

Filed March 29" 1945.

ANSWER OF J. HENRY ZELLER

To the Honorable, The Judge of said Court:

The Answer of Amelia Sophie Pacy the Infant Defendant named in the Bill of Complaint in this Court against her exhibited, by J. Henry Zeller duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendant being a Infant under the age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit her rights to the protection of this Honorable Court.

And as in duty bound, &c.,

J. Henry Zeller

Guardian ad Litem.

Filed March 29" 1945.

Petition for leave to take Testimony and Order of Court thereon.

To the Honorable the Judge of the Circuit Court for Anne Arundel County:

THE PETITION OF Lucille M. Pacy, Widow, et al., 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.

J. Calvin Carney
Solicitor for Plaintiffs.

ORDERED, this 29th day of March 1945, 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.

James Clark

Filed March 29" 1945.

ASSIGNMENT

In consideration of the sum of One Dime, receipt whereof is hereby acknowledged by each of the undersigned, the undersigned, Marjorie Mary Pacy, Lucille Ann Pacy, Mary Louise Bowersox and James Artie Bowersox, her husband, hereby sell, assign, transfer and convey unto Lucille M. Pacy, her heirs and assigns, absolutely, our entire interest in and to the proceeds of sale of the property located on Crane Highway, the subject matter of this proceedings.

AS WITNESS our hands and seals, this 31st day of March, 1945.

Marjorie Mary Pacy (SEAL)
Lucille Ann Pacy (SEAL)
TEST:
Elizabeth M. Rohrs
Mary Louise Bowersox (SEAL)
James Artie Bowersox (SEAL)

Filed April 11" 1945.

Lucille M. Pacy, et al
vs.
Amelia Sophie Pacy, minor.

No. 8843 Equity.
In The Circuit Court For
Anne Arundel County

TESTIMONY ON BEHALF OF PLAINTIFFS and Exhibits

PRESENT:
Mr. J. Calvin Carney, Solicitor for Plaintiff.
Mr. Henry Zeller, Guardian-ad-Litem, waives attendance.
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.

-- Order for Testimony, March 29th, 1945.

WITNESSES:
Mrs. Lucille M. Pacy, ---------- 2 to 5
Charles William Pacy, ---------- 6 to 8
Walter D. Pacy, ---------- 9
Carl S. Thomas, ---------- 10 to 11
Fred E. Voges, ---------- 12 to 13

Mrs. Lucille Pacy, a witness of lawful age, one of the Plaintiffs being first duly sworn, deposes and says:-

(Carney)

1. Please state your name, residence and occupation?

A. Lucille M. Pacy, 1606 Johnson street, Baltimore, Md; housewife.

2. Did you know Louise Kern?

A. Yes.

3. Who was she?

A. She was my husband's aunt.

4. Is she living or dead?

A. She is dead.

5. When did she die?

A. She died the 13th of September, 1938.

6. What city and state was she a resident of at the time of her death?

A. Baltimore, Maryland.

7. Did she leave a last will and testament at the time of her death?

A. Yes, she did.

8. Where was that will filed and her estate administered?

A. In Baltimore, Maryland.

9. I now wish to file as part of your testimony certified copy of the last will and testament of Mrs. Louise Kern, and certificates showing the estate has been administered, it is the same exhibit filed with the Bill of Complaint and marked Examiner's exhibit A being Exh. A. with Bill.

Q. Under the terms of this will the residuary estate goes to Amelia S. Pacy, provided she survives her sister, Louise Kern,- when did Amelia S. Pacy die?

A. 1st of September, 1938.

10. Under this will the residuary estate is left to Charles William Pacy, Walter D. Pacy and Arthur Pacy, in the event Amelia S. Pacy pre-deceased her sister, is Charles William Pacy living or dead?

A. He is living.

11. Is he married or single?

A. He is single.

12. Is Walter D. Pacy living or dead?

A. He is living and he is married, his wife is Gertrude E. Pacy.

13. Is Arthur Pacy living or dead?

A. He is dead.

14. What relation are these three persons to you?

A. Charles William Pacy and Walter D. Pacy are my brothers-in-law; Arthur Pacy is my deceased husband .

15. When did Arthur Pacy die?

A. February 8th, 1945.

16. At the time of her death was Louise Kern the owner of a tract of land on the Crain Highway near Millersville in the Second Election District of Anne Arundel County, State of Maryland, fully described in the Bill of Complaint in this case and forming a part of the rest and residue of Louise Kern's estate?

A. Yes, she was the owner.

----Offered in evidence certified copy of the deed from Benjamin A. King and wife dated June 3rd, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 109, folio 205, same filed with the Bill of Complaint herein marked Exhibit No. 1 now marked Exam. Exh. B.

17. This is the deed for the property in question to Louise Kern?

A. Yes.

18. When did your husband Arthur Pacy die?

A. February 8th, 1945.

19. Of what city and state was he a resident at the time of his death?

A. Baltimore, Md.

20. Did he leave a will at the time of his death?

A. No.

21. Who did he leave surviving him as his sole heirs at law and next of kin?

A. Lucille M. Pacy, myself, his widow, and the following children:-

Marjorie Mary Pacy, Lucille Anne Pacy, Mary Louise Bowersox whose husband is James Artie Bowersox, and Amelia Sophie Pacy.

22. All of these children with the exception of Mary Louise Bowersox are unmarried?

A. Yes.

23. Are all of these children of age?

A. No, Amelia Sophie is a minor, the other three are of age.

24. How old is Sophie Amelia?

A. 13 years of age.

25. Is Amelia Sophie the only one under age?

A. Yes.

26. When was she born?

A. June 17th, 1931.

27. Has an Administrator been appointed in the estate of Arthur Pacy?

A. Yes.

28. By which Court?

A. By the Orphans Court of Baltimore City.

29. Who is the Administrator?

A. Charles William Pacy.

30. We now offer in evidence Exhibit No. 3 filed with the bill showing the appointment of Charles William Pacy as Administrator of Arthur Pacy, by the Orphans Court of Baltimore City, on February 26th, 1945, now marked Exam. Exh. C.

31. Charles William Pacy is acting as Administrator of your husband's estate and these Letters are still in force and effect?

A. Yes.

32. Is the property now occupied or vacant?

A. It is vacant.

33. Will you briefly describe the property?

A. It is a rectangular piece of ground, 626 feet frontage on the Crain Highway in the 2nd election district of Anne Arundel County, 2400 or so feet deep, improved by a six room cottage, frame.

34. The Bill of Complaint says this property is now owned by seven people, two of whom have a one-third interest and one of whom has a one-ninth interest and each of your four children have a one-eighteenth interest,-in your opinion, could this property be divided in kind without loss or injury to the parties interested?

A. No, it could not be divided without loss or injury to the parties interested.

35. In your opinion, would it be to the benefit and advantage and interest of the parties involved that the property be sold and the money apportioned from such sum among the parties entitled according to their respective interests in the estate?

A. Yes.

36. Are the parties to this case all the persons who have any interest in this property?

A. Yes.

37. In your opinion, what is the fair market value of this property at this time?

A. I would say $3500 is a fair market value at this time.

38. You are willing to have the property sold for that sum at this time?

A. Yes.

To the general question under the rule the witness says:-

A. No.

Lucille M. Pacy

Charles William Pacy, a witness of lawful age, being first duly sworn, deposes and says: (Carnay)

1. Please state your name, residence and occupation?

A. Charles William Pacy, 1032 Light St., Baltimore, Md.; Theatre Executive.

2. Are you the Charles William Pacy named in the will of your aunt, Louise Kern?

A. I am.

3. You are one of the Plaintiffs to this suit?

A. I am.

4. When did your mother, Amelia S. Pacy, die?

A. September 1st, 1938.

5. When did your aunt, Louise Kern, die?

A. September 13th, 1938.

6. There has been filed in this case as an exhibit the last will and testament of your aunt, Louise Kern, I believe you are the Executor thereof?

A. That's true.

7. You have administered her estate?

A. I did.

8. Was there a Notice to Creditors issued in the estate of Louise Kern?

A. Yes.

9. Has that Notice to Creditors expired?

A. Yes.

10. The property involved in this case forms a part of the residuary estate of Louise Kern, and passes under such clause in her will?

A. Yes.

11. How did this property, upon Louise Kern's death, under her will, devolve upon Charles William Pacy, Walter D. Pacy and Arthur Pacy?

A. According to the terms of her will.

12. Are these three persons living?

A. My brother, Arthur Pacy died February 8th, 1945, my brother Walter and I are living.

13. At the time of Louise Kern's death she was the owner of the property mentioned in this case?

A. Yes.

14. You are the Administrator of the estate of Arthur Pacy by appointment of the Orphans Court in accordance with copy of Letters filed herein?

A. Yes.

15. And you are now administering that estate?

A. Yes.

16. Has or not the estate of Louise Kern been fully administered by you in the Orphans Court of Baltimore City?

A. Yes.

17. Did Arthur Pacy leave a last will and testament at the time of his death?

A. No.

18. Who did he leave surviving him as his sole heir at law?

A. His wife, Lucille M. Pacy and the four children Marjorie Mary Pacy, Lucille Ann Pacy, Mary Louise Bowersox, and Amelia Sophie Pacy.

19. Are these four children of your brother Arthur, adults?

A. Three of them are, Amelia Sophie is the minor.

20. This property in this case is, therefore, now owned one-third by you, one-third by your brother Walter D. Pacy and one-third by the heirs of your brother, Arthur Pacy as set forth in the Bill of Complaint?

A. Yes.

21. Two of you have a one-third each and Lucille Pacy the widow, one-ninth, and the four children each one-eighteenth?

A. Yes.

22. In your opinion, could this property be divided in kind amongst the parties interested without loss or injury to them?

A. No.

23. Have you inspected this property since the death of your brother Arthur Pacy?

A. No, I have not.

24. Would it, in your opinion, be to the benefit and advantage and interest of the parties involved that this property be sold and the money apportioned amongst the parties in interest according to their respective interests in the estate, under the direction of the Court?

A. Yes.

25. Are the parties to this case all persons who have any interest in the property?

A. Yes.

26. With the exception of Amelia S. Pacy all the parties are of full age and sui juris?

A. Yes.

27. What in your opinion is the fair market value of this property at this time?

A. $3500.

28. In the estate of your brother Arthur Pacy you have given the requisite Notice to Creditors which has not yet expired?

A. Yes.

29. You are willing to have the property sold for $3500?

A. Yes.

To the general question under the rule the witness says:-

A. No.

Charles William Pacy

Walter D. Pacy, a witness of lawful age, one of the plaintiffs in the case, being first duly sworn, deposes and says:-

(Carney)

1. State your name, residence and occupation?

A. Walter D. Pacy, 202 E. University Parkway, Baltimore, Md.; Theatre Executive.

2. You are the brother of Charles William Pacy who just testified and who is the administrator of his brother, Arthur Pacy?

A. I am.

3. You are also one of the parties to this case and a one-third owner of this property?

A. I am.

4. You have been present here during the taking of the testimony of your brother, Charles William Pacy and have heard his testimony?

A. Yes.

5. Was his testimony correct?

A. Yes.

6. Do you adopt his testimony as your testimony?

A. I do.

7. Are you willing to have this property sold for $3500 as he and Mrs. Lucille Pacy have testified about?

A. I am.

To the general question under the rule the witness says:-

A. No.

Walter D. Pacy

----- Plat of property offered in evidence as Exam. Exh. D

Carl S. Thomas, a witness of lawful age, being first duly sworn, deposes and says: -

(Carney)

1. State your name, residence and occupation?

A. Carl S. Thomas, 221 Main st., Annapolis, Md.; Real Estate broker.

2. How long have you been engaged in the real estate business in Anne Arundel County?

A. About six years.

3. Have you examined the piece of property described in the Bill of Complaint located on the Crain Highway near Millersville in the Second Election District of Anne Arundel County, Maryland?

A. Yes.

4. Have you examined the deed to this property?

A. Yes.

5. You have also examined the Bill of Complaint?

A. Yes.

6. Will you please describe the property?

A. The property is located on the Crain Highway in the 2nd District of Anne Arundel County, on the East side of the highway about two miles North of Priests Bridge, it is a rectangular plot of ground fronting 626 feet, more or less, on the highway and being 2435 feet, more or less, deep and is improved by a frame dwelling house.

7. How many acres does this tract contain?

A. 35 acres of ground, more or less.

8. Are you familiar with the values of property in this neighborhood?

A. Yes.

9. What, in your opinion, is the fair market value of this particular piece of property mentioned herein?

A. My valuation of this property, including improvements is $3500.

10. Will you please describe the improvements and their condition?

A. The dwelling house is a story and a half, frame construction, in need of repair. I don't know the room count, we looked in it through the windows, six rooms including bath and modern fixtures.

11. The Bill of Complaint in this case shows that this property is owned by seven people two of whom have a one-third interest, one of whom has a one-ninth interest therein and the remaining four and each have a one-eighteenth interest. In your opinion, could this property be divided amongst the parties entitled thereto in kind without loss or injury?

A. No, the property does not lend itself to division.

12. Would it be to the benefit and advantage and interest of the parties interested in said property, and particularly the infant defendant, that the property be sold and the money derived from such sale divided amongst the parties according to their respective interests under the direction of the Court?

A. It is my opinion it would be better to sell it.

To the general question under the rule the witness says:-

A. No.

Carl S. Thomas

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says: (Carney)

1. State your name, residence and occupation?

A. Fred E. Voges, 221 Main st., Annapolis, Md.; Real Estate Broker.

2. How long have you been in the real estate business in Anne Arundel County, Maryland?

A. Twelve years.

3. Have you examined the deed covering the piece of property mentioned in this case?

A. I have.

4. Have you examined the Bill of Complaint?

A. I have.

5. Have you inspected and examined the property?

A. I have.

6. Will you please describe the property?

A. The property is located approximately two miles North of Priests Bridge in the 2nd Election district of Anne Arundel County on the Crain Highway. It is rectangular parcel and fronts 626 feet on the East side of the Crain Highway and uniform depth of 2435 feet, contains 35 acres, more or less. The property is improved by a story and a half frame cottage of about six rooms and bath with electricity. The improvements are in fair condition.

7. Are you familiar with values of property in this neighborhood, particularly this property?

A. I am.

8. What, in your opinion, is a fair market value of this property?

A. I would consider $3500 the fair market value.

9. The Bill of Complaint in this case shows that this property is owned by seven people, two of whom have a one-third interest each, one of whom has a one-ninth interest and the other four persons have each a one-eighteenth interest therein, in your opinion could this property be divided in kind without loss or injury to those interested?

A. In my opinion this property could not be divided in kind without loss to the parties interested.

10. Would it be to the benefit and advantage and interest of the parties interested that the property be sold and the money derived from said sale be distributed to the parties according to their respective interests therein under the direction of the Court?

A. In my opinion it would be better to sell the property and divide the proceeds.

To the general question under the rule the witness says:

A. No.

Fred E. Voges

There being no other witnesses to be examined on behalf of the Plaintiffs, and no further testimony desired on their behalf at this time, this testimony is now closed, and, at request of Plaintiffs' Solicitor, is returned to the Court.

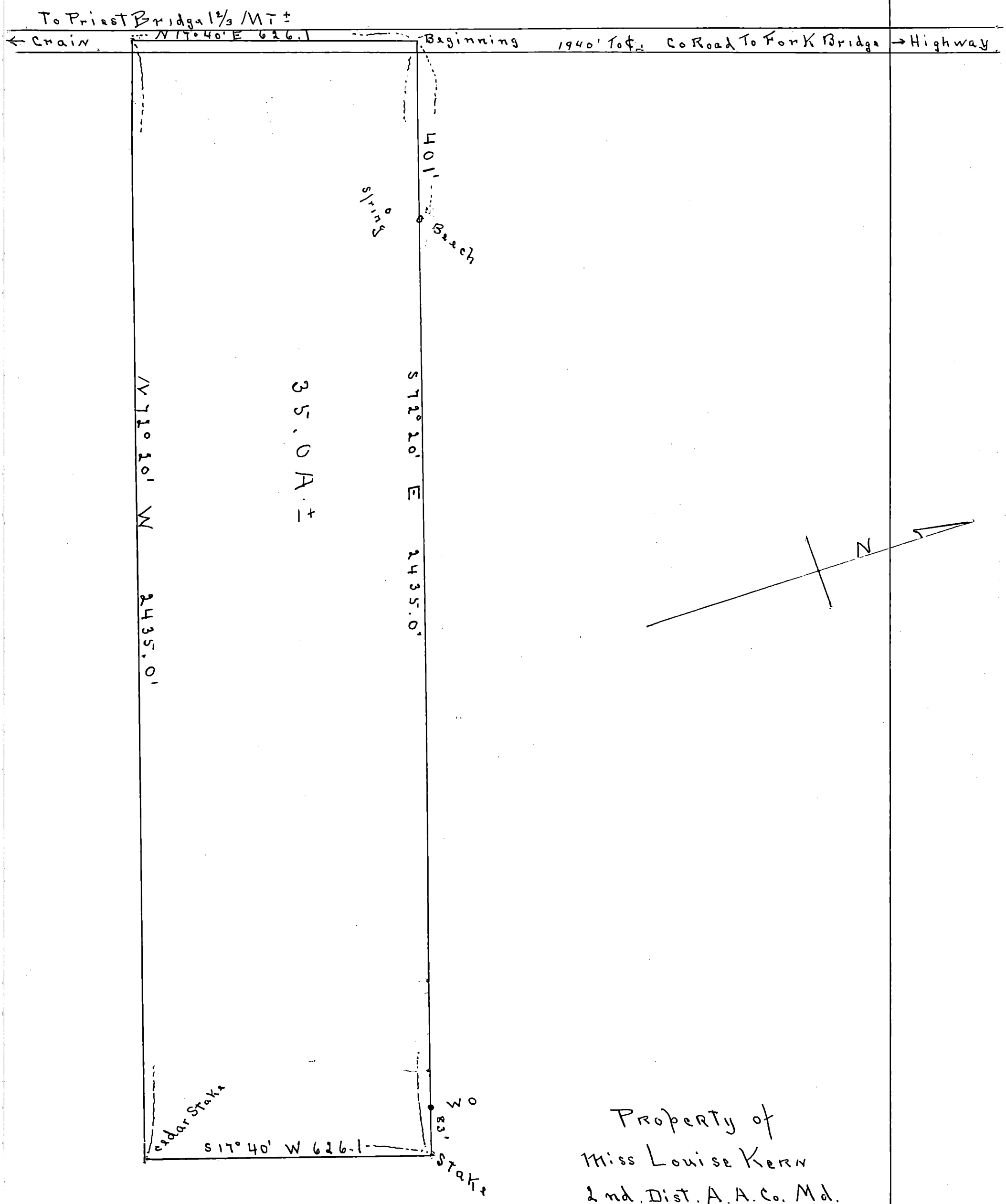
Witness my hand and seal this 27th day of April, 1945.

Jno. S. Strahorn (SEAL)

Examiner.

Filed April 27" 1945.

PLAT ON NEXT PAGE.



Property of
Miss Louise Kern
2nd. Dist. A.A. Co. Md.
Scale 1" = 200'

Edward Hall, Jr.
Surveyor
5-6-25.

Exams. Ex D. J.D.S.

DECREE May 10 1945.

The above cause standing ready for hearing and being submitted, the Bill of Complaint, Answer, Testimony and all the other proceedings were, by the Court, read and considered.

It is thereupon, this 10th day of May in the year nineteen hundred and forty-five by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED, that the fee-simple property fully described in the testimony and Bill of Complaint be sold, that Charles William Pacy 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 corporate surety to be approved by this Court, in the penalty of Thirty-five Hundred Dollars ($3500.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such weekly/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 cash upon ratification of the sale by this Court, or if said fee-simple property is sold at private sale, then such sale shall be made for not less than the appraised value of said property as established by the testimony in this case, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and 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 where/with he shall appear to have discharged his trust.

That distribution and payment of one-third of the proceeds of the sale of said property be suspended and withheld until after the 29th day of August, 1945, the date of the expiration of the notice to creditors, and submission of proof to this Court by Petition by said Trustee that no claims have been presented against the Estate of Arthur Pacy, deceased, which have not been paid and satisfied out of the personal estate; if such claims are filed which are not so satisfied, then the proceeds in the hands of the said Trustee arising from the sale of said property shall be subjected to such claims.

James Clark Judge.

Filed May 10th. 1945.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS: That We Charles William Pacy, 101 W. Monument Street, Baltimore, Maryland as principal, and Maryland Casualty Company, Baltimore, Maryland, a

corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Five Hundred & no/100 ($3,500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents, Sealed with our seals, and dated this 24th day of April in the year of our Lord one thousand nine hundred and forty-five.

WHEREAS, the above bounden Charles William Pacy by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell certain property mentioned in the proceedings in the case of Lucille M. Pacy, widow, et al vs. Amelia Sophie Pacy, minor now pending in said Court:

Now the Condition of the above Obligation is such, That if the above bounden Charles William Pacy 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
Lois J. Addlesberger
R. H. Taylor

Charles William Pacy (SEAL)
(CORPORATE SEAL) MARYLAND CASUALTY COMPANY (SEAL)
By A. F. Stoebener, Attorney-in-fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint W. Steuart Anderson and A.F. Stoebener, each with full power to act alone its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 1st day of March, 1944.

Attest: (CORPORATE SEAL) Maryland Casualty Company
J. I. Anderson By: B. H. Bratney Vice President
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney, April 24th, 1945.

(CORPORATE SEAL) Maryland Casualty Company
J.P.W. McNeal, Assistant Secretary

Filed May 12" 1945.

REPORT OF SALE.

TO THE HONORABLE JUDGE OF SAID COURT:

The Report of Sale of Charles William Pacy, Trustee, appointed by the Decree in the above entitled case, to make sale of the fee-simple 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, said Trustee sold at private sale the fee-simple property described in this proceeding and being more fully and particularly described as follows:

BEING all that tract of land located in the Second Election District of Anne Arundel County, State of Maryland, on Crain Highway, according to survey and plat made by Edward Hall, Jr., Surveyor, in May, 1935, namely: Beginning for the same in the centre line of Crain Highway (said point of beginning being 1,940 feet southwesterly from the intersection of the centre line of said Highway with the centre line of the County Road from Davidsonville to the Fork bridge over the Little Patuxent River); thence leaving said Highway South 72 degrees 20 minutes East, 2435 feet to a stake; thence south 17 degrees 40 minutes West, 626.1 feet to a cedar stake; thence North 72 degrees 20 minutes West, 2435 feet to the centre line of the aforesaid Crain Highway, thence with said Highway North 17 degrees, 40 minutes East, 626.1 feet to the beginning, containing thirty-five acres of land more or less.

improved by frame dwelling, unto Ray Frances Chapman and Erna Riedel Chapman, his wife, at and for the sum of Thirty-five Hundred Dollars ($3500.00) cash upon ratification of the sale by this Court; that said sale was made for the most money that could be obtained therefor.

WHEREFORE your Trustee reports this sale to the Court for ratification.

AND AS IN DUTY BOUND, etc.

J. Calvin Carney, Solicitor for Trustee

Charles William Pacy, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit:

I HEREBY CERTIFY, That on this 11th day of May 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles William Pacy, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Elizabeth M. Rohrs Notary Public

ORDER NISI.

Ordered, this 12th., day of May, 1945, That the private sale of the property mentioned in these proceedings made and reported by Charles William Pacy, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of June 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 13th day of June next.

The report states that the amount of sales to be $3500.00

John H. Hopkins, 3rd., Clerk

Filed May 12" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., June 18, 1945.

We hereby certify, that the annexed Order Nisi - Sale - Equity #8843 Lucille M. Pacy was

published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of June, 1945. The first insertion being made the 17th day of May, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By D. Hart

Filed August 10" 1945.

ORDERED BY THE COURT, This 10th day of August, 1945 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed August 10" 1945.

LUCILLE M. PACY, widow, et al. — No. 8843 Equity
vs. — In The Circuit Court For
AMELIA SOPHIE PACY, a minor — Anne Arundel County

REPORT AND ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Charles William Pacy, Trustee herein, respectfully shows:

1. That he has collected the following amounts:

Sale of 35 acres and improvements on Crain Highway, Anne Arundel County, Md.	$3500.00
1945 Taxes - 7/26 to 12/31/45	17.04
Total	$3517.04

2. That he has paid and incurred the following expenses:

1/2 State and Federal Revenue Stamps	3.67
Schmeiser and Schone - Trustee's bond	14.00
Capital-Gazette Press - Order Nisi	5.00
1945 Taxes	39.86
Clerk of Circuit Court for Anne Arundel County	
Certified copy of Deed and Plat	3.00
Recording release of mortgage	2.00
John H. Bouse, Register of Wills (Baltimore City)	
Certified copy of Will of Louise Kern	3.00
Fred E. Voges - Appraisal and testimony	15.00
Carl S. Thomas - Appraisal and testimony	15.00
John S. Strahorn - Examiner's fee and stenographer	19.00
Total	$ 119.53

3. That the notice to creditors in the Estate of Arthur Pacy, deceased, expired on August 29th, 1945; that a first and final account has been filed in the personal estate of said Arthur Pacy in the Orphans' Court of Baltimore City; that no claims have been filed against said estate.

WHEREFORE your Trustee prays that the papers in this case may be referred to one of

the standing Auditors of this Court for the purpose of stating an expense and distribution account.

AND AS IN DUTY BOUND, ETC.

J. Calvin Carney
Solicitor for said Trustee

Charles William Pacy,
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 30th day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles William Pacy, Trustee herein, and he made oath in due form of law that the matters and facts contained in the aforegoing Report are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Elizabeth M. Rohrs
Notary Public

Filed Aug. 30" 1945

ORDER.

UPON the aforegoing Report and Affidavit, it is this 30th day of August, 1945, by the Circuit Court for Anne Arundel County, In Equity, in the above entitled matter,

ORDERED that the papers in this case be and they are hereby referred to one of the Standing Auditors for the purpose of stating an expense and distribution account, including the share payable by reason of the death of Arthur Pacy, it appearing to the Court that notice to creditors in the Estate of Arthur Pacy, deceased, has expired and no claims have been filed against the Estate of the said Arthur Pacy, deceased.

Ridgely P. Melvin Judge

Filed Aug. 30" 1945.

Lucille M. Pacy, Widow, et al
vs.
Amelia Sophie Pacy, a Minor

No. 8843 Equity
In The Circuit Court For
Anne Arundel County

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account.

September 1, 1945.

All of which is respectfully submitted.

Laura R. Jickling Auditor

Dr. Lucille M. Pacy, Widow, et al vs. Amelia Sophie Pacy, a minor in ac. with Charles William Pacy, Trustee

Trustee's Commissions Waived.

To Trustee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	$ 10.00	$
Clerk of Court - costs	31.25	
Jos. C. Deegan - sheriff's costs	1.15	
J. Henry Zeller - Guardian ad Litem	4.00	
Auditor - stating this account	13.50	59.90

To Trustees for Expenses, viz:		
Capital-Gazette Press - Order Nisi on Sale	$ 5.00	$
Capital-Gazette Press - " " Auditor's Acct.	5.00	
Fred E. Voges - appraiser's fee	15.00	
Carl S. Thomas - " "	15.00	
Schmeiser & Stone, Agents - bond premium	14.00	
John S. Strahorn - examimer's fee	12.00	
Juliet D. Strahorn - stenographer	7.00	
Clerk of Court - certified copy deed, etc.	3.00	
Clerk of Court - recording release mortgage	2.00	
Register of Wills - certified copy Will	3.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.75	
Elizabeth M. Rohrs - notary fees	.50	85.18
To Trustee for Taxes, viz:		
1945 State & County taxes		39.86
Balance for Distribution $3,332.10		
Distribution as follows, all inheritance taxes having been paid to Register of Wills of Baltimore City, namely:		
To Charles William Pacy - one-third	1,110.70	
To Walter D. Pacy - one-third	1,110.70	
To Lucille M. Pacy, Widow of Arthur Pacy - one-ninth	370.23	
To Lucille M.Pacy, Assignee of Marjorie Mary Pacy, Lucille Ann Pacy and Mary Louise Bowersox, daughters of Arthur Pacy - three-eighteenths	555.35	
To Ameila Sophie Pacy, infant daughter of Arthur Pacy- one-eighteenth	185.12	3,332.10
		3,517.04

Cr. May 12, 1945	Proceeds of Sale	$3,500.00
	Refund 1945 taxes ($39.86 adjusted to 7/26/45)	17.04
		3,517.04

ORDER NISI.

ORDERED, This 13" day of September, 1945, 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 15 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 15" day of October next.

John H. Hopkins, 3rd., Clerk.

Filed Sept. 13" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1945

We hereby certify, that the annexed Order Nisi - Lucille M. Pacy was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of October, 1945. The first insertion being made the 20th day of September, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

Filed Nov. 2" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2nd day of November, 1945, 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.

James Clark

Filed Nov. 2" 1945.

PETITION AND ORDER THEREON. 5" Nov. 1945.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Charles William Pacy, Trustee herein, respectfully shows:

1. That by the Auditor's Account filed herein there is distributed to Amelia Sophie Pacy, a minor, born June 17, 1931, the sum of One Hundred Eighty-Five Dollars and Twelve Cents.

2. That there is no legal guardian for said Amelia Sophie Pacy, and that your Trustee is ready to pay over said money.

WHEREFORE, your Trustee prays this Court may pass an Order directing your Trustee to deposit said sum in the name of said Amelia Sophie Pacy in the Calvert Bank of Baltimore, Maryland, subject to the order of this Court.

And as in duty bound, etc.

J. Calvin Carney
Solicitor for Trustee

Charles William Pacy
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of November 1945, before me the Subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles William Pacy, Trustee herein, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Elizabeth M. Rohrs, Notary Public

Filed Nov. 5" 1945.

ORDER.

UPON THE AFOREGOING Petition and Affidavit, it is this 5th day of November, 1945, by the Circuit Court for Anne Arundel County in Equity in the above entitled matter,

ORDERED that Charles William Pacy, Trustee herein, be and he is hereby authorized and directed to deposit the sum of One Hundred Eighty-five Dollars and Twelve Cents

($185.12) in the Calvert Bank of Baltimore, Maryland, in the name of Amelia Sophie Pacy, a minor, born June 17, 1931, subject to the Order of this Court, and that said Trustee shall retain the book of deposit until the said Amelia Sophie Pacy shall become of age or until a Guardian shall be appointed, and that said Trustee shall be released from this Order and the deposit made in pursuance thereof upon exhibiting the passbook to this Court showing that the Order has been fully complied with.

James Clark Judge.

Filed Nov. 5" 1945

IN THE MATTER OF THE SALE OF THE MORTGAGED	:	No. 8844 Equity
REAL ESTATE OF	:	In The Circuit Court For
WILLIAM ANDREW JACKSON and BERTIE JACKSON,	:	Anne Arundel County
HIS WIFE.		

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 11th day of Oct, in the year nineteen hundred and twenty-three between WILLIAM ANDREW JACKSON, & BERTIE JACKSON, his wife, of Baltimore City mortgagors, and the Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, a body corporate under the laws of said State, mortgagee, hereafter referred to as mortgagee.

WHEREAS, the said William Andrew Jackson, & Bertie Jackson, his wife being the holder of Five shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of Five hundred Dollars which is the full par value of said Five shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said Five shares of stock to said body corporate in accordance with its present constitution, said mortgagors have agreed to execute this mortgage - the execution hereof being a condition precedent to said advance being made by said Association.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of one dollar, the said William Andrew Jackson, and Bertie Jackson, his wife, do hereby grant and convey unto said body corporate, The Glen Burnie Savings and Loan Association, its successors and assigns, all that lot of ground situate in the Third Election District of Anne Arundel County, and described as follows, that is to say:

BEGINNING for the land hereby conveyed at the end of the third line of the Henry Wood purchase, thence running south forty-five degrees east eight perches to a stone at the end of the sixteenth line in a deed from George W. McCubbin and wife to Wm. J. Boothe, recorded in Liber S.H. No. 10, folio 355, thence with the outline of said conveyance north eighty and one-half degrees east one and ninety-one-hundredths perches, thence south twenty-four and fifteen one-hundredts perches to the fourth line in a deed from Wm. T. Boothe, et al., to Georgianna Jackson, recorded in Liber G.W. No. 29, folio 400, thence on the fourth line of said Georgianna Jackson's land, which line forms the northern boundary of her land, south eighty-three and three-quarters degrees west fifteen perches to a ravine, thence with said ravine north forty-five degrees west six and one-

tenth perches to the southern boundary of the land allotted to Matilda Johnson and thence with the southern line of said land allotted to Matilda Johnson north eighty-three and one-half degrees east eleven and two-fifths perches to a stone which is the southeastern boundary of the part allotted to Matilda Johnson, and thence with the eastern outline of Matilda Jounson's land north twenty-six and nineteen one-hundredths perches to the beginning : containing two and one-eighth acres of land, more or less. And also a right of way fourteen feet wide leading to and from the land hereby conveyed, which right of way is on the southernmost part of the land conveyed to Georgianna Jackson by John H. Hessey, Administrator of Eliza Ann Garrett, and adjoining the northern outline of the land conveyed by William T. Boothe, et al., to Georgianna Jackson, by deed aforesaid, said right of way leading to Marley Neck Public Road.

BEING the same parcel of ground, which, by deed dated May 18th, 1917 and recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed to William Andrew Jackson and wife by Georgianna Jackson and husband.

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

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of The Glen Burnie Savings and Loan Association, the mortgagee aforesaid, its successors and assigns.

PROVIDED, that if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

AND the said mortgagors respectfully, for their heirs, executors, administrators and assigns, covenants with the said mortgagee, its successors and assigns, to pay and to perform as follows, viz: to pay to the said mortgagee, its successors or assigns, the monthly sums of Five Dollars dollars as dues at every regular monthly meeting of said mortgagee, until the said sum of $500.00 shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of Two 50/100 Dollars until the sum of One hundred Dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents and so on, and as often as One hundred Dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents and to pay all public dues and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him by the said mortgagee, in accordance with the by-laws, and to keep the improvements on the said ground fully insured from loss by fire for the use of the mortgagee.

ALL of which payments and covenants shall continue in force until the said sum of $500.00 shall be repaid in monthly dues as aforesaid.

And it is agreed, that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said monthly sums of money, and continue for the period of thirteen weeks, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagor; or either of them, then this

whole mortgage debt hereby intended to be secured, shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or ROBERT E. KINDRED, its authorized attorney or solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County - and which terms shall be such as the party making the sale shall elect- and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of thirty dollars to the said attorney or solicitor, or other party making the sale in lieu of the commissions usually allowed; secondly, to the payment of all taxes and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said mortgagee hereunder, whether then matured or not, and the balance to be paid to the said mortgagors, or whosoever may be entitled to the same.

AND the said William Andrew Jackson for their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company, satisfactory to the said mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least $500.00 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 said mortgagee, to the extent of their lien or claim hereunder, and to deliver said policies to the said mortgagee, its successors and assigns.

Witness the hands and seals of the mortgagors.

TEST:- William Andrew Jackson (SEAL)

James H. Croggon Bertie Jackson (SEAL)

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify, that on the 11th day of Oct, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel county, personally appeared William Andrew Jackson, and Bertie Jackson, his wife, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Edward Woodfall, the President of the Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, mortgagee, and made oath in due form of law, that the consideration named in said foregoing mortgage, is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) James H. Croggon Notary Public

Recorded October 16" 1923, at 11 A.M., in Liber W.N.W.

No. 68, folio 412, Land Records of Anne Arundel County.

Filed March 27" 1945.

STATEMENT.

Glen Burnie, Maryland, March 22,1945

STATEMENT OF ACCOUNT No. 1616 WILLIAM ANDREW JACKSON and BERTIE JACKSON

Amount of loan	$500.00
Dues paid on Account	179.13
Balance due on loan	$320.87

190 months interest @ $2.00	$380.00
Balance due	$700.87

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 26th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frederick W. Kuethe, Secretary-Treasurer, and made oath in due form of law that the above mortgage account is true as stated.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred Notary Public

The Glen Burnie Savings & Loan Asso.,
a body corporate,
By Fred W. Kuethe Secretary-Treasurer

Filed March 27" 1945.

AFFIDAVIT AS TO MILITARY STATUS

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

Frederick W. Kuethe being first duly sworn on oath deposes and says:

That he is the duly authorized agent of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, Mortgagee in these proceedings, and makes this affidavit in its behalf.

THAT pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of 1940 and on behalf of the said body corporate, I have made a careful investigation of the civilian status of the said William Andrew Jackson and Bertie Jackson, his wife, and find that they are not in the Military Service of the United States of America.

Frederick W. Kuethe Affiant

SUBSCRIBED AND SWORN to before me
this 26th day of March, 1945.

Viola Kindred Notary Public.
(NOTARIAL SEAL)

Filed March 27" 1945.

CORPORATE BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, Robert E. Kindred as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of March, in the year of our Lord, nineteen hundred and forty-five

WHEREAS, the above bounden Robert E. Kindred, Attorney named in mortgage by virtue of the power contained in a mortgage from William Andrew Jackson & Bertie Jackson to Glen Burnie Savings & Loan Association of Anne Arundel County bearing date the 11th day of October, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 68 Folio 412 and he is about to sell the land and premises described in said mortgage,

default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Robert E. Kindred 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 Viola Kindred (CORPORATE SEAL)

Robert E. Kindred (SEAL)
Attorney
UNITED STATES FIDELITY AND GUARANTY COMPANY
By Wm. P. Craig, Jr., Attorney-in-Fact

Filed March 27" 1945.

In the Matter of the Sale of the Mortgaged Real Estate of William Andrew Jackson and Bertie Jackson, his wife.

No. 8844 Equity
In The Circuit Court For Anne Arundel County.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPPRT of Robert E. Kindred, Attorney, named in Mortgage to make sale of the real estate mentioned respectfully shows:

THAT after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, on Tuesday, April 24th, 1945, at 10:00 o'clock A.M. and then and there proceeded to sell said real estate mentioned as follows:

ALL that parcel of land, situate, in the THIRD ELECTION DISTRICT of Anne Arundel County, State of Maryland, containing 2-1/8 acres of land, also a 14 foot right of way leading to Marley Neck Road; also situate between Lipin's Corner and Marley Park Beach and the Old Annapolis Boulevard and the Marley Neck Road, being more fully described in a Deed from Georgianna Jackson, et al., to said Mortgagors by Deed dated the 18th of May, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 139 folio 25. Improved by a five room frame dwelling.

He offered said land and improvements for sale and sold same to Frankie Wilson, at and for the sum of EIGHT HUNDRED AND FIFTY ($850.00) Dollars, she being then and there the highest bidder for said property.

AND as in duty bound, etc.

Robert E. Kindred
Attorney named in mortgage

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 26th day of April, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred, Attorney named in mortgage, and made oath in due form of law, that the matters and facts set forth in the within Report of Sale, are true to the best

of his knowledge and belief, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred Notary Public

ADVERTISEMENT OF SALE.

ROBERT E. KINDRED Attorney At Law Glen Burnie Maryland.

PUBLIC SALE OF REAL ESTATE AND IMPROVEMENTS THIRD ELECTION DISTRICT

By virtue of a power of sale contained in a mortgage from William Andrew Jackson and Bertie Jackson, his wife, dated the 11th day of October, 1923, to The Glen Burnie Savings and Loan Association of Anne Arundel County, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 68, folio 412, which said mortgage is now in default, I will offer for sale at public auction at the Court House door, in the City of Annapolis, on Tuesday, April 24th, 1945 at 10:00 O'CLOCK A.M.

all that parcel of land, situate in the Third Election District of Anne Arundel County, State of Maryland, containing 2 1/8 acres of land, also a 14-foot right of way leading to Marley Neck Road; also situate between Lipin's Corner and Marley Park Beach and the old Annapolis Boulevard and the Marley Neck Road, being more fully described in a deed from Georgianna Jackson, et al, to said mortgagors by deed dated the 18th day of May, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 139, folio 25. Improved by a five-room frame dwelling.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser at the time of sale. The balance of the purchase money to bear interest at 6% per annum from the date of sale, payable in cash upon ratification of the same by the Circuit Court for Anne Arundel County.

Telephone Glen Burnie 2

ROBERT E. KINDRED, Attorney-at-Law
14 Light Street Boulevard,
Glen Burnie, Maryland.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 24, 1945.

We hereby certify, that the annexed Public Sale William Andrew Jackson and Bertie Jackson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 weeks before the 24th day of April, 1945. The first insertion being made the 29th day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By D. Hart

Filed May 22" 1945.

PURCHASER'S AGREEMENT AUCTIONEER'S CERTIFICATE

April 24, 1945

THE UNDERSIGNED PURCHASER hereby certifies that I purchased the property advertised in No. ____ Equity at and for the sum of $850.00 of which $850.00 have been paid prior to the signing hereof, and I agree to comply with the terms of sale.

Attest: Robert E. Kindred Frankie Wilson (SEAL)

I HEREBY CERTIFY, that on this 24th day of April, 1945, I sold the above mentioned property to the purchaser, at and for the sum of $850.00 and that the sale was fairly made.

William B. Elliott Auctioneer

Filed May 1" 1945.

ORDER NISI.

Ordered, this 1st., day of May, 1945, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred, Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of June 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 2nd day of June next.

The report states that the amount of sales to be $850.00

John H. Hopkins, 3rd., Clerk

Filed May 1" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1945.

We hereby certify, that the annexed Order Nisi - Sale - Equity 8844 Wm. Andrew Jackson & wife was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of June, 1945. The first insertion being made the 3rd day of May, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed June 12" 1945.

ORDERED BY THE COURT, This 14th day of June, 1945 that the sale made and reported by the Attorney aforesaid, be and the same hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed June 14" 1945.

In the Matter of the Sale of the Mortgaged Real Estate of William Andrew Jackson and Wife

No. 8844 Equity

In The Circuit Court For Anne Arundel County.

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account.

July 5, 1945.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William Andrew Jackson and wife in ac. with Robert E. Kindred, Attorney named in Mortgage.

To Attorney for Fee as provided in mortgage	$	$ 30.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor	9.00	37.75

To Attorney for Expenses, viz:	$	$
Capital-Gazette Press - advertising sale Order nisi	21.00	
Capital-Gazette Press - on Sale Order Nisi on	5.00	
Capital-Gazette Press - Auditor's Acct.	5.00	
U. S. Fidelity & Guaranty Co. - bond premium	10.00	
Wm. B. Elliott - auctioneer's fee	10.00	
Morris Albert - fee for legal services	12.50	
Viola Kindred - notary fees	1.50	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.40	65.95
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, Md., Mortgagee - in full for mortgage claim filed		700.87
To William Andrew Jackson and Bertie Jackson his wife, mortgagors - this balance		18.63
		853.20

Cr. Apr. 24, 1945	Proceeds of Sale	850.00
	Refund of 1945 taxes ($4.70-adj.)	3.20
		853.20

ORDER NISI.

ORDERED, This 10th day of July, 1945, 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 11th day of August 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 11th day of August next.

John H. Hopkins, 3rd., Clerk

Filed July 10" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1945

We hereby certify, that the annexed Order Nisi - Auditor's Account - William Andrew Jackson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of August, 1945 The first insertion being made the 12th day of July, 1945.

THE CAPITAL-GAZETTE PRESS, INC

By Ellen Cole

Filed Aug. 7" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23rd day of August, 1945, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James Clark

Filed Aug. 23" 1945.

IN THE MATTER OF THE ADOPTION	:	NO. 8846 Equity
OF	:	In The Circuit Court For
TINA INEZ THOMPSON, INFANT.	:	Anne Arundel County.

Petition for Adoption, Order of Publication, and Decree

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edwin Oliver Smith and Esther Coale Smith, his wife, of Annapolis, Maryland, respectfully shows unto your Honor:

1. That your Petitioners, Edwin Oliver Smith and Esther Coale Smith, were married on the __ DAY of ___, ___, at Annapolis, Maryland, and reside together

2. That the said Edwin Oliver Smith operates an automobile repair and gasoline station in the City of Annapolis; and his wife, Esther Coale Smith, manages and operates the home of your Petitioners.

3. That one Tina Inez Thompson, infant, was born on September 18, 1943, to one Irene Thompson out of wedlock as shown on the Maryland State Certificate of birth filed herewith as Petitioner's "Exhibit A", and that to your petitioners' knowledge from representations made by the said Irene Thompson, the name Harold Hart appearing on the said Certificate is a fictitious name made up and furnished to the hospital authorities from the imagination of the said Irene Thompson, and that the said infant child was left in custody of one Nettie Coale after her birth in 1943 until the Spring of 1944 when the said Nettie Coale became ill and delivered custody of said infant to your petitioners, her daughter and son-in-law, who have had continuous custody and control of the said infant thereafter; that the Mother of the said infant has never returned nor inquired as to the custody or welfare of the said infant, and your petitioners verily believe, and therefore represent that she has abandoned the child.

4. That the last known address or information as to the whereabouts of the said mother, Irene Thompson, was in the State of North Carolina according to information received, and your petitioners are unable to locate the said Irene Thompson.

5. That the said infant since her birth has been in the custody of your petitioners' mother and mother-in-law, Nettie Coale, and your petitioners up to and at the time of the filing of this petition.

6. That your petitioners verily believe that the said Irene Thompson is a non-resident of the State of Maryland, and that her definite whereabouts are unknown; and that the said alleged Harold Hart is a non-resident of the State of Maryland.

7. That your petitioners desire to adopt as their child the said infant, Tina Inez Thompson, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully aver, allege, and show that they maintain a modern and comfortable home at Crownsville, Maryland, and that they are willing to provide for the proper care, maintenance, and rearing of the said infant child.

8. That your petitioners believe and therefore aver that it will be for the best interest and welfare of the said infant that she be so adopted by your petitioners, and that her well-being, comfort, and happiness will be properly promoted by such adoption; and your petitioners file herewith as a further part hereof, written statements of Hendricha Wilmont and Robert H. Coale, citizens of Anne Arundel County, Maryland, in support

of this Petition, showing that your petitioners are fit persons to become the adopting parents of the said infant, which statements are marked, "Petitioners' Exhibit B" and "Petitioners' Exhibit C", respectively.

Your Petitioners, therefore, respectfully pray:

a. That an Order of Publication directed to the said Irene Thompson and Harold Hart commanding them to be and appear in this Court in person or by Solicitor to answer the premises and abide by and perform such decree as may be passed therein.

b. That a decree may be passed by this Honorable Court, declaring the said infant child, Tina Inez Thompson, to be the adopted child and daughter of your petitioners, Edwin Oliver Smith and Esther Coale Smith, his wife, in accordance with the Laws of the State of Maryland; and that the name of the said infant child; Tina Inez Thompson, be changed to that of your petitioners, and that she be hereafter known as Tina Inez Smith

c. That pursuant to the provisions of Article 43, Section 22 of the Annotated Code of Maryland (Flack's 1939 edition) a new birth certificate be made.

d. That your petitioners may have such other and further relief as their case may require.

AND AS IN DUTY BOUND, etc.

Louis M. Strauss — Edwin Oliver Smith

Solicitor for Petitioners — Esther Coale Smith

STATE OF MARYLAND, ANNE ARUNDEL COUNTY. to wit:

I HEREBY CERTIFY that on this 27th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edwin Oliver Smith and Esther Coale Smith, his wife the within petitioners, and made oath in due form of law that the matters and facts set out and alleged in said petiion are true, as therein stated, to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — Josephine S. Mason Notary Public

CERTIFICATE OF LIVE BIRTH

No. 54257 Baltimore City Health Department — Registered No. F-85037 Dec. 7,1944

1. Place of Birth:	2. Usual Residence of Mother:
(a) Baltimore City, Maryland.	(a) State Md. (b) County __
(b) Name of Hospital or institution; if at home, give street number	(c) City or town Baltimore
	(d) Street No. 27 N. Patterson Pk. Ave.
BALTIMORE CITY HOSPITALS	
(c) Mother's stay before delivery:	
In hospital or institution ___in Baltimore	
3. Full name of child Tina Inez Thompson	4. Date of birth Sept. 18, 1943
5. Sex: Female	8. Hour of birth 3.10 p.m.
9. FATHER OF CHILD	MOTHER OF CHILD
Full Name Harold Hart	15. Full Maiden Name Irene Thompson
10. Color or race White	16. Color race White
Age at time of this birth 22 yrs.	17. Age at time of this birth 18 yrs.
12. Birthplace Brooklyn, New York	18. Birthplace Cherokee Co., N.C.

13. Usual occupation U. S. Army : 19. Usual occupation Factory worker

: 22. Mother's mailing address for registration notice: 2220 Orleans St. Baltimore, Maryland

23. I hereby certify to the birth of this child, who was born alive on the date and hour stated above. The information given above was furnished by Irene Thompson, related to this child as Mother

24. Date rec'd by local registrar Sept. 27 1943 (signed) T. E. Russell, Jr. M.D.

25. Signed Huntington Williams, M.C. Commissioner of Health Registrar

Registrar Address Baltimore City Hospitals

Issued by Huntington Williams, M.D. Registrar of vital statistics Per G. Cordish

In the Matter of the Adoption of
Tina Inez Thompson, Infant

No. 8846 Equity
In The Circuit Court For
Anne Arundel County

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree of adoption of Tina Inez Thompson, infant, by Edwin Oliver Smith and Esther Coale Smith, his wife, and to change the name of said infant to Tina Inez Smith. The petition states that the petitioners are residents of Anne Arundel County; that said infant was born September 18, 1943 at Baltimore, Maryland; that the parents of said infant were Irene Thompson and one alleged to be Harold Hart, the said child having been born out of wedlock; that the said infant child was left in custody of one Nettie Coale after her birth in 1943 until the Spring of 1944 when the said Nettie Coale became ill and delivered custody of said infant to Edwin Oliver Smith and Esther Coale Smith, his wife, her son-in-law and daughter, who have had continuous custody and control of the said infant thereafter; that the Mother of the said infant has never returned nor inquired as to the custody or welfare of the said infant, and the petitioners believe and represent that she has abandoned the child; that petitioners desire to adopt the child, are financially able to care for her, and they file with the petitions statements from reputable citizens vouching for the character, etc;

The petition prays that the infant, Tina Inez Thompson, be declared the adopted daughter of Edwin Oliver Smith and Esther Coale Smith, his wife; that the name of the child be changed to Tina Inez Smith, and that a new brith certificate be issued in accordance with Section 22, Art. 43 of the Maryland Code.

It is thereupon ordered, by the Circuit Court for Anne Arundel County, in Equity, this 28" day of March, 1945, that the petitioners, by causing a copy of this order to be inserted in a weekly newspaper published in Anne Arundel County once a week for four successive weeks before the 5" day of May, 1945; give notice to Irene Thompson, the mother of the said infant, and the alleged father, Harold Hart, whose whereabouts are unknown, of the object and substance of said petition and warning him to be and appear in this Court on or before the 21" day of May, 1945, and show cause, if any they may have, why the relief sought should not be granted as prayed.

John H. Hopkins, 3rd., Clerk.

OFFICE OF THE SOUTHERN MARYLAND TIMES ANNAPOLIS, MARYLAND

This Is To Certify That the annexed advertisement of ORDER OF PUBLICATION was inserted

in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 5th day of May, 1945, that is to say, the same was inserted in the issues of Mar 30, Apr 6, 13 & 20, 1945.

THE SOUTHERN MARYLAND TIMES
Alverda D. Lauer
Asst. Secy.-Treas.

Filed May 22" 1945

TO WHOM IT MAY CONCERN

I, Robert H. Coale, of Anne Arundel County, Maryland, do hereby certify that I have personally known Edwin Oliver Smith and Esther Coale Smith, his wife, for 14 years, and I have had occasion to observe the manner in which they conduct their home and their social environment, and that I certify that they are of good character and excellent reputation, and that they maintain a clean and comfortable home in Crownsville, Maryland, and that they enjoy the social respect of the community in which they reside; that Edwin Oliver Smith operates an automobile repair and gasoline station in the City of Annapolis; and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness: Robert H. Coale Elizabeth Coale

PETITIONERS' EXHIBIT B

TO WHOM IT MAY CONCERN

I, Hendrika Wilson of Anne Arundel County, Maryland, do hereby certify that I have personally known Edwin Oliver Smith and Esther Coale Smith, his wife, for 16 years, and I have had occasion to observe the manner in which they conduct their home and their social environment, and that I certify that they are of good character and excellent reputation, and that they maintain a clean and comfortable home in Crownsville, Maryland, and that they enjoy the social respect of the community in which they reside; that Edwin Oliver Smith operates an automobile repair and gasoline station in the City of Annapolis; and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Otis R. Hitt Hendrika Wilson

PETITIONERS' EXHIBIT C

Filed March 28" 1945.

DECREE.

The aforegoing Petition, Affidavits, and Exhibits having been read and considered by the Court and the Court being satisfied after careful investigation that the best interest and welfare of the infant, Tina Inez Thompson, will be promoted by granting the adoption prayed for, it is, therefore, this 28th day of May, 1945, Ordered and Decreed by the Circuit Court for Anne Arundel County, that Tina Inez Thompson, infant, be and she is hereby decreed to be the adopted daughter of Edwin Oliver Smith and Esther Coale Smith, his wife; And it is further Ordered and Decreed that the name of said infant, Tina Inez Thompson, be and the same is hereby changed to Tina Inez Smith, and that a new birth certificate be made in conformity with the provisions in the law therefor.

James Clark Judge

Filed May 28" 1945.

MILTON A. GIBSON and MAGGIE ELIZABETH	:	No. 8848 Equity
GIBSON, his wife	:	In The Circuit Court
VS.	:	For
AGNES GIBSON, an infant.	:	Anne Arundel County.

BILL OF COMPLAINT.

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Milton A. Gibson and Maggie Elizabeth Gibson, his wife, respectfully represents unto your Honors:

1. By deed dated May 21, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71, Folio 448, Benson Blake and Mary E. Blake, his wife, granted and conveyed unto William M. Gibson (sometimes known as William Merton Gibson and Merton Gibson) and Milton A. Gibson a tract of land containing five (5) acres, more or less, in the First Election District of Anne Arundel County, a certified copy of which deed is filed herewith, marked Exhibit "A", and prayed to be taken as a part hereof.

2. By deed dated October 29, 1921, and recorded among the aforesaid Land Records in Liber W.N.W. No. 49, Folio 209, William Bassford and Ida Bassford, his wife, conveyed to William M. Gibson (sometimes known as William Merton Gibson and Merton Gibson) and Milton A. Gibson a parcel of land in the First Election District of Anne Arundel County containing seven (7) acres, more or less, a certified copy of which deed is filed herewith, marked Exhibit "B", and prayed to be taken as a part hereof.

3. By deed dated March 16, 1929, and recorded among the aforesaid Land Records in Liber F. S. R. No. 44, Folio 85, Thomas E. O'Neill and Agnes O'Neill, his wife, granted and conveyed unto Merton Gibson (sometimes known as William M. Gibson and William Merton Gibson) a tract of land in the First Election District of Anne Arundel County containing twenty-one and eighty-two one-hundredths (21.82) acres of land, more or less, a certified copy of which deed is filed herewith, marked Exhibit "C", and prayed to be taken as a part hereof.

4. There is filed herewith, marked Exhibit "D", and prayed to be taken as a part hereof, descriptions of the parcels of land mentioned in Paragraphs 1 and 2 above, together with a plat of the same.

5. William M. Gibson departed this life intestate on January 24, 1944, in Baltimore City. His estate was administered in the Orphans' Court for Baltimore City, wherein the proceedings with reference thereto are recorded in Estate Docket No. 57, Folio 512. Notice to Creditors was not published in said estate until the 9th day of March, 1945, and said Notice does not expire until the 30th day of March, 1945. The failure to give notice to creditors at the time was the result of an inadvertence on the part of Francis N. Buckley, Esq., the Attorney handling the same. A certificate of publication of said Notice to Creditors is filed herewith, marked Exhibit "E", and prayed to be taken as a part hereof. In all other respects the administration of the Estate of the said William M. Gibson is complete.

6. William M. Gibson left surviving him his widow, Annie S. Gibson, to whom Letters of Administration were granted by the Orphans' Court for Baltimore City. He left no child or children surviving him. The Plaintiff, Milton A. Gibson, is the surviving

brother of the said William M. Gibson.

The infant Defendant, Agnes Gibson, is the daughter of a deceased brother of the said William M. Gibson, whose name was Lee Gibson. The said Lee Gibson departed this life intestate, leaving surviving him as his only heir at law his daughter, the said infant Defendant, Agnes Gibson. William M. Gibson left no other heirs at law or next of kin surviving him other than those above named.

7. By deed dated October 31, 1944, and recorded among the aforesaid Land Records in Liber J.H.H. No. 319, Folio 274, Annie Gibson, the widow of William M. Gibson, granted and conveyed all of her right, title and interest in and to the above mentioned three (3) parcels of property to the Plaintiffs, as tenants by the entireties, a certified copy of which deed is filed herewith, marked Exhibit "F", and is prayed to be taken as a part hereof.

8. By deed dated October 31, 1944, and thereafter recorded among the aforesaid Land Records, the said Milton A. Gibson and Maggie Elizabeth Gibson, his wife, conveyed all of their right, title and interest in and to the above mentioned parcels of land to William J. McWilliams, Trustee, who immediately thereafter reconveyed the same to the said Plaintiffs, as tenants by the entireties. A certified copy of the deed from William J. McWilliams, Trustee, is filed herewith, marked Exhibit "G", and is prayed to be taken as a part hereof.

9. The interests of the parties in the aforesaid parcels of land are as follows:

a. The five (5) acre tract.

Milton A. Gibson and Maggie Elizabeth Gibson, his wife	7/8
Agnes Gibson	1/8

b. The seven (7) acre tract.

Milton A. Gibson and Maggie Elizabeth Gibson, his wife	7/8
Agnes Gibson	1/8

c. The twenty-one and eighty-two one-hundredths (21.82) acre tract.

Milton A. Gibson and Maggie Elizabeth Gibson, his wife	3/4
Agnes Gibson	1/4

10. The aforesaid parcels of land are not susceptible of partition without material loss and injury to the parties entitled to interests therein, as above stated, and in order to make division of said interests, it will be necessary that said land he sold and the proceeds thereof divided amongst the parties according to their several interests.

To the end, therefore:

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

2. That the proceeds of said sale may be distributed between the Plaintiffs and the infant Defendant according to their respective rights and interests.

3. That the Plaintiffs may have such other and further relief as their case may require.

And, as in duty bound, etc.

Milton A. Gibson

Maggie Elizabeth Gibson

William J. McWilliams

Solicitor for the Plaintiffs

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss.

I HEREBY CERTIFY that, on this 27th day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MILTON A. GIBSON and MAGGIE ELIZABETH GIBSON, his wife, the Plaintiffs herein, and severally made oath in due form of law that the matters and things as herein stated are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Helen E. Tyler Notary Public

Filed March 28" 1945.

PLAINTIFFS' EXHIBIT "A"

($.50 REV. STAMP)

THIS DEED, Made this 21st day of May, 1923, by and between Benson Blake and Mary E. Blake, his wife, of Anne Arundel County, Md. of the first part, hereinafter called Grantors and William M. Gibson of Baltimore City and Milton A. Gibson of Anne Arundel County of the second part, hereinafter called Grantees:

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as tenants by the entireties in fee simple, all that or parcel of land containing five acres more or less, situated about one mile south of Harwood Post Office, in Anne Arundel County, Maryland, immediately upon the Annapolis and Solomons State Highway; said parcel of land adjoining the land of Washington and Mary Parker and John H. Hopkins on the south the present lands of the aforesaid grantees on the east and following the the bed of the old disused county road the lands of the aforesaid Grantors being to the Northr being a portion of the same tract of land conveyed to the said Grantors by Ida M. Bowie by deed dated Nov. 6, 1905 and recorded on Nov. 14, 1905, in Liber G.W. 47 folio 82 etc., one of the Land Record Books of Anne Arundel County, Md.

TOGETHER with the improvements thereon and all the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said William M. Gibson and Milton A. Gibson as tenants by the entireties, in fee simple.

AND the said Grantors do hereby covenant that the will warrant generally the title to the property hereby conveyed and that they will execute such other or further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

Witness: Samuel P. Chew — Benson X Blake (SEAL) (HIS MARK)

Witness: Samuel P. Chew — Mary E. Blake (SEAL)

State of Maryland, County of Anne Arundel to wit:

I hereby certify that on this 21st day of May, 1923, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Benson Blake and Mary E. Blake his wife, and acknowledged the foregoing Deed to be their respective acts.

Witness my hand and Seal Notarial on day and date above written.

(NOTARIAL SEAL) Samuel P. Chew Notary Public

(Commission expires May 1924)

Recorded May 22nd. 1923, -12 M.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 71, folio 448, one of the Land Record Books 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 28th day of February, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd.,Clerk.

Filed March 28" 1945.

PLAINTIFFS' EXHIBIT "B"

($1.50 REV. STAMPS)

This Deed, Made this 29th day of October, 1921, by and between William Bassford and Ida Bassford, his wife, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "Grantors"; and Milton A. Gibson and William M. Gibson, also of said County and State, of the second part, hereinafter called "Grantees".

Witnesseth:- That for and in consideration of the sum of ($10.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as tenants in common, in fee simple, All those two lots or parcels of land, situated in the First District of Anne Arundel County, which are particularly described in the two following deeds, namely:

(1). Deed from Benson Blake and other to Stallings Wayson, dated July 21, 1908, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 74, folio 62, conveying two and one-half (2½) acres, more or less; and

(2). Deed from Benson Blake and others to Stallings Wayson, dated January 26, 1910, and recorded among said Land Records in Liber G.W. No. 74, folio 341, conveying four (4) acres, three (3) roods and sixteen and seven-tenths (16.7) perches.

Being the identical property which was conveyed unto the said William Bassford by Eugene P. Childs, Trustee, by deed dated October 28, 1919, and recorded among the Land Records aforesaid in Liber W.N.W. No. 25, folio 71.

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

To Have and to Hold the above described property unto the said Milton A. Gibson and William M. Gibson, as tenants in common, in fee simple.

And the said Grantors do hereby covenant that they will Warrant Specially the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness: John H. Hopkins, Jr.

William Bassford (SEAL)

Ida Bassford (SEAL)

State of Maryland, Anne Arundel County, to wit:-

I hereby certify, that on this 29, day of October, 1921, before the subscriber, a

Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William Bassford and Ida Bassford, his wife, and duly acknowledged the aforegoing deed to be their act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) John H. Hopkins, Jr.

Notary Public

Recorded 2nd. Nov. 1921. 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 49, folio 209, one of the Land Record Books 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 27th day of February, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk

Filed March 28" 1945.

PLAINTIFFS' EXHIBIT "C"

THIS DEED made this sixteenth day of March, 1929, by and between Thomas E. O'neill and Agnes O'neill, his wife of Anne Arundel County, State of Maryland, of the first part, hereinafter called "GRANTORS"; and Merton Gibson, also of said county and State, of the second part, hereinafter called "GRANTEE".

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant and convey unto the said Grantee, his heirs and assigns, in fee simple, all that tract or parcel of land located in the First Election District of Anne Arundel County, Maryland, near the Village of Owensville, which is particularly described as follows according to the survey and plat thereof made by Robert L. Burwell, Civil Engineer, on February, 8, 1929, namely:

BEGINNING for the same on the northeast side of the County Road leading from Owensville to Harwood at the end of the fifth line in a deed dated December 18, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 25 folio 214, whereby land was conveyed by Robert B. Wayson and wife unto Thomas E. O'neill and wife, and running thence along the northeast side of said Road the three following courses and distances: North 39 degrees 25 minutes 10 seconds West. 651.29 feet to an iron pipe; North 29 degrees 26 minutes 40 seconds West, 84.68 feet to an iron pipe, and North 22 degrees 59 minutes West, 188.41 feet to an iron pipe; thence leaving said road and running across part of the whole tract, the twelve following courses and distances: North 60 degrees 51 minutes 30 seconds East, 210.54 feet to an iron pipe; North 60 degrees 18 minutes 50 seconds East, 229.48 feet to an iron pipe; North 59 degrees 26 minutes 50 seconds East, 188.77 feet to an iron pipe, North 61 degrees 48 minutes 30 seconds East, 164.72 feet to an iron pipe; South 54 degrees 42 minutes 40 seconds East, 358.48 feet to an iron pipe; South 38 degrees 40 minutes 20 seconds East, 102.74 feet to a nail in the top of a twenty-one inch poplar stump. North 88 degrees 32 minutes East, 95.70 feet to a stake; North 55 degrees 00 minutes 00 seconds East 64.19 feet to a stake; South 49 degrees 21 minutes 30 seconds East, 39.98 feet to a stake; South 87 degrees 34 minutes 30 seconds East, 213.93 feet to a stake; North 70 degrees 02 minutes 30 seconds East, 238.68

feet to a stake; South 0 degrees 59 minutes 30 seconds West, 128.82 feet to an iron pipe set on the aforesaid fifth line of the O'Neill tract; thence along the fifth line of said O'Neill tract South 54 degrees 27 minutes 20 seconds West 1393.04 feet to the place of beginning. Containing twenty-one and eighty-two one-hundredths (21.82) acres of land, more or less.

BEING a portion of the same property which was conveyed unto the above named GRANTORS by Robert B. Wayson and Alice A. Wayson, his wife, by deed dated December 18, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 25, folio 214.

TOGETHER with the buildings and improvements thereon, and all the rights, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Merton Gibson, his heirs and assignsk in fee simple.

AND the said GRANTORS do hereby covenant that they will WARRANT SPECIALLY the title to the property hereby conveyed, and that they will execute such other or further assurances of the same as may be requisite.

WITNESS the hands and seal of the said GRANTORS.

WITNESS: Thomas E. O'Neill (SEAL)

Laura R. Jickling Agnes O'Neill (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this sixteenth day of March, 1929, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Thomas E. O'Neill and Agness O'Neill, his wife, and duly acknowledged the aforegoing deed to be their act.

WITNESS MY HAND AND SEAL NOTARIAL.

(Notarial Seal Laura R. Jickling Notary Public

Recorded March 22, 1929 at 3 P.M.

State of Maryland Anne Arundel County, Sct.

I herebh certify that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 44, Folio 85, one of the land record books 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 27th day of February, 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed March 28" 1945.

PLAINTIFFS' EXHIBIT "D"

J.R.McCRONE, JR. Registered Professional Engineer and Land Surveyor

Hart Building - 12 Church Circle Annapolis, Md.

PART: 1 - DESCRIPTION OF 5.9 ACRE TRACT PART OF GIBSON PROPERTY NEAR OWENSVILLE

Beginning for the same at a stone set at the Southeastern most corner of the 1 acre tract of land conveyed by Blake to Parker and intended to be described in a deed recorded in the Land Records of A.A. County in Liber W.N.W. 141, Folio 417; thence with the East and North outlines of this 1 acre tract and with a line of fence North 37 degrees 05 minutes West, 293 feet and South 51 degrees 11 minutes West, 109 feet to the East

side of the State Road known as the Solomons Island Road; thence with the East side of said Solomons Island Road, North 19 degrees 28 minutes West, 121 feet and North 36 degrees 09 minutes West, 271 feet; thence leaving said road and running down the center of an old abandoned road and with a line of fence, North 55 degrees 14 minutes East, 480 feet to the center line of a stream, thence running with the bed of said stream and following the meanders of the same about South 21 degrees East, 657 feet, more or less, to intersect a fence line which is the Southeastern most boundry of the property herein described; thence with said fence line, South 52 degrees 27 minutes West, 325 feet to the place of beginning.

Containing 5.9 acres and being the extreme Southwestern most portion of the whole tract of land intended to be described in a deed filed in the Land Records of A.A.County in Liber W.N.W. 25, Folio 214 and as surveyed by evidence found in the field at the time of making the survey.

PART 11 - DESCRIPTION OF 7.5 ACRE TRACT PART OF GIBSON PROPERTY NEAR OWENSVILLE

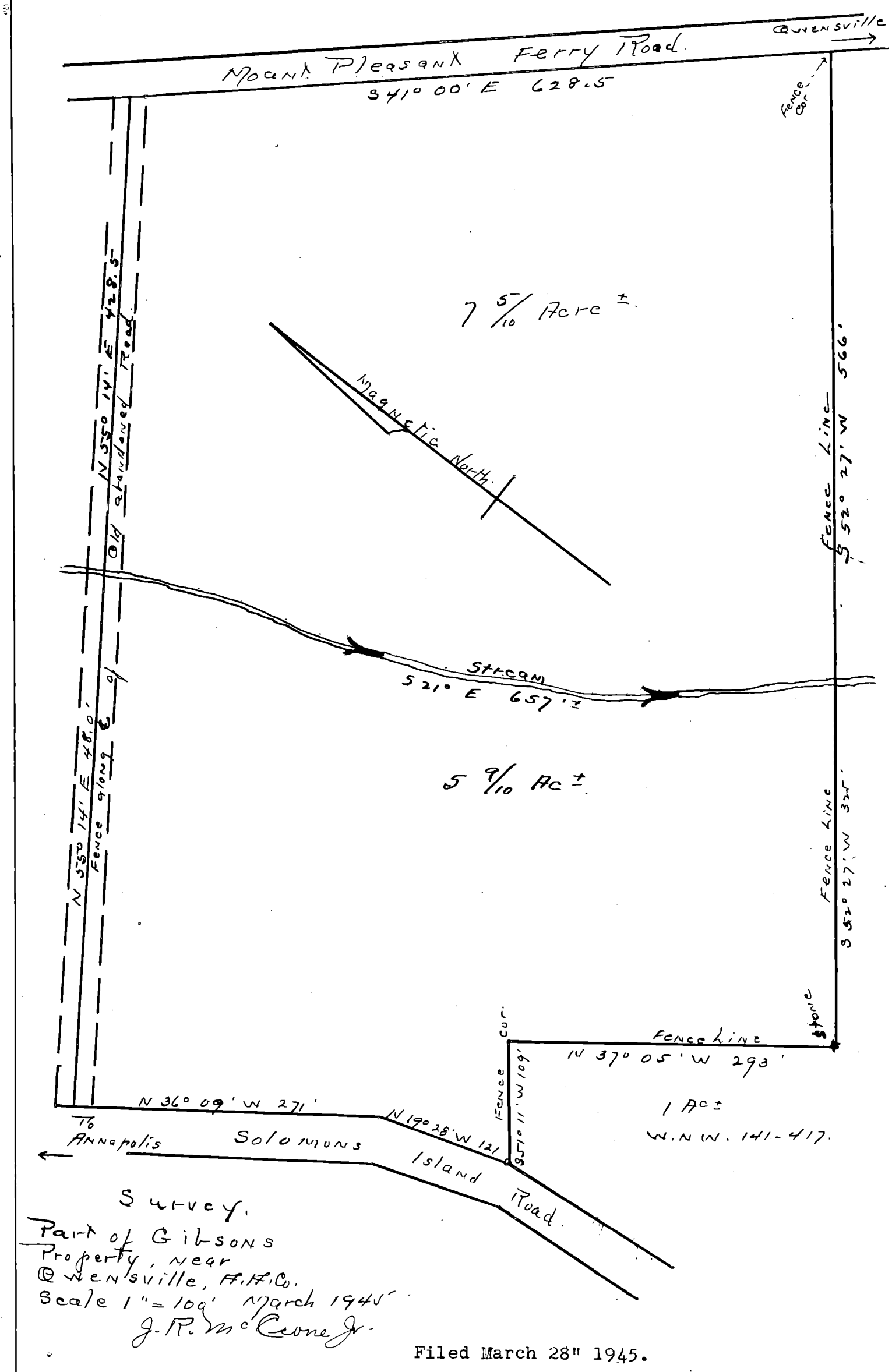
Beginning for the same at a point on the West side of the Mt. Pleasant Ferry Road where the West side of said road is intersected by what is intended to be the Southeastern most outline of the whole tract of land described in a deed filed in the Land Records of A. A. County in W.N.W. 25, Folio 214; thence continuing with said outline and with a line of fence, South 52 degrees 27 minutes West, 566 feet to the center line of a stream; thence with the center line of said stream and following the meanders of the same about North 21 degrees West, 657 feet± to intersect the center line of an old abandoned road; thence with the center line of the same and with a line of fence, North 55 degrees 14 minutes East, 428.5 feet to the West side of the first mentioned Mt. Pleasant Ferry Road; thence with the West side of the same, South 41 degrees East, 628.5 feet to the place of beginning.

Containing 7.5 acres and being a portion of that part of the whole first mentioned tract lying West of the Mt. Pleasant Ferry Road and East of the stream.

According to a survey made of both parts in March, 1945 by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor.

PLAT ON NEXT PAGE.

PLAT.



Filed March 28" 1945.

EXHIBIT "E"

THIS IS TO GIVE NOTICE, That the subscriber has obtained from the Orphans' Court of Baltimore City letters of administration on the estate of WILLIAM M. GIBSON, late of said city, deceased. All persons having claims against said deceased are hereby warned to ex-

hibit the same, with the vouchers thereof legally authenticated, to the subscriber, on or before the 11th day of September, 1945; they may otherwise, by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 8th day of March, 1945.

ANNIE S. GIBSON, Administratrix

THE DAILY RECORD

Baltimore, Md., Mar. 30th, 1945.

We hereby certify that the annexed advertisement of Notice to Creditors, Estate of William M. Gibson, deceased, was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, on Mar. 9, 16, 23, 30, 1945, being once a week for four successive weeks.

First insertion Mar. 9th, 1945.

THE DAILY RECORD COMPANY,

Per A. W. Ritzel

Filed March 31" 1945.

PLAINTIFFS' EXHIBIT "F"

(No Stamps Required 11-4-44 Wm. J. McWilliams)

DEED.

THIS DEED, made this 31st day of October, 1944, by and between Annie Gibson, widow, of Baltimore City, Maryland, party of the first part, hereinafter called Grantor, and Milton A. Gibson and Maggie Elizabeth Gibson, his wife, of Anne Arundel County, Maryland, parties of the second part, hereinafter called Grantees.

WITNESSETH: That, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, release and quit-claim unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all of her right, title, interest and estate in and to the following three (3) parcels of land situate in the First Election District of Anne Arundel County, the first thereof containing 21.82 acres of land, more or less, and more particularly described in a deed from Thomas E. O'Neill and wife to Merton Gibson (Sometimes known as William N. Gibson), dated March 16, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 44 Folio 85; the second thereof containing 5 acres of land more or less, and which was conveyed to, Milton A. Gibson and William M. Gibson, by Benson Blake and wife, by deed date November 6, 1905, and recorded among the aforesaid Land Records in Liber G.W. No. 47, folio 82; the third thereof containing 7 acres of land, more or less, and which is more particularly described in a deed from William Bassford and wife to Milton A. Gibson and William M. Gibson, dated October 29, 1921, and recorded among the aforesaid Land Records in Liber W.N.W. No. 49, folio 209.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Milton A. Gibson and Maggie Elizabeth Gibson, his wife, as tenants by the entireties their heirs and assigns, in fee simple.

AND THE SAID Grantor hereby covenants that she will warrant spacially the property

hereby conveyed, and that she will execute such other and further assurances of the same as may from time to time be requisite.

WITNESS the hand and seal of the said Grantor.

Witness: Mary M. Auer. Annie Gibson (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SS:

I HEREBY CERTIFY, that on this 31st day of October, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Annie Gibson the Grantor herein, and acknowledged the foregoing Deed to be her act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Mary M. Auer, Notary Public

Recorded November 6, 1944, at 12:05 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 319, folio 274, one of the Land Record Books 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 27th day of February, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed March 28" 1945.

PLAINTIFFS' EXHIBIT "G"

DEED

THIS DEED, made this 31st day of October, 1944, by and between WILLIAM J. McWILLIAMS, party of the first part, hereinafter called Grantor, and Milton A. Gibson, and Maggie Elizabeth Gibson, his wife, parties of the second part hereinafter called Grantees, all of Anne Arundel County, Maryland.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, and for the purpose of executing the trust reposed in him by deed of even date herewith, from the said Milton A. Gibson and Maggie Elizabeth Gibson, his wife, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, the said Grantor does hereby grant and convey, unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all those three (3) parcels of land situate in the First Election District of Anne Arundel County, which were conveyed to the Grantor herein by the said Grantees herein, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Milton A. Gibson and Maggie Elizabeth Gibson, his wife, as tenants by the entireties their heirs and assigns, in fee simple.

WITNESS the hand and seal of the said Grantor.

WITNESS: Helen E. Tyler. William J. McWilliams (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SS:

I hereby Certify, That on this 31st day of October, 1944 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William J. McWilliams, Trustee, the Grantor herein, and acknowledged the foregoing deed to be his act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Helen E. Tyler, Notary Public.

Recorded November 6, 1944, 12:05 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 319, folio 276, one of the Land Record Books 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 27th day of February, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed March 28" 1945.

PETITION AND ORDER.

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Milton A. Gibson and Maggie Elizabeth Gibson, his wife, the Plaintiffs in the above entitled case, by William J. McWilliams, their Solicitor, respectfully represents unto your Honors:

1. That Agnes Gibson, the Defendant in the above entitled cause, is an infant under the age of Twenty-One (21) years.

2. That the said Agnes Gibson, the Defendant in said cause, has been duly returned summoned.

3. That the said Agnes Gibson, being an infant, cannot anwser and defend this suit for himself.

WHEREFORE, your Petitioners pray this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant.

And, as in duty bound, etc.

William J. McWilliams

Solicitor for the Plaintiffs

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL ss.

I HEREBY CERTIFY that, on this 27th day of April, 1945, before me, the subscriber, A Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MILTON A. GIBSON, one of the Plaintiffs in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Helen E. Tyler Notary Public

April 30" 1945.

ORDER.

Upon the foregoing Petition and Affidavit, it is this 30th day of April, 1945, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Carroll H. Albaugh

be, and he is hereby appointed Guardian ad Litem for Agnes Gibson, the infant Defendant in the above entitled case.

James Clark Judge

Filed April 30" 1945.

ANSWER OF GUARDIAN AD LITEM

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Agnes Gibson, an infant, by Carroll H. Albaugh, Guardian ad Litem, duly appointed by order of this Honorable Court, to the Bill of Complaint of Milton A. Gibson and Maggie Elizabeth Gibson, his wife, against her in this Honorable Court exhibited.

This Defendant, being an infant, cannot admit or deny any of the matters and things alleged in said Bill of Complaint, and submits her rights thereunder to the protection of this Honorable Court.

And, as in duty bound, etc.

Carroll H. Albaugh
Guardian ad Litem

Filed May 1st. 1945.

Milton A. Gibson, and wife, No. 8848 Equity.
vs. In The Circuit Court For
Agnes Gibson, an infant. Anne Arundel County.

Testimony and Exhibits on behalf of Plaintiff.

PRESENT:- Mr. William J. McWilliams, Solicitor for Plaintiff.
Mr. Carroll H. Albaugh, Solicitor for Defendant and Guardian-ad-Litem.
Mr. John S. Strahorn, Examiner.
Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Milton A. Gibson, --------- 2 to 5
Agnes Gibson, ---------- 6
Fred E. Voges, ---------- 7 to 9
Carl S. Thomas, ---------- 10 to __
Morris Albert, ---------- 11 to 13

Milton A. Gibson, the Plaintiff, being first duly sworn, deposes and says:-
(McWilliams.)

1. You are Milton A. Gibson, the Plaintiff in this cause?
A. Yes.
2. And Maggie Elizabeth Gibson, is your wife?
A. Yes.
3. What is your address?
A. West River, Anne Arundel County, Maryland.
4. Did you acquire a tract of land containing five acres, more or less, together with your brother, William M. Gibson on May 21st, 1923?
A. Yes.
5. Is the deed by which you acquired that the deed from Benson Blake and Mary E. Blake, his wife, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 71, folio 448?
A. Yes.

------Deed offered in evidence and filed as Exam. Exh. 1

6. Did you have that five acres re-surveyed by Mr. J. R. McCrone, Jr.?

A. Yes.

7. And is the first description filed with Plaintiff's Exhibit D the correct description of that tract?

A. Yes.

8. Did you also acquire together with your brother, William M. Gibson, a tract of land containing seven acres, more or less, from William Bassford and wife dated October 29th, 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 49, folio 209?

A. Yes.

9. Copy of which deed is filed herewith as Exhibit B and now filed with the Examiner as Exam. Exh. 2.

10. Did you have that piece of land re-surveyed by Mr. McCrone?

A. Yes.

11. Is that description the one appearing secondly in Plaintiff's Exhibit D?

A. Yes.

12. Did your brother, William M. Gibson (sometimes known as William Merton Gibson) acquire a 21.82 acres tract of land on March 16th, 1929 from Thomas E. O'Neill and Agnes O'Neill, his wife?

A. Yes.

13. Is that the same tract of land described in deed from Thomas E. O'Neill and wife dated March 16th, 1929 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 44, folio 85, copy of which is filed in this case marked Exhibit C?

A. Yes.

----Deed offered in evidence marked Exam. Exh. 3.

14. Did Mr. McCrone make a plat of the first two parcels of land which you have testified about, the 7 acre tract and the 5 acre piece?

A. Yes.

15. Is that the same Plat filed with the Bill as Exhibit D?

A. Yes.

-----Plat now offered and filed as Exam. Exh. 4

16. Your brother William M. Gibson died intestate January 24th, 1944 in Baltimore City did he not?

A. Yes.

17. Who did he leave surviving him?

A. He left me, Milton A. Gibson, his brother; his widow, Annie Gibson; and Agnes Gibson, a daughter of a deceased brother, Lee Gibson.

18. Did he leave any one else surviving him?

A. No.

19. Were his father and mother both deceased?

A. Yes.

20. Were there any other brothers and sisters?

A. Yes, but no other children came in.

21. How many other brothers and sisters were there?

A. Three brothers, Lee, Hilt and Elmer Gibson.

22. Is Elmer Gibson living?

A. Two dead, I am only one living.

23. Did Elmer Gibson and Hilt Gibson leave any children surviving them?

A. No.

24. Lee Gibson left a daughter, Agnes, surviving him, and she is the defendant in this case?

A. Yes.

25. How old is Agnes Gibson?

A. 18 years old.

26. Was Hilt Gibson married?

A. Yes.

27. Did his wife die before him?

A. No.

28. Is she still living?

A. I guess so, I never did see her.

29. What about Elmer Gibson?

A. He never married.

30. What was the name of Hilt's wife?

A. I cannot say because I don't know.

31. Both Elmer and Hilt pre-deceased your brother, William M. Gibson?

A. Yes, they died before he did.

32. Where was William M. Gibson's estate administered?

A. Baltimore City.

33. Did you by deed dated October 31st, 1944 recorded among the Land Records of Anne Arundel County in Liber J.H.H. 319, folio 274 acquire the right, title, and interest of Annie Gibson in the three parcels of property described in these proceedings?

A. Yes.

34. Did you acquire them in your name or in the name of yourself and wife?

A. In the name of myself and wife.

35. Is the deed by which you acquired the interest of Annie Gibson the same deed which is filed in these proceedings marked Exhibit F?

A. Yes.

----Offered and filed as Exam. Exh. 5

36. Have you had your interest in the property transferred to yourself and your wife as tenants by the entireties?

A. Yes.

37. Was this accomplished by deed dated October 31st, 1944, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319 Folio 276 from William J. McWilliams, Trustee, to yourself and wife, certified copy of which is filed in this case marked Exhibit G?

A. Yes.

----Offered and filed now as Exam. Exh. 6.

38. Who now owns the 5 acre tract?

A. Myself and my wife own a 7/8 interest as tenants by the entireties and Agnes Gibson owns a 1/8 interest.

39. Who now owns the 7 acre tract?

A. Myself and my wife own a 7/8 interest as tenants by the entireties and Agnes Gibson owns a 1/8 interest.

40. Who now owns the 21.82 acre tract?

A. Myself and my wife own a 3/4 interest as tenants by the entireties and Agnes Gibson owns a 1/4 interest.

41. Is the 5 acre tract improved?

A. No buildings on it.

42. Is the 7 acre tract improved?

A. It has a dwelling house and out buildings on it, but you can hardly call it a house.

43. Any improvements on the 21.82 acre tract?

A. Tobacco barn that's all.

44. Are all of these parcels of land susceptible of partition in kind without material loss and injury to the parties entitled to interests therein?

A. No.

45. In your opinion, is it to the interest and advantage of the infant defendant in this case that the property be sold and the proceeds divided amongst yourself and wife and Agnes Gibson?

A. Yes.

46. Who occupies the property at the present time?

A. I do.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

Milton A. Gibson

Agnes Gibson, a witness of lawful age, being first duly sworn, deposes and says:-

(McWilliams)

1. You are Agnes Gibson, the Defendant in this case?

A. Yes.

2. What is your address?

A. Bristol, Anne Arundel County, Md.

3. What relation to you was William M. Gibson who died January 24th, 1944?

A. My Uncle.

4. Is Milton A. Gibson, one of the Plaintiffs in this case also your Uncle?

A. Yes.

5. They were both brothers of your father, Lee Gibson?

A. Yes.

6. Is your father now living?

A. No.

7. Have you any brothers or sisters?

A. No.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

Agnes Gibson

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:- (McWilliams).

1. State your name, address and occupation?

A. Fred E. Voges, 221 Main st., Annapolis, Md.; Real estate broker.

2. Were you employed by the Plaintiffs in this case to make an appraisal of the three parcels of property mentioned in the Bill of Complaint?

A. I was.

3. Was any one else employed to act in this capacity with you?

A. Yes, Mr. Carl S. Thomas.

4. Have you inspected the property?

A. I have.

5. When did you inspect it?

A. This morning.

6. You are a Real Estate broker engaged in business in the City of Annapolis and Anne Arundel County?

A. That's right.

7. For how long a period have you been so engaged?

A. 12 years.

8. Do you know the fair market value of property situate in the 1st Election District of this county in the vicinity of West River?

A. Yes.

9. Can you state what, in your opinion, is the fair market value of the parcel mentioned in the Bill of Complaint herein?

A. Yes.

10. With respect to the five acre tract just describe briefly the nature of the property?

A. This is a parcel of ground containing 5.9 acres more or less fronting on the Solomon's Island Road and unimproved.

11. What, in your opinion, is a fair market value of this particular piece of property?

A. My opinion is $300.

12. Have you examined the 7 acre tract?

A. I have.

13. Describe briefly the 7 acre tract?

A. This is a parcel of ground containing 7.5 acres, more or less, fronting on the Mt. Pleasant Ferry Road improved by a two story frame dwelling in very poor condition, and 5 outbuildings.

14. What, in your opinion, is the fair market value of the 7 acre tract?

A. The fair market value of this tract, in my opinion, is $2,000.

15. Have you inspected the 21.82 acre tract?

A. I have.

16. Describe briefly the nature of that piece of property?

A. This is a parcel of ground 21.82 acres of land, more or less, fronting on Mt. Pleasant Ferry Road and improved by a tobacco barn.

17. What, in your opinion, is a fair market value of this tract?

A. In my opinion would be $1400.

18. In your opinion can either, or all of these three parcels of land be divided in kind without loss or injury to the parties entitled to an interest therein?
A. In my opinion they could not be.
19. In your opinion, do you think it would be to the best interest of all concerned to sell the properties and divide the proceeds?

A. I do.

20. Do you think it would be to the best interest of the infant defendant to have such a sale made?

A. I do.

21. Did Mr. Carl S. Thomas accompany you while this appraisal was being made?

A. He did.

22. Which, in your opinion, would be the most desirable way to sell, the five acre tract and seven acre tract together or separately?

A. I would say together would be most advantageous.

To the general question under the rule the witness says:-

A. No.

Fred E. Voges.

Carl S. Thomas, a witness of lawful age, being first duly sworn, deposes and says:-
(McWilliams)

1. State your name, address and occupation?

A. Carl S. Thomas, Main st., Annapolis, Md., Real Estate Broker.

2. How long have you been engaged in the real estate business in Anne Arundel County?

A. About six years.

3. Are you familiar with the fair market value of property in the vicinity of West River?

A. Yes.

4. Did you accompany Mr. Voges when his appraisal was made?

A. Yes.

5. Did you make the same inspection and examination of the property that he did?

A. Yes.

6. Are the values arrived at by you in any way different from those arrived at by him?

A. No, our values were the same for each of the three parcels of land.

7. Can these parcels, in your opinion, be divided in kind amongst the parties without loss or injury?

A. No, they cannot be divided.

8. Are you of the opinion they should be sold and the proceeds divided?

A. Yes.

9. Can the five acre tract and seven acre tract be sold separately?

A. Yes.

10. Could they be sold together?

A. Yes.

11. Which, in your opinion, would be the most advantageous method of selling those two separately or together?

A. Together. No Cross Examination.

To the general question under the rule the witness says:-

A. No.

Carl S. Thomas.

Morris Albert, a witness of lawful age, being first duly sworn, says:-
(McWilliams.)

1. State your name and residence?

A. Morris Albert, Baltimore, Md.

2. You are a member of the Bar?

A. Yes.

3. I believe the greater part of your practive is devoted to the examination of titles to land?

A. That's right.

4. Have you examined the title to the three tracts of land described in this Bill of Complaint?

A. I have.

5. Have you examined the records of the Orphans Court of Baltimore City with particular reference to William M. Gibson?

A. I have.

6. What do the records of the Orphans court of Baltimore city show with respect to the date of the death of William M. Gibson?

A. According to the Estate Docket of the Orphans Court of Baltimore City William Merton Gibson died January 25th, 1944.

7. What does the record show with reference to whether he died testate or intestate?

A. He died intestate.

8. To whom were Letters of Administration issued?

A. Letters were granted to Annie S. Gibson administratrix.

9. Has the administration of the estate been completed?

A. As of the date I examined this title, October 17th, 1944, the estate had been settled, eith the exception of having issued Notice to Creditors.

10. I hand you Plaintiff's Exhibit E now offered and filed
-----as Exam. Exh. 7 and ask you to identify that?

A. This is a Certificate of the Publication of Notice to Creditors issued by The Daily Record a daily newspaper published in Baltimore City, in the estate of William Merton Gibson, deceased.

11. When was this Notice to Creditoes given?

A. According to the Certificate of Publication notice to creditors was given on March 8th, 1945, it expires September 11th, 1945.

12. On the basis of your examination of the Land Records and the records of the Orphans Court of Anne Arundel County and Baltimore City, in whom do you find the three parcels mentioned herein to be vested?

A. The title to the 5 acre tract is vested in Milton A. Gibson and Maggie E. Gibson his wife as to an undivided 7/8 interest therein, and in Agnes Gibson as to the remaining 1/8 interest therein.

The 7 acre tract is vested in the same proportions as the five acre tract, in the same parties.

The title to the 21.82 acre tract is vested in Milton A. Gibson and Maggie E. Gibson,

his wife as to 3/4 interest therein and in Agnes Gibson as to the remaining 1/4 interest.

13. Without referring to the various deeds state briefly the devolution of the title of the 5 acre piece?

A. William Merton Gibson and Milton A. Gibson acquired title to the 5 acre tract by deed from Benson Blake and wife dated May 21st, 1923, which deed is filed herein as Exam. Exh. No. 1. William M. Gibson died January 25th, 1944 leaving surviving him a widow, Annie S. Gibson; Milton A. Gibson, a brother and Agnes Gibson a Niece who was the daughter of a deceased brother, Lee Gibson. At this point Annie S. Gibson is vested with 2/8 interest, Milton A. Gibson is vested with 5/8 and Agnes with 1/8 interest and subsequently Annie S. Gibson conveyed her 2/8 interest to Milton A. Gibson and wife, as shown by Exam. Exh. No. 5 filed herewith.

14. With respect to the seven acre tract does the same devolution acquire?

A. The same devolution as in the 5 acre tract.

15. What about the 21.82 tract?

A. This tract was acquired by William M. Gibson, or Merton Gibson, by deed from Thomas O'Neill and wife by deed dated March 26th, 1929, as per Exhibit C or Exam. Exh. 3. The same applies to this tract as in the other two, except, however, the interests are different. By virtue of the death of Merton or William M. Gibson, Annie S. Gibson acquired an undivided 1/2 interest in said property and Milton A. Gibson, a brother a 1/4 interest and Agnes Gibson, a Niece of the said deceased William M. Gibson, acquired a 1/4 interest in the same. Annie S. Gibson, the widow, has since conveyed her one-half interest in the said property to Milton A. Gibson.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

Morris Albert

There being no other witnesses to be examined on behalf of the Plaintiffs, and no further testimony desired on their behalf at this time, this testimony is now closed, and, at request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 22nd day of May, 1945.

Jno. S. Strahorn (SEAL)

Examiner.

Filed May 22" 1945.

DECREE June 6, 1945.

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon, this 6th day of June, 1945, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the property mentioned in the proceedings be sold; that William J. McWilliams be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceeding shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Four Thousand ($4,000.00) 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 said sale, having given at least three (3) weeks notice by advertisement inserted in such weekly newspaper published in Anne Arundel County as he shall think proper of the time, place, manner and terms of sale which terms shall be all cash, and as soon as may be convenient after said sale or sales, said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, 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 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.

Ridgely P. Melvin Judge

Filed June 6" 1945.

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT WE William J. McWilliams as principal, and the GLENN FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N.Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND AND NO/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each or our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this twenty-eighth day of May in the year nineteen hundred and forty-five

WHEREAS, the above bounden WILLIAM J. McWILLIAMS by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, has been appointed trustee to sell real estate mentioned in the proceedings in the case of Milton A. Gibson and Maggie Elizabeth Gibson, his wife, vs. Agnes Gibson, an infant now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden WILLIAM J. McWILLIAMS 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 William J. McWilliams (SEAL)

in the presence of (CORPORATE SEAL) GLENS FALLS INDEMNITY COMPANY

Helen E. Tyler By Fred E. Voges Attorney-in-fact.

Helen E. Tyler

Filed June 6th., 1945.

TRUSTEE'S REPORT OF SALE.

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William J. McWilliams, Trustee, appointed by a decree of this Court passed in the above entitled cause, dated the 6th day of June, 1945, to make sale

of certain real estate therein mentioned, respectfully shows:

1. That, after giving bond with security for the faithful performance of his trust, and after having complied with all other prerequisites, as required by law and the said decree, and after having given due notice of the time, place, manner and terms of sale by advertisement in "The Maryland Gazette", a newspaper printed and published in Anne Arundel County, for at least three (3) successive weeks before the day of sale, the said William J. McWilliams, Trustee as aforesaid, pursuant to said notice, did on Tuesday, June 26, 1945, at 12:00 o'clock, Noon, at the Court House door in the City of Annapolis, Maryland, offer the property hereinafter described for sale at public auction; and the said William J. McWilliams, Trustee as aforesaid, then and there sold the property to Milton A. Gibson and Maggie Elizabeth Gibson, his wife, for the sum of Three Hundred ($300.00) Dollars for the parcel of land firstly described herein, said parcel of land being unimproved, Seventeen Hundred ($1700.00) Dollars for the parcel of land secondly described herein, said parcel of land being improved by a two-story frame dwelling and five (5) outbuildings, and Thirteen Hundred ($1300.00) Dollars for the parcel of land thirdly described herein, said parcel of land being improved by a tobacco barn, they being at those figures the highest bidders therefor, the said property consisting of three (3) parcels of land described as follows:

BEGINNING for the first thereof at a stone set at the Southeasternmost corner of the 1 acre tract of land conveyed by Blake to Parker and intended to be described in a deed recorded in the Land Records of Anne Arundel County in Liber W.N.W. No. 141, Folio 417; thence, with the East and North outlines of this 1 acre tract and with a line of fence, North 37 degrees 05 minutes West, 293 feet, and South 51 degrees 11 minutes West, 109 feet to the East side of the State Road known as the Solomons Island Road; thence, with the East side of said Solomons Island Road, North 19 degrees 28 minutes West, 121 feet, and North 36 degrees 09 minutes West, 271 feet; thence, leaving said road and running down the center of an old abandoned road and with a line of fence, North 55 degrees 14 minutes East, 480 feet to the center line of a stream; thence, running with the bed of said stream and following the meanders of the same, about South 21 degrees East, 657 feet, more or less, to intersect a fence line which is the Southeasternmost boundary of the property herein described; thence, with said fence line, South 52 degrees 27 minutes West, 325 feet to the place of beginning; containing 5.9 acres, and being the extreme Southwesternmost portion of the whole tract of land intended to be described in a deed filed in the Land Records of Anne Arundel County in Liber W.N.W. No. 25, Folio 214, and as surveyed by evidence found in the field at the time of making the survey.

BEGINNING for the second thereof at a point on the West side of the Mt. Pleasant Ferry Road where the West side of said road is intersected by what is intended to be the Southeasternmost outline of the whole tract of land described in a deed filed in the Land Records of Anne Arundel County in Liber W.N.W. No. 25, Folio 214; thence, continuing with said outline and with a line of fence, South 52 degrees 27 minutes West, 566 feet to the center line of a stream; thence, with the center line of said stream and following the meanders of the same, about North 21 degrees West, 657 feet to intersect the center line of an old abandoned road; thence, with the center line of the same and

with a line of fence, North 55 degrees 14 minutes East, 428.5 feet to the West side of the first mentioned Mt. Pleasant Ferry Road; thence, with the West side of the same, South 41 degrees East, 628.5 feet to the place of beginning; containing 7.5 acres, and being a portion of that part of the whole first mentioned tract lying West of the Mt. Pleasant Ferry Road and East of the stream; according to a survey made of both parts in March, 1945, by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor.

THE THIRD parcel of land consisting of a tract containing 21.82 acres of land, more or less, being more particularly described in a deed from Thomas E. O'Neill and wife to Merton Gibson, dated March 16, 1929, and recorded in Liber F.S.R. No. 44, folio 85.

BEING the same property which was conveyed to Milton A. Gibson and Maggie Elizabeth Gibson, his wife, by William J. McWilliams, Trustee, by deed dated October 31, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319, Folio 276.

2. And the said Trustee further reports that he has received from the purchasers the deposit of One Hundred and Seventy-Five ($175.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

TERMS OF SALE: A deposit of One Hundred ($100.00) Dollars will be required of the purchaser of the parcels firstly and secondly described, and a deposit of Seventy-five ($75.00) Dollars will be required of the purchaser of the parcel thirdly described, at the time of sale, the balance of the purchase money to be paid in cash, with interest at the rate of six (6%) per centum per annum from the day of sale, upon final ratification of said sale by the Circuit Court for Anne Arundel County. Taxes and all other public charges of every kind and nature will be adjusted to the date of sale at the Court House door.

Respectfully submitted,

William J. McWilliams, Trustee

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL ss.

I HEREBY CERTIFY that, on this 28th day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared WILLIAM J. MCWILLIAMS, Trustee, and made oath in due form of law that the matters and facts stated 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.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Helen E. Tyler Notary Public.

ADVERTISEMENT OF SALE.

McWILLIAMS, DUCKETT & HALEY Solicitors Annapolis, Maryland

TRUSTEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY Situate in the First Election District of Anne Arundel County, Maryland, near Owensville.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, No. 8848 Equity, the undersigned, as Trustee, will sell at public auction at the Court House door, in the City of Annapolis, Anne Arundel County, Maryland, on Tuesday, June 26, 1945 at 12:00 o'clock, Noon the following three (3) parcels of land:

Beginning for the first thereof at a stone set at the southeasternmost corner of the

1-acre tract of land conveyed by Blake to Parker and intended to be described in a deed recorded in the Land Records of Anne Arundel County in Liber W.N.W., No. 141, folio 417, thence with the east and north outlines of this 1-acre tract and with a line of fence, north 37 degrees 5 minutes west, 293 feet, and south 51 degrees 11 minutes west, 109 feet to the east side of the State Road known as the Solomons Island Road; thence with the east side of said Solomons Island Road north 19 degrees 28 minutes west 121 feet, and north 36 degrees 9 minutes west 271 feet; thence leaving said road and running down the center of an old abandoned road and with a line of fence, north 55 degrees 14 minutes east 480 feet to the center line of a stream; thence running with the bed of said stream and following the meanders of the same, about south 21 degrees east 657 feet, more or less to intersect a fence line which is the southeasternmost boundary of the property herein described; thence with said fence line south 52 degrees 27 minutes west 325 feet to the place of beginning; containing 5.9 acres, and being the extreme southernmost portion of the whole tract of land intended to be described in a deed filed in the Land Records of Anne Arundel County in Liber W.N.W. No. 25, folio 214, and as surveyed by evidence found in the field at the time of making the survey.

Beginning for the second thereof at a point on the west side of the Mt. Pleasant Ferry Road where the west side of said road is intersected by what is intended to be the southeasternmost outline of the whole tract of land described in a deed filed in the Land Records of Anne Arundel County in Liber W.N.W. No. 25, folio 214; thence continuing with said outline and with a line of fence south 52 degrees 27 minutes west 566 feet to the center line of a stream; thence with the center line of said stream and following the meanders of the same about north 21 degrees west 657 feet to intersect the center line of an old abandoned road; thence with the center line of the same and with a line of fence, north 55 degrees 14 minutes east 428.5 feet to the west side of the first mentioned Mt. Pleasant Ferry Road; thence with the west side of the same south 41 degrees east 628.5 feet to the place of beginning; containing 7.5 acres, and being a portion of that part of the whole first mentioned tract lying west of the Mt. Pleasant Ferry Road and east of the stream, according to a survey made of both parts in March, 1945, by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor.

The parcel firstly described is unimproved. The parcel secondly described is improved by a two-story frame dwelling and five (5) outbuildings. Both parcels will be sold together.

The third parcel consists of a tract containing 21.82 acres of land, more or less, and is more particularly described in a deed from Thos. E. O'Neill and wife to Merton Gibson, dated March 16, 1929, and recorded in Liber F.S.R. No. 44, folio 85. This parcel is improved by a tobacco barn.

TERMS OF SALE: A deposit of one hundred ($100.00) dollars will be required of the purchaser of the parcels firstly and secondly described, and a deposit of seventy-five ($75.00) dollars will be required of the purchaser of the parcel thirdly described, at the time of sale, the balance of the purchase money to be paid in cash, with interest at the rate of six per centum (6%) per annum from the day of sale, upon final ratification of said sale by the Circuit Court for Anne Arundel County. Taxes and all other

public charges of every kind and nature will be adjusted to the date of sale at the Court House door.

For further particulars apply to

WILLIAM J. McWILLIAMS, Trustee,

Church Circle, Annapolis, Md.

AUCTIONEER'S AND PURCHASER'S CERTIFICATE.

I hereby certify that I have this 26th day of June, 1945, sold the property firstly described herein to Milton A. Gibson and Maggie Elizabeth Gibson, his wife at and for the sum of Three Hundred ($300.00) Dollars they being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

W. B. Elliott Auctioneer

We, Milton A. Gibson and Maggie Elizabeth Gibson hereby certify that I have this 26th day of June, 1945, purchased the property FIRSTLY described herein from William J. McWilliams, Trustee, at and for the sum of Three Hundred ($300.00) Dollars and we hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Milton A. Gibson _____

Maggie E. Gibson (SEAL)

Filed June 29" 1945.

I hereby certify that I have this 26th day of June, 1945, sold the property secondly described herein to Milton A. Gibson and Maggie Elizabeth Gibson, his wife at and for the sum of Seventeen Hundred ($1700.00) Dollars they being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

W. B. Elliott Auctioneer

We, Milton A. Gibson and Maggie Elizabeth Gibson hereby certify that I have this 26th day of June, 1945, purchased the property secondly described herein from William J. McWilliams, Trustee, at and for the sum of Seventeen Hundred ($1700.00) Dollars and we hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Milton A. Gibson _____

Maggie E. Gibson (SEAL)

Filed June 29" 1945.

I hereby certify that I have this 26th day of June, 1945, sold the property thirdly described herein to Milton A. Gibson and Maggie Elizabeth Gibson, his wife at and for the sum of Thirteen Hundred ($1300.00) Dollars they being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

W. B. Elliott Auctioneer

We, Milton A. Gibson and Maggie Elizabeth Gibson hereby certify that I have this 26th day of June, 1945, purchased the property thirdly described herein from William J. McWilliams, Trustee, at and for the sum of Thirteen Hundred ($1300.00) Dollars and we hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Milton A. Gibson _____

Maggie E. Gibson (SEAL)

Filed June 29" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 30, 1945.

We hereby certify, that the annexed Trustee's Sale - Blake to Parker - was published in

Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of June, 1945. The first insertion being made the 7th day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By D. Hart

Filed July 31st 1945.

ORDER NISI.

Ordered, this 29" day of June, 1945, That the sale of the property mentioned in these proceedings made and reported by William J. McWilliams Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of July next.

The report states that the amount of sales to be $3300.00

John H. Hopkins, 3rd., Clerk

Filed June 29" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., July 30, 1945.

We hereby certify, that the annexed Order Nisi - Milton A. Gibson & Maggie Elizabeth Gibson was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of July, 1945. The first insertion being made the 5th day of July, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By D. Hart

Filed July 31st. 1945.

ORDERED BY THE COURT, This first day of August, 1945, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed Aug. 1" 1945.

Milton A. Gibson and Wife No. 8848 Equity
VS. In The Circuit Court For
Agnes Gibson, an Infant Anne Arundel County

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account.

August 18, 1945.

All of which is respectfully submitted,

Laura R. Jickling Auditor

Dr. Milton A. Gibson and Wife vs. Agnes Gibson, an infant. in ac. with William J. McWilliams, Trustee

To Trustee for Commissions (first sale)	$21.00	
To Trustee for Commissions (second sale)	83.50	
To Trustee for Commissions (third sale)	69.50	$174.00

To Trustee for Court costs, viz:

Plaintiff's Solicitor's appearance fee	$ 10.00	$
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - costs	29.75	
Jos. H. Griscom - Sheriff's costs	1.50	
Auditor - stating this account	18.00	69.25

To Trustee for Expenses, viz:

Capital-Gazette Press - advertising sale	48.00	
Capital-Gazette Press - handbills	6.50	
Capital-Gazette Press - Order Nisi (sale)	5.00	
Capital-Gazette Press - " " (this acct.)	5.00	
The Daily Record - notice to creditors	7.00	
Glens Falls Indemnity Co. - bond premium	16.00	
Wm. B. Elliott - auctioneer's fee	15.00	
J. R. McCrone, Jr. - survey, plat, etc.	53.00	
Fred E. Voges - appraiser's fee	15.00	
Carl S. Thomas - " "	15.00	
Carroll H. Albaugh - guardian ad litem	4.00	
John S. Strahorn - examiner's fee	8.00	
Juliet D. Strahorn - stenographer	6.00	
Clerk of Court - certified copies	7.50	
Wm. J. McWilliams - copies of plats	.33	
Helen E. Tyler - notary fees	1.75	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.65	
Clerk of Court - Court costs in #4412 Equity	22.15	238.81

BALANCE FOR DISTRIBUTION - $2,817.94

Distributed as follows:

Proceeds Sale of Tracts #1 and #2		2,000.00
Less:		
Trustee's Comm. -	$ 104.50	
20/33% total expense of Sale ($308.06)	186.70	
	$1708.80	
To Milton A. Gibson and Maggie Elizabeth Gibson, his wife, - seven-eighths		$1,495.20
Less: $7\frac{1}{2}$% collateral inheritance tax on one-eighth interest inherited from Wm. M. Gibson ($213.60)		16.02
		1,479.18
To Agnes Gibson - one-eighth		$213.60
Less: $7\frac{1}{2}$% collateral inheritance tax		16.02
		197.58

Proceeds Sale of Tract #3	$1,300.00		
Less: Trustee's Comm. - $69.50 13/33% total expense of Sale ($308.06) 121.36	190.86		
	$1,109.14		
To Milton A. Gibson and Maggie Elizabeth Gibson, his wife, - three-fourths	$ 831.86		
Less: 7½% collateral inheritance tax on one -fourth interest inherited from Wm.M.Gibson ($277.28)	20.80	$ 811.06	$
To Agnes Gibson - one-fourth	$- 277.28		
Less: 7½% collateral inheritance tax on one-fourth interest inherited from Wm. M. Gibson	20.80	256.48	
To R. Glenn Prout, Register of Wills - 7½% collateral inheritance tax on above distribution as follows:			
On one-eighth interest in Tracts No. 1 and 2, distributed to Milton A. Gibson	16.02		
On one-eighth interest in Tracts No. 1 and 2, distributed to Agnes Gibson	16.02		
On one-fourth interest in Tracts No. 3 distributed to Milton A. Gibson	20.80		
On one-fourth interest in Tract No. 3 distributed to Agnes Gibson	20.80	73.64	2,817.94
			3,300.00

Cr. June 26, 1945	Proceeds of Sale Tract No. 1 (5.9 acres)	300.00	
	Proceeds of Sale Tract #2 (7.5 acres)	1,700.00	
	Proceeds of Sale Tract #3 (21.82 ")	1,300.00	3,300.00
			3,300.00

ORDER NISI.

ORDERED, This 20th day of August, 1945, 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 27th 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 27th day of September next.

John H. Hopkins, 3rd., Clerk.

Filed August 20, 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., September, 1945.

We hereby certify, that the annexed Order Nisi - Aud. Acct. Milton A. Gibson was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of September, 1945. The first insertion being made the 21st day of August, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed Oct. 30" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of November, 1945, 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.

James Clark

Filed November 1" 1945.

In The Matter of the Sale of the Mort- : No. 8849 Equity
gaged Real Estate of Frederick L. Odell and: In The Circuit Court For
Virginia A. Odell, his wife : Anne Arundel County

Mr. Clerk:

Please docket this case and file mortgage and statement of mortgage debt.

George E. Rullman

Attorney named in mortgage.

Filed April 4" 1945.

MORTGAGE

(MD. STATE STAMP $.20) Purchase money as to $590.00

THIS MORTGAGE, Made this ninth day of August, in the year nineteen hundred and forty-four (1944), by and between Frederick L. Odell and Virginia A. Odell, his wife, parties of the first part, hereinafter called Mortgagors, and T. Carroll Worthington and Lucille T. Worthington, his wife, parties of the second part, hereinafter called Mortgagees, all of Anne Arundel County, State of Maryland, Witnesseth:-

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagees in the full and just sum of EIGHT HUNDRED AND FIFTY DOLLARS ($850.00), being the balance due on the purchase price of the hereinafter described property, and as evidence of said indebtedness have passed to the said Mortgagees their joint promissory note of even date herewith in the amount of $850.00, with interest thereon at the rate of six per cent per annum; said note to be payable not less than Twenty-five Dollars ($25.00) monthly, which payment shall first be applied to interest on unpaid balance, and the remainder then applied on

account of the principal debt, until the whole debt secured hereby is paid and satisfied in full; and

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any all renewals thereof, or substitute therefor, at the time limited for the payment of the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:- That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the parties of the second part, to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their heirs and assigns,

ALL those lots or parcels of ground located in the First Election District of Anne Arundel County, Maryland, and more particularly described as Lots Nos. 4070, 4071, 4072, 4073, and 4074, as shown on a Plat entitled "Second Map of Woodland Beach", duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No. 11.

BEING the identical property which was conveyed to the said Mortgagors, by the said Mortgagees, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs, and assigns forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred Fifty and 00/100 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, their heirs and 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, 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 in any part 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 Mortgagees, their heirs, personal representatives or assigns, or George E. Rullman 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 heirs, 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 heirs, 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 heirs, 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 hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making the 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 Mortgagees, their heirs, personal representatives or assigns or George E. Rullman, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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 in some good company satisfactory to the said Mortgagees, their heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred Fifty Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagees, their heirs, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Granville Lee Meredith — Frederick L. O Dell (SEAL)

Recorded Aug. 9, 1944 at 11:10 A.M. in Liber J.H.H. No. 313, Folio 146, etc., Land Records of A.A.Co. — Virginia A. O Dell (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this Ninth Day of August, in the year nineteen hundred and

forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. Odell and Virginia A. Odell, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared T. Carroll Worthington, one of the 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.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Granville Lee Meredith, Notary Public.

Note.

$850.00 August 9th 1944

We promise to pay to the order of T. CARROLL WORTHINGTON and LUCILLE T. WORTHINGTON, his wife Eight Hundred and Fifty and 00/100 Dollars

Payable not less than $25.00 monthly, including interest at 6% per annum on unpaid balance until whole debt secured herewith is paid and satisfied in full.

Value received, Frederick L. ODell

Virginia A. ODell

Secured by Mortgage of Even Date

Filed April 4" 1945.

STATEMENT OF MORTGAGE DEBT.

Frederick L. Odell
Virginia A. Odell, Annapolis, Maryland, April 4, 1945

To T. Carroll Worthington, Dr.

To balance due on mortgage loan	$750.00
To interest to day of sale	67.50
	$817.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this __ day of April, 1945, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. Carroll Worthington, mortgagee, and made oath in due form or law that the above statement is correct.

Witness my hand and Notarial Seal,

(NOTARIAL SEAL) Ruby W. Chaney Notary Public

Filed April 4" 1945.

ATTORNEY'S BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, Maryland, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and no/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this ninth day of April, in the year of our Lord 1945

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a

mortgage from Frederick L. Odell and Virginia A. Odell to Carroll T. Worthington and Lucille T. Worthington, wf. bearing date the ninth day of August, 1944 and recorded among the Land records of Anne Arundel County in Liber J.H.H. No. 313 Folio 146 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, sealed and delivered — George E. Rullman (SEAL)

in the Presence of — (CORPORATE SEAL) NATIONAL SURETY CORPORATION

Florence Lewis — By Wm. M. Murphy

As to Surety — Attorney-in-fact.

Rose M. Bausch

Filed April 11th. 1945.

Affidavit as to Military Services of Mortgagors

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October, 1940 and Soldiers and Sailors Civil Relief Act Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of T. Carroll Worthington and Lucille T. Worthington, his wife, the plaintiffs in the above entitled cause and makes this affidavit on their behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiffs careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendants are not on active duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

George E. Rullman

Attorney and Agent. Affiant

SUBSCRIBED AND SWORN TO before me this twentieth day of April, 1945.
(NOTARIAL SEAL) Ruby W. Chaney Notary Public

Filed May 9" 1945.

In the Matter of the Sale of the Mortgaged Real Estate of Frederick L. Odell and Virginia A. Odell, his wife.

No. 8849 Equity
In The Circuit Court For
Anne Arundel County.

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, the Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Frederick L. Odell and Virginia A. Odell, his wife, dated the 9th of August, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313 folio 146, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, the Attorney named in said mortgage, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and else where, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, May 8th, 1945, at eleven o'clock A.M., and then and there sold the said property to T. Carroll Worthington and Lucille T. Worthington, his wife, at and for the sum of Eleven Hundred and Fifty Dollars ($1150.00), they being then and there the highest bidders therefor, which property is as follows:

All those lots or parcels of ground located in the First Election District of Anne Arundel County, Maryland, and more particularly described as Lots Nos. 4070, 4071, 4072, 4073 and 4074, as shown on a plat entitled "Second Map of Woodland Beach", and duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No. 11. Being the identical property which was conveyed to the said Frederick L. Odell and Virginia A. Odell, his wife, by T. Carroll Worthington and wife, by deed dated August 8, 1944, and recorded among the aforesaid Land Records in Liber J.H.H. No. 313 folio 145.

The above described lots are improved by a frame bungalow and outbuildings,

And the said Attorney further reports that he has received from the said purchasers the deposit as required by the terms of said sale, and has also received the purchasers' agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser or purchasers on the day of sale and the balance of the purchase money with interest thereon at the rate of six per cent. per annum to be paid in cash upon final ratification of sale. Taxes and all other charges to be adjusted to the day of sale.

Respectfully submitted.

George E. Rullman

Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this eighth day of May, 1945, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally ap-

peared George E. Rullman, Attorney, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal,

(NOTARIAL SEAL) Ruby W. Chaney Notary Public.

ADVERTISEMENT OF SALE.

GEORGE W. SCIBLE, AUCTIONEER ATTORNEY'S SALE OF VALUABLE RESIDENCE PROPERTY Located at Woodlawn Beach, in the First Election District of Anne Arundel County, Md.

By virtue of a power of sale contained in a mortgage from Frederick L. Odell and Virginia A. Odell, his wife, dated August 9, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, folio 146, the undersigned as attorney named in said mortgage to make sale of the property herein described, default having occurred thereunder, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on Tuesday, May 8, 1945 at 11:00 o'clock A. M. the following described property; namely:

All those lots or parcels of land located in the First Election District of Anne Arundel County, Maryland, and more particularly described as lots Nos. 4070, 4071, 4072, 4073 and 4074, as shown on a plat entitled "Second map of Woodlawn Beach", and duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No.11. Being the identical property which was conveyed to the said Frederick L. Odell and Virginia A. Odell, his wife, by T. Carroll Worthington and wife by deed dated August 8, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, folio 145.

The above described lots are improved by frame bungalow and outbuildings.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser or purchasers on the day of sale and the balance of the purchase money with interest thereon at the rate of six per cent per annum to be paid in cash upon final ratification of sale. Taxes and all other charges to be adjusted as to day of sale.

George E. Rullman, Attorney,
Lee Bldg., Annapolis, Md.

AUCTIONEER'S CERTIFICATE.

Annapolis, Maryland, May 8, 1945.

I Hereby Certify that I have this 8th day of May, 1945, sold the within described property to T. Carroll Worthington and Lucille T. Worthington, his wife, at and for the sum of Eleven Hundred and Fifty Dollars ($1150.00), they being at that figure the highest bidders therefor, and I further certify that the sale was fairly made.

George W. Scible, Auctioneer.

Purchasers' Agreement.

We hereby certify that we have this 8th day of May, 1945, purchased the within described property from George E. Rullman, Attorney, at and for the sum of $1150.00, and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness: T. Carroll Worthington (SEAL)

Ruby W. Chaney Lucille T. Worthington (SEAL)

Filed May 9" 1945.

ORDER NISI.

ORDERED this 9th day of May, 1945, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of June, 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 11th day of June next.

The report states the amount of sales to be Eleven Hundred and Fifty Dollars (1150.00).

John H. Hopkins, 3rd., Clerk.

Filed May 9" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., June 12, 1945.

We hereby certify, that the annexed Order Nisi - Sale -Equity #8849 -Frederick L. O'Dell was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of June 1945. The first insertion being made the 10 day of May, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed June 13" 1945.

ORDERED by the Court this 14th day of June, 1945, 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 the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed June 14" 1945.

AUDITOR'S REPORT AND ACCOUNT.

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 he has stated the within account.

June 21, 1945.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frederick L. Odell and Virginia A. Odell, his wife in ac. with George E. Rullman, Attorney named in Mortgage.

To Attorney for Fee	$ 50.00	
To Attorney for Commission	64.00	$ 114.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor - stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	22.50	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order nisi on report of sale	5.00	

To Capital-Gazette Press - Order nisi on auditor's acct.	$ 5.00	$
National Surety Co. - premium on bond	10.00	
George W. Scible - auctioneer	11.00	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.60	
Ruby W. Chaney - Notary fees	1.50	61.93
To Attorney for Taxes, viz:		
1945 State and County taxes ($11.85-adj.)		4.19
To T. Carroll Worthington and Lucille T. Worthington, his wife, mortgagees - in full for mortgage claim filed		817.50
To Frederick L. Odell and Virginia A. Odell, his wife, mortgagors - this balance		114.63
		1,150.00
Cr. May 8, 1945 Proceeds of Sale		$1150.00

ORDER NISI.

ORDERED, THIS 23rd day of June, 1945, 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 25th 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 25th day of July next.

John H. Hopkins, 3rd., Clerk.

Filed June 23" 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., July 13, 1945.

We hereby certify, that the annexed Order Nisi - Aud. Acct. Frederick L. O'Dell, and wife, was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of July, 1945. The first insertion being made the 28th day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart.

Filed July 26" 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26 day of July, 1945, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Ridgely P. Melvin C.J.

Filed July 26" 1945.

GEORGE L. STORM and KATE BLAKELEY STORM,	:	No. 8853 Equity.
his wife (717 S. Veitch St. Arlington, Va.	:	
VS.	:	In The Circuit Court
LYNWOOD M. RICE and IRENE H. RICE, his	:	for
wife (Guess Rd., Durham, N.C.) and EARL	:	
LEROY LOWE (Washington, D.C.)	:	Anne Arundel County.

BILL OF COMPLAINT and ORDER OF PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That they are the owners in fee simple of two lots of ground and improvements erected thereon, consisting of a one-story, frame bungalow, situated in the First Election District of Anne Arundel County, Maryland, and described as Lots Nos. 5422 and 5423 of Woodland Beach, acquired from Robert M. Carrico by deed dated September 9, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152, folio 493, the original deed of which is filed herewith as "Complainants' Exhibit A."

SECOND: That on the 22nd day of July, 1943, your orators executed a contract for the sale of said property with Lynwood M. Rice and Irene H. Rice, his wife, two of the respondents herein, which said contract is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 446, for the price of $1,550.00, of which $460.00 was paid at the time of its execution, the balance to be liquidated in monthly installments as therein set forth until the said purchase price, together with interest and other expenses, was paid, all as will appear by reference to the aforesaid contract a certified copy of which is filed herewith as "Complainants' Exhibit B."

THIRD: That subsequently, on September 9, 1943, the said Lynwood M. Rice and wife, without the knowledge or consent of your orators, assigned their interest in said contract to Earl Leroy Lowe, who immediately went into possession of the property, which said assignment is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 446, a certified copy of which is filed herewith and marked "Complainants' Exhibit C."

FOURTH: That no further payments were made by either of the said respondents to your orators, in spite of their repeated demands upon the said Lynwood M. Rice and wife for the fulfillment of the terms of their contract and of their notice to the said Earl Leroy Lowe of said default.

FIFTH: That legal notice was thereupon served on the said Lynwood M. Rice and Irene H. Rice, his wife, and the said Earl Leroy Lowe of the cancellation of said contract, in accordance with its terms; and your orators thereupon, after due notice, reentered the property and again had and possessed the same as before said sale.

SIXTH: That following the said repossession, your orators entered into another contract of sale with Homer Medlock and Ozelle Medlock, his wife, for the purchase of the same property, which contract is filed herewith and marked "Complainants' Exhibit D"; and they are advised by said purchasers that the aforesaid recorded contract of sale with Lynwood M. Rice and wife and the subsequently recorded assignment to Earl Leroy Lowe are still outstanding, thereby placing a cloud on the title to said lots of ground which must

be removed before said purchasers will accept a deed to the same.

SEVENTH: That the respondents are non-residents of this state, the said Lynwood M. Rice and wife residing at Guess Road, Durham, North Carolina, and the said Earl Leroy Lowe residing in the City of Washington, District of Columbia, whose exact address is unknown.

EIGHTH: That the respondents have refused to execute a quit-claim deed to your orators as demanded by said new purchasers; and they are, therefore, obliged to resort to a court of equity to have the aforesaid contract of sale and assignment declared null and void and of no legal effect as a matter of record.

WHEREFORE, your petitioners pray:

(1) THAT the contract of sale executed on July 22, 1943, by and between your orators and Lynwood M. Rice and Irene H. Rice, his wife, and recorded in Liber J.H.H. No. 288, folio 446, of the Land Records of Anne Arundel County, be declared null and void and of no further force and effect.

(2) THAT the assignment of said contract dated September 9, 1943, by Lynwood M. Rice and wife to Earl Leroy Lowe recorded in Liber J.H.H. No. 288, folio 446, of the Land Records of Anne Arundel County, be declared null and void and of no further force and effect.

(3) THAT the monies paid on said purchase price before default be declared forfeited and the property of the complainants, in accordance with the terms of the contract.

(4) AND for such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orators the order of publication, giving notice to the respondents, Lynwood M. Rice and Irene H. Rice, his wife, and the respondent, Earl Leroy Lowe, who are non-residents of this state, of the object and substance of this bill, warning them to be and appear in this Honorable Court in person or by solicitor on or before some certain day to be named therein and show cause, if any they have, why a decree should not be passed as prayed.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of April, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GEORGE L. STORM and KATE BLAKELEY STORM, his wife, the within-named complainants, and made oath in due form of law that the matters and facts alleged in the foregoing bill of complaint are true to the best of their knowledge, information and belief.

(NOTARIAL SEAL) Grace E. Roth Notary Public

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR orators petition the court that the above respondents be proceeded against as non-residents of the State of Maryland and that notice be given by order of publication.

Albert J. Goodman
Solicitor for Complainants

ORDER OF COURT.

Let the order of publication be issued as prayed.

James Clark Judge

Filed April 20" 1945.

ORDER OF PUBLICATION

THE object of this suit is to obtain a decree declaring null and void a contract of sale and an assignment of this contract of sale for certain real estate executed by the parties hereto and to declare forfeited the monies paid thereon up to the time of default.

The bill of complaint recites that the complainants own certain real estate described as Lots Nos. 5422 and 5423 of Woodland Beach and improvements thereon located in the First Election District of Anne Arundel County, Maryland. That on July 22, 1943, they executed a contract of sale for said property with Lynwood M. Rice and Irene H. Rice, his wife, two of the respondents herein, at an agreed price, on which a deposit was paid and the balance due in regular, monthly installments, in accordance with the terms therein set forth. That on September 9, 1943, the said Lynwood M. Rice and wife, without the knowledge or consent of the complainants, assigned their interest in said contract to Earl Leroy Lowe, who immediately took possession of this property. That both the contract and assignment were recorded among the Land Records of Anne Arundel County.

That no further payments were made by either of the respondents in spite of the complainants' repeated demands. That said contract and assignment being in default, the complainants notified the respondents of their cancelation and, after due notice, repossessed the property.

That the complainants have entered into a new contract of sale with certain purchasers, who demand that the outstanding recorded contract of sale and assignment to the respondents be cancelled and declared null and void before accepting a deed to said property. That the respondents are non-residents of this state, the said Lynwood M. Rice and wife residing at Guess Road, Durham, North Carolina, and the said Earl Leroy Lowe residing in the City of Washington, District of Columbia, whose exact address is unknown. That the respondents have refused to execute a quit-claim deed to the complainants, who are, therefore, obliged to resort to an order of publication to notify the respondents of this action to have the Court declare the aforesaid contract of sale and assignment null and void and the money paid to the time of default forfeited.

IT IS THEREUPON this 23" day of April, 1945, by the Circuit Court for Anne Arundel County in equity ordered that the complainants cause 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 2nd. day of June, 1945, giving notice to the said Lynwood M. Rice and Irene H. Rice, his wife, and Earl Leroy Lowe of the object and substance of this bill, warning them to be and appear in this Honorable Court, either in person or by solicitor, on or before the 18" day of June, 1945, to show cause, if any they have, why a decree should not be passed as prayed herein.

John H. Hopkins, 3rd., Clerk.

Filed April 23" 1945.

Office of THE SOUTHERN MARYLAND TIMES Annapolis, Maryland.

THIS IS TO CERTIFY That the annexed advertisement of ORDER OF PUBLICATION was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 2nd day of June, 1945, that is to say, the same was inserted in the issues of Apr. 27-May 4-11-18, 1945.

THE SOUTHERN MARYLAND TIMES
Alverda D. Lauer Asst. Secy.-Treas.

Filed May 24th 1945.

COMPLAINANTS' EXHIBIT "A".

THIS DEED Made this 9th day of September in the year one thousand nine hundred and thirty-six, by and between ROBERT M. CARRICO, unmarried, party of the first part, and GEORGE L. STORM and KATE BLAKELEY STORM, his wife, as tenants by the entirety, parties of the second part:

WITNESSETH, That in consideration of Ten Dollars, the party of the first part does hereby grant unto the parties of the second part, in fee simple, as tenants by the entirety, all that piece or parcel of land, together with the improvements, rights, privileges and appurtenances to the same belonging, situate in the Anne Arundel County, State of Maryland, described as follows:

Lots Numbered Fifty-four Hundred Twenty-two (5422) and Fifty-four Twenty-three (5423), in the subdivision known as "Woodland Beach", as per plat recorded in Plat Book FSR-3, Folio 27, one of the Land Records of said County.

AND the said party of the first part 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.

WITNESS his hand and seal the day and year hereinbefore written.

In presence of -

Robert S. Bains Robert M. Carrico (SEAL)

District of Columbia, to wit:

I, Robert S. Bains a Notary Public in and for the District aforesaid, HEREBY CERTIFY that Robert M. Carrico who is personally well known to me as the grantor in, and the person who executed the aforegoing and annexed deed, dated Sept. 9th A.D. 1936, personally appeared before me in the said District and acknowledged the said deed to be his act and deed.

Given under my hand and seal this 9th day of September 1936.

(NOTARIAL SEAL) Robert S. Bains Notary Public

Filed April 20" 1945.

COMPLAINANTS' EXHIBIT "B".

Md. State Stamps $1.50

THIS AGREEMENT, Made this Twenty-second day of July, nineteen hundred and forty Three, between George L. Storm owne_ of cottage known as Lots #5422 - 5423 and Improvements their on. of the first part. of the second part Lynwood M. Rice and Irene H. Rice his wife_

WITNESSETH, that the said party of the first part do hereby bargain and sell unto the said partys of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Woodland Beach, Edgewater, Anne Arundel County State of Maryland First Election District. Known as Lots 5422 - 5423 and Improvement Their on.

At and for the price of Fifteen Hundred and Fifty Dollars of which Four Hundred and Sixty Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

Thirty Dollars Per Month Payable the twenty second of each month commencing twenty second of August, Taxes intrest and Insurance payable on the Twenty second of each month

making a total payments of thirty Eight Dollard per month_

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be paid or allowed for by the Vendor to _____ nineteen hundred and ____

Time is the essence of this contract.

When Seven Hundred and and Seventy Five Dollars have been paid, Lynwood M. Rice and Irene H. Rice His wife will get a Deed to Property and George L. Storm and Kate B.Storm will take Back a Mortgage on said Property for Seven Hundred and Seventy Five Dollars.

Mortgage to be Paid Same as Above ($38.00 Per Month_

Witness our hands and seals_

Test:

Patrick J. White.

George L. Storm (SEAL)
Kate B. Storm (SEAL)
Lynwood M. Rice (SEAL)
Irene H. Rice (SEAL)

Failure to make payments for 60 days cancels this contract.

Recorded Sept. 10" 1943 at 3-20 P.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the foregoing Agreement was truly taken and copied from Liber J.H.H. No. 288, folio 446, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I heto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 12th day of April, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed April 20" 1945.

COMPLAINANTS' EXHIBIT "C".

THIS AGREEMENT AND ASSIGNMENT made this 9th day of September, 1943, by and between Lynwood M. Rice and Irene H. Rice, his wife, parties of the first part, and Earl Leroy Lowe, party of the second part.

WHEREAS, the said Lynwood M. Rice and Irene H. Rice, his wife, have contracted to purchase under an agreement dated July 22, 1943, two lots of ground and a dwelling thereon known as Lots Nos. 5422 and 5423 at Woodland Beach, Anne Arundel County, Maryland,and whereas the said Lynwood M. Rice and Irene H. Rice have performed the conditions, payments set forth in the said contract to and unto George L. Storm and Kate B. Storm, his wife, the vendors and present record title holders of the said lots and improvements, and whereas the said Lynwood M. Rice and Irene H. Rice, his wife, desire to sell, assign all their right, title, and interest under the aforesaid contract in and to the aforesaid lots and dwelling to and unto the said Earl Leroy Lowe.

Now, therefore witnesseth: That in consideration of the sum of Five Hundred Dollars ($500.00), of which sum Two Hundred Seventy Five Dollars ($275.00) is paid by cash upon the execution of these presents and the balance to be paid within six months from the date hereof, the said Lynwood M. Rice and Irene H. Rice, his wife, do hereby sell, assign, and transfer all their right, title, and interest in and to the aforesaid Contract of Sale, dwelling, and lots of ground and hereby in further consideration of the premises

agree that the said Earl Leroy Lowe shall make payments as provided in the said contract, namely, the sum of Thirty eight Dollars ($38.00) per month on the 22nd day of each month as therein provided until the full balance now due under this contract (which said sum is estimated to be One Thousand Thirty Dollars ($1,030.00) is paid unto the said George L. Storm and Kate B. Storm, and thereafter upon the completion of the payment of this sum to and unto the said George L. Storm and Kate B. Storm, his wife, the said Lynwood M. Rice and Irene M. Rice, his wife will demand a good and merchantable deed from the said George L. Storm, and Kate B. Storm, and thereafter by good and merchantable deed immediately reconvey the said property in fee simple to and unto the said Earl Leroy Lowe.

However, in the event that under the terms of the contract when the sum of Seven Hundred Seventy-five Dollars ($775.00) has been paid as therein specifoed and under the terms herein provided, the said Lynwood M. Rice and Irene H. Rice, his wife, for themselves, their heirs, personal representatives, and assigns, agree to take title to the said lots and improvements, and execute a mortgage for the balance due as therein provided, and in such event, the said Lynwood M. Rice and Irene H. Rice, his wife, for themselves, their heirs, personal representatives, and assigns, agree to convey the aforesaid property by good and merchantable title to the said Earl Leroy Lowe subject to the mortgage executed for the balance due as provided in the contract of sale.

It is further agreed between the parties that any loss by fire ---------- and payment under any fire insurance policy covering the improvements on the premises shall be endorsed and made payable to Earl Leroy Lowe.

Witness the hands and seals of the parties hereto.

Witness:

Josephine S. Mason.

Lynwood M. Rice (SEAL)

Irene H. Rice (SEAL)

Earl Leroy Lowe (SEAL)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 10th day of September, 1943, before me the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally apperes Lynwood M. Rice and Irene H. Rice, his wife, and Earl Leroy Lowe, and they acknowledged the fore-going agreement to be their act.

Witness my hand and Notarial Seal.

(Notarial Seal)

Josephine S. Mason

My commission expires May 7, 1943

Notary Public.

Recorded 10th September 1943 at 3:20 P.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the foregoing Agreement was truly taken and copied from Liber J.H.H. No. 288, folio 446, one of the Land Record Books 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 12th day of April, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed April 20" 1945.

COMPLAINANTS EXHIBIT "D"

THIS AGREEMENT, Made this 16 day of April nineteen hundred and forty five, between GEORGE L. STORM AND KATE B. STORM, his wife, of Arlington, Virginia, of the first part and HOMER MEDLOCK and OZELLE MEDLOCK, his wife, of the City of Washington, District of Columbia, of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the First Election District of Anne Arundel County and being lots numbered 5422 and 5423, of Woodland Beach as shown on the plat thereof recorded in Plat Book F.S.R. 3, folio 27, and being the same lots conveyed to the Vendors herein by Robert M. Carrico, by deed dated September 9, 1936, and recorded among the land records of Anne Arundel County in Liber F.A.M. 152, folio 493.

The improvements thereon consisting of a one-story frame bungalow.

At and for the price of Fifteen Hundred Dollars, of which One Hundred ($100.00) Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: Balance of $1400.00) to be paid upon cancelation of contract of sale to Lynwood M. Rice and wife, dated 7/22/43 and recorded in Liber J.H.H. 288, folio 446; and assignment from Lynwood M. Rice and wife to Earl Leroy Lowe, dated 9/9/43 and recorded in Liber J.H.H. 288, folio 446; and approval of title by title examiner. Deposit to be returned less examiner's fee if title not approved.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, insurances and other assessments to be adjusted as of the date of execution of the deed. Recording stamps to be divided equally.

Witness our hands and seals.

Test:

P.J.White

George L. Storm (SEAL)

Kate B. Storm (SEAL)

Homer Medlock (SEAL)

Ozelle Medlock (SEAL)

Filed April 20" 1945.

Petition for DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, by Albert J. Goodman, Solicitor, respectfully show:

1. That the defendants, LYNWOOD M. RICE, IRENE H. RICE and EARL LEROY LOWE, having been duly (notified by Order of Publication) to appear to the Bill of Complaint, have failed to appear thereto or to answer, plead or demur, according to the exigency of the (said Order).

2. That the cause may now be proceeded with ex parte as against the defendants so in default.

Wherefore, your Petitioners pray that the Bill of Complaint be taken pro confesso against the defendants.

And as in duty bound, etc.

Albert J. Goodman

Solicitor for Petitioners

Filed June 20, 1945.

The defendants, LYNWOOD M. RICE, IRENE H. RICE and EARL LEROY LOWE, having been duly (notified by Order of Publication) to appear to the Bill of Complaint, and having failed to appear thereto, according to the command of the said __ (said Order).

It is thereupon this 21st day of June, 1945, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be and the same is hereby taken pro confesso as against said __ (non-resident defendant).

And it is further ORDERED that leave is hereby granted to the plaintiff to take testimony before any one of the Examiners of this Court in support of the allegations of the said Bill.

James Clark Judge

Filed June 21" 1945

MILITARY AFFIDAVIT.

STATE OF MARYLAND, Anne Arundel County, Sct:

I, GEORGE L. STORM, being duly sworn, do depose and say:

(1) That I am a resident of Arlington County and Commonwealth of Virginia.

(2) That on behalf of the Plaintiffs in the above entitled case, I made an investigation for the purpose of determining whether LYNWOOD M. RICE and IRENE H. RICE, his wife, two of the Defendants in said case (hereinafter called "said Defendant") are in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendants __bout 38 years of age, are married, have 2 children, lives with __ at Guess Road, Durham, North Carolina, is employed by __ at __ and has been so employed for about __

(4) That said Defendants are not in the military service of the United States as defined in the above named Acts or the amendments thereto; that they are is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that they have not been discharged from any such military service within thirty days prior to the date of this affidavit; that they have not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that they are not members of the enlisted Reserve Corps who have been ordered to report for military service.

George L. Storm Affiant.

Subscribed and sworn to before me, a Notary Public, this 25 day of June, 1945.

(NOTARIAL SEAL) Patrick J. White Notary Public.

Filed June 25" 1945.

MILITARY AFFIDAVIT.

STATE OF MARYLAND, Anne Arundel County, Sct:

I, GEORGE L. STORM, being duly sworn, do depose and say:

(1) That I am a resident of Arlington County and Commonwealth of Virginia,

(2) That on behalf of the Plaintiffs in the above entitled case, I made an investigation for the purpose of determining whether EARL LEROY LOWE, one of the Defendants in

said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 27 years of age, is married, has one child, lives with __ at __ Washington, D.C. whose exact address is unknown and has been so employed for about __.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within thirty days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

George L. Storm Affiant.

Subscribed and sworn to before me, a Notary Public, this 25 day of June, 1945.

(NOTARIAL SEAL) Patrick J. White Notary Public.

Filed June 25" 1945.

George L. Storm, et al. No. 8853 Equity

vs. In The Circuit Court For

Lynwood M. Rice, et al. Anne Arundel County

Testimony on behalf of the Plaintiff and exhibits. June 26th, 1945.

PRESENT:-

Mr. Albert J. Goodman, Solicitor for Plaintiffs.

Decree Pro Confesso and Order June 21st., 1945.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

George L. Storm, ---------- 2 to 5

Kate B. Storm, ---------- 6

Albert J. Goodman, ---------- 7

George L. Storm, one of the Plaintiffs, being first duly sworn, deposes and says:-

(Goodman) 1. State your name and residence?

A. George L. Storm, 717 South Veitch, Arlington, Va.

2. Do you own any real estate in Anne Arundel County, Maryland?

A. I do.

3. Where is that property located?

A. At Woodland Beach in the First Election District of Anne Arundel County, Maryland.

4. What are the numbers of your lots?

A. Nos. 5422 and 5423 of Woodland Beach as shown on the Plat thereof filed in Plat Book F. S. R. 3, folio 327.

5. Is this the original deed which I hand you, the deed whereby you acquired these lots from Robert M. Carrico and wife?

A. Yes, it is.

-----Now filed with the Examiner as Exam. Exh. __

6. Are these lots improved in any way?

A. They are by a one story frame dwelling.

7. Did you ever enter into a contract of sale for these lots and the building thereon with Lynwood M. Rice and wife?

A. I did.

8. What was the sale price of this transaction?

A. $1550 of which $460 were paid down and the balance was to be paid at the rate of $30 a month.

9. Is this Contract which I hand you marked Plaintiffs' Exh. B a certified copy of the contract entered into between you and Mrs. Storm and Mr. and Mrs. Rice?

A. It is.

----Now offered and filed with Examiner as Exam. Exh. 2

10. What is the date on which this sale took place?

A. July 22nd, 1943.

11. Did Mr. and Mrs. Rice remain in possession of this property after this sale?

A. I thought they did but I learned later that on September 9th, 1943 they assigned their interest in the Contract to Earl Leroy Lowe.

12. What knowledge have you now of the execution of this contract?

A. I find there is a contract recorded among the Land Records of Anne Arundel County dated September 9th, 1943 executed between Lynwood M. Rice and wife and Earl Leroy Lowe assigning their interest under the contract in the property to Lowe.

13. I hand you this certified copy of a contract of sale between Mr. and Mrs. Rice and Earl Leroy Lowe and ask you if this is the paper to which you refer?

A. Yes it is.

----Now offered and filed as Exam. Exh. 3

14. Did Mr. Rice ever tell you he had sold this property to Lowe?

A. He did not.

15. Did Mr. Rice and wife ever make any additional payments to you on account of this contract?

A. He did not.

16. What notice, if any, was given to Mr. and Mrs. Rice and Elmer Leroy Lowe with respect to the fulfillment of the contract of sale?

A. I referred the matter to my attorney, Mr. Albert J. Goodman, and I have copies of letters which were sent to Mr. and Mrs. Rice and Mr. Lowe.

17. Have you such letters in your possession?

A. I have.

18. Are these the letters?

A. Yes, One is dated September 19th, 1944 addressed to Mr. and Mrs. Linwood M. Rice, with a return receipt attached, ---filed as Exam. Ex. 4; a second one bearing same date addressed to Mr. Earl Leroy Low, with return receipt attached, filed as Exam. Exh. 5; and a third one dated August 18th 1944 addressed to Mr. and Mrs. Linwood M. Rice with return receipt attached filed as Exam. Exh. 6, all of which show that they were advised

of their default in their contracts and warning them to make good the arrearages or have their contract cancelled; and the last letter which notified Mr. Rice, with a copy sent under registered mail to Mr. Lowe, cancelling the contract as of September 22nd, 1944. There is also a return receipt attached to the letter dated August 18th, 1944 showing that Mr. Lowe received his letter.

Now offered and filed as Exam. Exh 4-5-6.

19. Did you ever re-possess this property after the notices were mailed by your attorney?

A. Yes I did shortly after the date of the cancellation of the contract by Mr. Goodman.

20. Have you since re-sold this property?

A. I have. I have entered into a contract of sale with Homer Medlock and wife for the sale of the same property which contract is dated the 16th of April, 1945, for $1500, with a deposit of $100 made, and balance to be paid upon approval of the title by my counsel.

21. Is this a copy of your contract with Homer Medlock and wife?

A. It is, yes. ---------Filed as Exam. Exh. 7

22. What is your agreement with the purchasers with respect to the payment of the balance?

A. That they knowing of the recording of the contracts of sale of Rice and Lowe, they tell me until these contracts are cancelled by the Court they will not take title because it would not be a good and marketable title.

23. What is your appeal now to the Court?

A. I would like to have the Court cancel the contract between George L. Storm and Lynwood M. Rice and Irene H. Rice his wife dated July 22nd, 1943 and Recorded in Liber J.H.H. 288 folio 446; and the Contract between Lynwood M. Rice and Irene H. Rice, his wife, and Earl Leroy Lowe, dated September 9th, 1943 and recorded J. H. H. 288, folio 446, because the Rices defaulted in their contract with me and I cancelled that contract; and because I have never entered into any negotiations with Earl Leroy Lowe, and when Rice and wife executed a contract with him they did so without my permission or knowledge, and that contract is an additional cloud on my title.

24. What is your request to the Court with reference to the money Mr. and Mrs. Rice paid you as a deposit?

A. I would like to have the Court declare that money forfeited because they broke the contract and they did have control of the property for many months.

To the general question under the rule the witness says:-

A. Nothing further.

George L. Storm.

Exam. Exh. 4-5-6 Postal Receipts from Post Office.

Kate B. Storm, a witness of lawful age, one of the Plaintiffs, being first duly sworn, deposes and says:-

(Goodman)

1. You are Kate B. Storm, the wife of the witness, George L. Storm, who just testified?

A. Yes.

2. You joined in the execution of the contracts of sale to Rice and Medlock?

A. Yes.

3. Did you hear Mr. Storm testify in this proceeding this morning?

A. Yes.

4. Would your testimony be the same as his you would give the same answers to the questions asked of him if they were asked of you?

A. Yes.

5. You are familiar with all the facts involved in these transactions between you and your husband and the Rices and Medlock?

A. Yes.

To the general question under the rule the witness says:-

A. No.

Kate B. Storm

Albert J. Goodman, a witness of lawful age, being first duly sworn, deposes and says:-

I am Attorney for Mr. and Mrs. George L. Storm, who are the Plaintiffs in this case, and at their request I mailed the letters filed herein as Exam. Exhs. 4-5 and 6, dated September 19th, 1944 (2) and August 18th, 1944.

These letters were all mailed in due course and were intended to give the recipients legal notice of the cancellation of their contracts.

Albert J. Goodman

There being no other witnesses to be examined on behalf of the Plaintiffs and no further testimony desired on their behalf at this time, this testimony is now closed, and, at request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 30th day of __ 1945.

Jno. S. Strahorn (SEAL)
Examiner.

Filed June 30" 1945.

DECREE

THIS CAUSE, standing ready for hearing and being submitted by the complainants, the proceedings were read and considered by the Court.

WHEREUPON, it is ordered this 25th day of July, 1945, by the Circuit Court for Anne Arundel County in Equity, and by the authority of this Court adjudged, ordered and decreed:

(1) THAT the contract executed on July 22, 1943, by and between George L. Storm and Kate Blakeley Storm, his wife, and Lynwood M. Rice and Irene H. Rice, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 446, be declared null and void and of no further force and effect.

(2) THAT the assignment of said contract dated September 9, 1943, by Lynwood M. Rice and Irene H. Rice, his wife, to Earl Leroy Lowe and recorded among the aforesaid Land Records in Liber J.H.H. No. 288, folio 446, be and the same is hereby declared to be null and void and of no further force and effect.

(3) THAT all moneys paid on the purchase price of the property mentioned therein before default be and the same are hereby declared forfeited and the property of the complainants.

(4) THAT the complainants pay the costs of these proceedings.

James Clark A.J.

Filed July 25" 1945.

EX PARTE	:	No. 8855 Equity
IN THE MATTER OF THE ADOPTION OF	:	In The Circuit Court For
BABY WEBB and change of name to Elizabeth	:	Anne Arundel County.
Ann Heninger		

PETITION, ASSENT and AFFIDAVITS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Roy E. Heninger and Mabel Heninger, his wife, by Foster H. Fanseen, their attorney, respectfully represents:

1. That they are husband and wife and reside at Severn, Md., R. F.D. No. 1.

2. That Baby Webb is the illegitimate female child of Edith Webb and was born on April 4, 1945 in the Volunteers of America Hospital, Baltimore, Md.; and the father is unknown and his whereabouts unknown.

3. That your Petitioners, who have no children and who are financially able to maintain and support a child and to give a child the proper care, attention and home life, desire to formally, fully and permanently and legally adopt the infant as provided by the Statutes of Maryland now in force relating to the adoption of minor children.

4. That your Petitioners, together with Edith Webb, the mother of said Baby Webb, have given very careful and thorough consideration to the question of the adoption of the said infant and it is the wish and desire of your Petitioners as well as the mother of the said infant, that said adoption should take place, as the best interest and welfare of the said infant will be thereby promoted.

5. That the said Edith Webb, mother of Baby Webb, acquieses and consents to said adoption and as evidence thereof has executed her assent to said adoption, which is attached hereto and prayed to be taken as part hereof.

6. That your Petitioners also attach hereto the certificates of two doctors, certifying that an adoption of said infant would be proper and to the interest and advantage of the said infant.

7. That one of your Petitioners, Roy E. Heninger, is now in the armed services of the United States and has indicated his desire to adopt a child, and on September 14, 1942 gave his wife a general power of attorney.

WHEREFORE your Petitioners pray:

(a) That this Honorable Court pass a decree declaring the said Baby Webb to be the adopted child of Roy E. Heninger and Mabel Heninger, his wife.

(b) That the name of the said Baby Webb may be changed to Elizabeth Ann Heninger.

(c) That your Petitioner may have such other and further relief as the nature of their case may require.

AND as in duty bound, etc.

Foster H. Fanseen
Attorney for Petitioners.

Roy E. Heninger
Mabel Heninger

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:

I hereby certify that on this 9 day of April, 1945, before me, the subscriber, a Notary Public, in and for the City and State aforesaid personally appeared Mabel Heninger by power of attorney for Roy E. Heninger and Mabel Heninger in proper person, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and correct to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Naomi Disney Notary Public.

I, the undersigned, Edith Webb, mother of Baby Webb, do certify that I have carefully considered the prayer for the adoption of my infant daughter as prayed for in the aforegoing Petition and after full consideration, I am satisfied that the adoption will be to the best interest and welfare of my said infant daughter, Baby Webb, and I therefore, hereby give my free and full assent to the adoption of my said daughter.

And I do hereby fully and freely release any and all of my rights to the care custody control, support maintenance and any other rights which I might have over my said daughter and do hereby request the Court to pass the decree of adoption as prayed for in the aforegoing Petition.

Witness: Sadie D. Hobbs Edith Webb

CITY OF BALTIMORE: STATE OF MARYLAND: TO WIT:

I HEREBY CERTIFY, that on this 9th day of April, 1945, before me, the subscriber, a Notary Public, in and for the State and City aforesaid, personally appeared Edith Webb, and she acknowledged to me that she fully understands all of the matters and facts set forth in the foregoing Petition and that she freely assented to the passage of said order by signing her name to the aforegoing assent.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Sadie D. Hobbs Notary Public

I, Jeannette R. Hegkinison, M.D. being a physician qualified to practice medicine in the State of Maryland, and having been engaged in active practice for at least five years prior to the date hereof, do hereby certify that in my opinion it is necessary for the physical good of Edith Webb, Mother of said Baby Webb mentioned in the aforegoing proceedings, that they be separated and that said child be placed in a foster home for the maintenance of said child where in my opinion she will receive excellent care.

That said Mother is not in a position physically or financially to properly care for said infant, and it would be to the decided interest and advantage of said infant that she be placed in the foster hom_ of Roy E. Heninger and Mabel Heninger, his wife.

WITNESS my hand and seal this 9 day of April, 1945.

Jeannette R. Hegkinison, M.D. (SEAL)

State of Maryland City of Baltimore To Wit:

I hereby certify that on this 9th day of April 1945 before me the subscriber, a Notary Public of The State of Maryland in and for the City aforesaid personally appeared Dr. Jeanette R. Heghinian M.D. and acknowledged this to be her act.

(NOTARIAL SEAL) Theodore J. Phillips N.P.

New Address: 9 S. Greene ST.

I, Karl W. Ebeling being a physician qualified to practice medicine in the State of Maryland, and having been engaged in active practice for at least five years prior to the date hereof, do hereby certify that in my opinion it is necessary for the physical good of Edith Webb, Mother of said Baby Webb mentioned in the above proceedings, that they be separated and that said child be placed in a foster home for the maintenance of said

child where in my opinion she will receive excellent care.
That said Mother is not in a position physically or financially to properly care for said infant, and it would be to the decided interest and advantage of said infant that she be placed in the foster hom_ of Roy E. Heninger and Mabel Heninger, his wife.

Witness my hand and seal this 10 day of April, 1945.

Karl W. Ebeling (SEAL)

State of Maryland City of Baltimore

Subscribed and sworn to by Karl W. Ebeling M.D. this 10th day of April 1945 before ma a Notary Public

(NOTARIAL SEAL)

Nannie E. Yoe
Notary Public

My Commission expires May 7, 1945.

Somewhere in France

My only Darling:

Am feeling fine to-day and getting along fine this paper got a little damp so please excuse.

I just re-read the three letters I got from you yesterday. I thought over very seriously the idea of adopting a baby and decided that would be a very wonderful idea. I don't mind a bit if it will make you happy darling that is what I want.

When I wrote yesterday I wasn't quite decided but I am sure now and think it is a very beautiful gesture on your part and agree that it will mean a lot to ease your lonely hours.

Make it a girl and I will be perfectly happy honey just whatever you think is O.K. by me for you couldn't ever do anything that wouldn't be. I thank God every day for such a perfect, wonderful wife like you dearest and I love you only forever dearest and no one else. Ask the opinion of Pop and if he agrees go ahead honey.
don't worry about me for I will be O.K. I am warm have enough to eat and a good place to sleep so I am O.K. Just keep your chin up and wait for me and I will be back some day my darling. Give my love to all and remember I love you always darling. Will close for now more next chance I get so until then I love you always.
Please excuse no spacing or Paragraphs I can get more on the paper this way.

I love you always.

Your own loving Husband
Roy

Send pipe please.

Severn, Maryland April 23/45.

Hon. Ridgely P. Melvin, Annapolis, Md.

Dear Sir:

I have known Mr. & Mrs. Roy E. Heninger for the past fifteen years, they are a good Christian family - the child - adopted by them - would be brought up in the fear of the Lord & ably provided for, in a good home.

Sincerely Yours,
Clara F. Westerman
Severn, Md.

Severn, Maryland April 23, 1945

Hon. Ridgely P. Melvin Annapolis, Md.

My dear Sir:

I have known Mr. and Mrs. Roy E. Heninger for the past seven years. They are very religious and trust-worthy people.

Any child adopted by them would have an excellent home and be well provided for.

Very truly yours,

Willis A. Ray

Severn, Md.

Filed April 28" 1945.

PETITION and ORDER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Roy E. Heninger and Mabel Heninger, his wife, by Foster H. Fanseen, their attorney, respectfully represents:

1. That a Petition for the adoption of Baby Webb was heretofore filed in this Court and application is made to amend the second paragraph thereof to read as follows:

"That Baby Webb is the illegitimate female child of Edith Webb and was born April 4, 1945 in the Volunteers of America Hospital, Baltimore, Maryland; and the father is unknown and his whereabouts unknown".

AND, as in duty bound, etc.

Foster H. Fanseen

Attorney for Petitioners

Filed June 4" 1945.

Upon the aforegoing Petition it is Ordered by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY this 7th day of June, 1945, that the application for amendment be and the same is hereby granted.

James Clark

Filed June 7" 1945.

DECREE 7 June 1945.

The Petition for Adoption, Assent, Affidavits and other papers in the above titled cause having been by the Court read and considered, and it being the opinion of this Court that the best interests of the infant child mentioned in said Petition would be served by the adoption of said infant, it is thereupon,

ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County, in Equity, this 7th day of June, 1945, that the infant child, Baby Webb, mentioned in the Petition be and she is hereby declared to be the legally adopted child of Roy E. Heninger and Mabel Heninger, his wife, with all the rights, duties and privileges conferred thereby by law;and

IT IS FURTHER ORDERED AND DECREED that the name of said infant child be and is hereby changed to Elizabeth Ann Heninger.

And it is ordered that the Petitioners pay the costs of these proceedings.

James Clark Judge.

Filed June 7" 1945.

JOHN E. McCABE and HELEN M. McCABE, his wife	:	No. 8857 Equity
VS.	:	In The Circuit Court For
DANIEL M. GREENE and JENNIE M. GREENE, his wife	:	Anne Arundel County

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That your Orators are seized and possessed of a parcel of land in the First Election District of Anne Arundel County, more particularly designated as part of Lot 6 of a development known as Oak Bluff, which said lot of ground was acquired by your Orators from Milton R. Bollman, et al, by deed dated September 15, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 105, folio 313, a certified copy of the said deed being filed herewith as "Plaintiff's Exhibit No. 1" and is prayed to be taken as a part of this Bill as though the same were fully set forth herein at length.

2. That the aforesaid property is improved by buildings and a cottage thereon, and has a market value in excess of Three Thousand Five Hundred Dollars ($3,500.00).

3. That on the second Monday of October, 1943, James A. Walton, as Treasurer for Anne Arundel County, sold the aforesaid tract of land and improvements to one Daniel M. Green, at and for the sum of Sixty-five Dollars ($65.00) for the purpose of collecting 1942 State and County taxes due thereon in the amount of $32.71 and costs in connection with the said tax sale.

4. That the aforesaid tax sale is recorded among the tax proceedings of this County in Tax Sale Records J.H.H. No. 6, folio 76, and is known as Tax Sale proceedings No.6159 wherein the aforesaid tax sale was duly reported to this Honorable Court and ratified by Order of this Court on the Treasurer's report of the said sale.

5. That the said James A. Walton, County Treasurer, reporting and making the aforesaid tax sale as County Treasurer, departed his life and was succeeded in office by Thomas W. Davis, the present incumbent Treasurer and Collector of County and State taxes.

6. That the Respondents Daniel M. Greene and Jennie M. Greene, attempted to acquire title to the property of your Complainants as mentioned in Paragraph 1 of this Bill of Complaint, by deed dated March 10, 1945, from Thomas W. Davis, County Treasurer, to Daniel M. Greene and Jennie M. Greene, his wife, as tenants by the entireties, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 327, folio 47, a certified copy of said deed being filed herewith as "Plaintiff's Exhibit No. 2" and is prayed to be taken as a part hereof.

7. That your Orators have received no official notice of the aforesaid sale, although they have lived at No. 2603 Twenty-fourth Street, N.E., Washington, D.C., for a number of years prior to the aforesaid sale and continued to live there up to and through the date of the filing of this Bill of Complaint.

8. That your Orators through inadvertence of their agents failed to pay the aforesaid 1942 taxes to the State and County Collector of Maryland but have paid all previous and succeeding tax bills received by them, and now stand ready, willing and able, and hereby tender and offer the sum of $32.71 to the County and State Collector of taxes or to whom due, as well as interest, penalties, advertising and costs due by reason of their

failure to pay the said 1942 taxes as aforesaid, and any and all other costs which may constitute a lien against their property.

9. Your Orators, therefore, aver that the deed from Thomas W. Davis, Treasurer, to Daniel M. Greene and Jennie M. Greene, his wife, as tenants by the entireties, constitutes a cloud upon your Orators' title by reason of the same being recorded although as your Orators allege herein the attempted tax sale was improper and illegal for the ground and reasons hereinafter assigned, and that the said deed and attempted transfer is void because no sale was ever made and reported to Daniel M. Greene and Jennie M. Greene, his wife, as tenants by the entireties, in the aforesaid tax proceedings, and that the tax sale is null and void for the following reasons:

a. The said tax sale did not provide for a proper notice to your Orators nor was any notice of a tax sale ever received by them, nor does the said report of sale disclose that the tax bill was forwarded by mail or delivered in person to your Orators as will more full appear by reference to the proceedings in No. 6159 Tax Sales, which is filed herewith and prayed to be taken as a part and parcel of this Bill of Complaint.

b. That no notice of the sale was mailed to your Orators, the said John E. McCabe and Helen M. McCabe.

c. That the said notice of the sale was not published for four successive weeks prior to the second Monday in October, 1943, in two newspapers printed and published in the City of Annapolis, or Anne Arundel County.

d. That the Order Nisi on the report of sale was not published once a week for three successive weeks before the day of October in accordance with the Order of Court.

e. That the advertisement was improper and did not give due notice to the public as to what property was being sold, nor refer to any plat reference or location of any plat as referred to in the said advertisement of this tax sale, which said advertisement was made a part of the Treasurer's report submitted to this Court for ratification.

TO THE END, THEREFORE,

Your Orators pray this Honorable Court to grant them.

1. That your Orators may be permitted to pay the back taxes, interest, and costs due on their property, and that their title may then be cleared of the cloud thereon by this Honorable Court declaring that the tax sale heretofore mentioned, the same being No. 6159, null and void.

3. And for such other and further relief as their case may require.

May it please your Honor to grant unto your Orators the writ of subpoena directed to Daniel M. Greene and Jennie M. Greene, his wife, commanding them to be and appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Louis M. Strauss
Solicitor For Complainants

John E. McCabe
Helen M. McCabe COMPLAINANTS

State of Maryland, Prince George's County, to wit:

I HEREBY CERTIFY that on this 30th day of April, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally

appeared John E. McCabe and Helen M. McCabe, his wife, and made oath in due form of law that the matters and facts contained in the aforegoing Bill of Complaint are true to the best of their knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Beatrice B. Smith Notary Public.

In settlement of 1942 Co and vs. State taxes, int etc., John E. Mc Cabe prop. 1st Dist.

Louis M. Strauss
Attorney-at-Law
21 West street

No. 6174
Annapolis, Md. May 2, 1945

Pay to the Order of John H Hopkins III, Clerk of A.A.Co. Circuit Court, for Collector of State and County Taxes, Anne Arundel County $44.71

The Sum of 44 Dols 71 cts. Dollars

To COUNTY TRUST COMPANY OF MARYLAND
Annapolis, Md.

Louis Strauss Atty
Attorney

Filed May 2" 1945.

PLAINTIFFS' EXHIBIT No. 1.

(INT. REV. STAMP $1.50)

THIS DEED, Made this fifteenth day of September, in the year of our Lord one thousand nine hundred and thirty-two, by and between Milton R. Bollman and Lenore M. Bollman his wife, and Robert E. Orange and Lora E. Orange, his wife, of Takoma Park, Md. parties of the first part and John E. McCabe and Helen M. McCabe, his wife, of Washington, D.C. parties of the second part.

WITNESSETH, that in consideration of ten dollars and other good and valuable considerations to them in hand paid by the parties of the second part receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto John E. McCabe, and Helen M. McCabe his wife as tenants by the entirety parties of the second part, their heirs and assigns, in fee simple, all that piece or parcel of ground situate lying and being in the first election district of Anne Arundel County, State of Maryland, being the same land which the said Bollman and Orange parties of the first part obtained from Ray D. Lillie and Lottie J. Lillie, his wife, by deed dated the 24th day of June, 1929, recorded in the Land Records of Anne Arundel County, in Liber ___ at folio ___, and being described as follows, to wit:

Part of Lot six (6), in a subdivision made by Matilda A. Fleet known as and called "Oak Bluff" as per plat of said subdivision made by J. Revell Carr, Surveyor, and recorded in Plat Book Liber W.M.B. No. 1, folio 1, one of the land records of said county, said part of said lot being made particularly described as follows:

BEGINNING at a point on the rear line of said lot, which said point is 47.5 feet easterly from the northwest corner of said lot: thence westerly along said rear lot line to the northwest corner of said lot; thence southwesterly on the line dividing lots five and six 150 feet to the southwest corner of said lot six, thence easterly along the front line of said lot six, south 51 degrees 38 minutes east 60 feet; thence northeasterly in a straight line to the place of beginning.

TOGETHER with the buildings and improvements thereupon erected, made or being; and

all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use benefit and behoof forever of the said John E. McCabe and Helen M. McCabe, his wife, as tenants by the entireties their heirs and assigns.

AND the said parties of the first part covenants that they will warrant specially the property hereby conveyed; that they are seized of the land hereby conveyed, that they have a right to convey said land; and that the said parties of the second part shall quietly enjoy said land, that they have done no act to encumber said land; except as shown by encumbrance of record, which said encumbrance second parties assume and agree to pay: and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

TEST:

R. Withe.

Robert E. Orange (SEAL)
Lore E. Orange (SEAL)
Milton R. Bollman (SEAL)
Lenora M. Bollman (SEAL)

STATE OF MARYLAND, COUNTY OF MONTGOMERY, ss:

I HEREBY CERTIFY, that on this 15th day of September, 1932, before the subscriber, a Notary Public, in and for said state and county personally appeared Robert E. Orange, and Lora E. Orange his wife, and Milton R. Bollman and Lenora M. Bollman, his wife, and did each acknowledge the aforegoing deed to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 15th day of September, A.D. 1932.

(Notarial Seal)

J. Milton Derrick

Recorded September 30, 1932, at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Libern F.S.R. 105, folio 313, one of the Land Record Books 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 23rd., day of April, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed May 2nd. 1945.

PLAINTIFFS' EXHIBIT NO. 2

NO FEDERAL AND STATE TAX REQUIRED.

THIS DEED, Made this 10 day of March, in the year nineteen hundred and forty-five, by and between Thomas W. Davis, County Treasurer, in the stead of James A. Walton, deceased, Late County Treasurer of Anne Arundel County, State of Maryland, Party of the First Part, Grantor, and Daniel M. Greene and Jennie M. Greene, his wife, of Avondale Grove, Prince George's County, Maryland, Parties of the Second Part Grantees

WHEREAS, default having been made in the payment of State County and School taxes due and owing on the property hereinafter described for the year 1942, and assessed to John E. McCabe and Helen M. McCabe, his wife, of Washington, District of Columbia, and the said James A. Walton, deceased, late County Treasurer and collector of State, County and School taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default; and

WHEREAS, on the eleventh day of October in the year 1943, the said James A. Walton, deceased, late County Treasurer aforesaid, sold said property hereinafter described to the highest bidder at the Court House at Annapolis, Anne Arundel County, to the said Daniel M. Greene at and for the sum of Sixty-five Dollars ($65.00), it being then and there the highest offer therefor; and

WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County November 10, 1943, Report No. 6,159 and the proceedings having been found regular and the provisions of the law complied with, and Order Nisi was duly passed therein, whereupon, after publication thereof as required by law and in the absence of any response thereto, the said sale was finally ratified and confirmed by the said Court on the Fourth day of December, 1944; and.

Whereas, the said John E. McCabe and Helen M. McCabe, his wife, have not redeemed said property, and the period for redemption having expired, now therefore.

THIS DEED WITNESSETH: that in consideration of the premises and the sum of Sixty-Five Dollars ($65.00), the said Thomas W. Davis, County Treasurer aforesaid, doth hereby grant and convey unto the said Daniel M. Greene and Jennie M. Greene, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, all that piece or parcel of land situate, lying and being in the First Election District of Anne Arundel County, described as follows:

Part of Lot Six (6), and beginning at a point on the rear line of said lot, which said point is 47.5' East from the Northwest corner of said lot: thence westerly along said rear lot line to the Northwest corner of said lot; thence Southwesterly on the line dividing lots Five (5), and Six (6), 150' to the Southwest corner of said lot Six (6); thence Easterly along the front line of said Lot Six (6) South 51° 38' East 60'; thence Northeasterly in a straight line to the place of beginning; it being in a subdivision made by Matilda A. Fleet, known as and called "Oak Bluff", as per plat of said subdivision made by J. Revell Carr, surveyor, and recorded in Plat Book W.M.B. No. 1, folio 1, one of the Land Records of Anne Arundel County, 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 it being the same property which was conveyed to the said John E. McCabe and Helen M. McCabe, his wife of Washington, District of Columbia, by Milton R. Bollman and Lenora M. Bollman, his wife, and Robert E. Orange and Lora E. Orange, his wife of Takoma Park, Maryland, by Deed dated September 15, 1932, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 105, folio 313.

TOGETHER with the improvements thereon, made or being, and each 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 described property unto the said Daniel M. Greene and Jennie M. Greene, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple.

WITNESS my hand and seal the day and year first above written.

Attest: Thos. W. Davis (SEAL)

Theodore T. Pantaleo Treasurer of Anne Arundel County.

I hereby certify that on this 10 day of March, in the year Nineteen Hundred and Forty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Thomas W. Davis, County Treasurer of Anne Arundel County, and acknowledged the aforegoing ____ to be his act.

(NOTARIAL SEAL) Theodore T. Pantaleo

My Commission expires May 7, 1945. Notary Public

Recorded 10th March 1945, at 11:15 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 327, folio 47, one of the Land Record Books 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 24th day of April, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed May 2nd. 1945.

Order to enter appearance for defendants etc.

To the Clerk:

You will please enter my appearance as Solicitor for the Defendants in the above entitled cause.

Yours respectfully,

Daniel M. Greene
2101 Brighton Road,
Washington, D. C. Zone 18.

May 11, 1945

2101 Brighton Road,
Washington (18), D. C.
May 11, 1945.

To the Clerk, Circuit Court
for Anne Arundel County, Annapolis, Maryland.

Dear sir:

I am inclosing my answer to the petition filed by Mr. Louis M. Strauss, Attorney for the Plaintiffs in the case of John E. McCabe, et al. v. Daniel M. Greene, et al. in the Circuit Court for Anne Arundel County, Equity No. 8857. Please file. I am mailing a copy of said answer to Mr. Strauss today.

The summons which was sent to the Sheriff of Prince George's County has never been served on me for some reason. However, I would have accepted service had the summons been served, and I hereby waive service now.

I stand ready for the hearing any day, except May 23d, that the honorable Court may set, provided I receive notice in time. I have a case that comes up in Court in the District of

Columbia on May 23d.

Very truly yours,
Daniel M. Greene

Filed May 12" 1945.

JOHN E. McCABE and HELEN M. McCABE, HIS WIFE,
Plaintiffs
VS.
DANIEL M. GREENE and JENNIE M. GREENE,
His Wife. Defendants

No. 8857 Equity
In The Circuit Court For
Anne Arundel County

ANSWER

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Now come Daniel M. Greene and Jennie M. Greene, his wife, Defendants in the above cause, by their Solicitor, Daniel M. Greene, and submit their answer to the said Bill of Complaint, that is to say:

FIRST: That they deny the allegations in Paragraph One of said Bill of Complaint, except as to the allegation of possession.

SECOND: That they neither admit nor deny the allegations in Paragraph Two of said Bill of Complaint.

THIRD: That they admit the allegations in Paragraph Three of the said Bill of Complaint.

FOURTH: That they admit the allegations in Paragraph Four of the said Bill of Complaint.

FIFTH: That they admit the allegations in Paragraph Five of the said Bill of Complaint.

SIXTH: That they admit the allegations in Paragraph Six of the said Bill of Complaint, and that they did acquire title.

SEVENTH: That they deny the allegations in Paragraph Seven of said Bill of Complaint.

EIGHTH: That they deny the allegations in Paragraph Eight of said Bill of Complaint.

NINTH: That they deny the allegations in Paragraph Nine of the said Bill of Complaint.

Having fully answered said Bill of Complaint, these Defendants pray to be hence dismissed with their cost.

And as in duty bound, etc.

Daniel M. Greene
Solicitor for Defendants

Filed May 12" 1945.

OPINION.

The plaintiffs, by their bill of complaint, seek to have the purported sale of their property by James A. Walton, late treasurer of Anne Arundel County, to the defendant, Daniel M. Greene, on October 11, 1943, declared void, and the cloud thereby cast on their title removed.

The record shows that the plaintiffs acquired the property in question from Milton R. Bollman and others, by deed dated September 15, 1932, and that therein the same was described as follows, that is to say:

"All that piece or parcel of ground situate, lying and being in the first election didtrict of Anne Arundel County, State of Maryland, being the same land which the said

Bollman and Orange parties of the first part obtained from Ray D. Lillie and Lottie J. Lillie, his wife, by deed dated the 24th day of June, 1929, recorded in the Land Records of Anne Arundel County, in Liber ___ at folio ___, and being described as follows, to wit:

"Part of Lot six (6), in a subdivision made by Matilda A. Fleet known as and called "Oak Bluff" as per plat of said subdivision made by J. Revell Carr, Surveyor, and recorded in Plat Book Liber W.M.B. No. 1, folio 1, one of the land records of said county, said part of said lot being made particularly described as follows:

"Beginning at a point on the rear line of said lot, which said point is 47.5 feet easterly from the northwest corner of said lot thence westerly along said rear lot line to the northwest corner of said lot; thence southwesterly on the line dividing lots five and six 150 feet to the southwest corner of said lot six, thence easterly along the front line of said lot six, south 51 degrees 38 minutes east 60 feet; thence northeasterly in a straight line to the place of beginning."

On the assessment records of Anne Arundel County, said property was described as follows, that is to say:

"John E & Helen McCabe 2603 24th st N E Washington D C
1/2 of Lot 6 & Imp Oak Bluff Alm's House Creek".

When the treasurer advertised the property he described it as follows:

"1-7949. McCABE, JOHN E. AND HELEN. 1/2 of Lot 6 and improvements situated at Oak Bluff, Alm's House Creek, Anne Arundel County. Taxes, interest and costs, $44.71."

That, in the Court's opinion, was not a valid and sufficient description. Tax sales are proceedings in rem, and, if they are to be held valid, the property must be described in the notice of sale with such certainty that the Court would have jurisdiction over the res and be in a position to enter a definite and certain order of ratification. According to Judge Offutt's opinion in Presbyterian Church Vs. Pugh, 154 Maryland 550, the purpose of the notice is dual, first, to inform the owner that his property is about to be sold, and, second , to apprise prospective buyers of what property the treasurer proposes to sell. While the notice in the instant case may conceivably be sufficient to warn the owners, -- it is extremely difficult, if not impossible, to understand how it could be held sufficient to apprise prospective buyers of exactly what the treasurer was selling. A somewhat similar description was held insufficient in the last referred to case, but that was under the particular and rather stringent provisions of the statute under which the sale in that case was made; so that case may not be authoritative.
In Free vs. Greene, 175 Maryland 36, the sale was made under the very law pursuant to which the sale in the instant case was made, namely, Section 495 of Article 2 of the Code of Public Local Laws as amended by Chapter 582 of the Acts of 1935. There the property was described in the notice of sale as follows:

"FREE, GEORGE T. Lot 95 and improvements as shown on the plat of Pine Whiff Beach, Anne Arundel County, Md.".

This was held to be a sufficient compliance. It will be noticed, however, that this description, after giving the number of the lot, referred to the plat on which said number could be found, namely, the plat of Pine Whiff Beach.
While the description in the instant case does give the lot number and says that it is at

"Oak Bluff, Alm's House Creek, Anne Arundel County", it does not refer to any plat, recorded or unrecorded, on which the lot may be found. It must be remembered that we are not dealing with situations where all the lots in towns or cities are shown on official plats or maps; but with a situation where property may or not be shown on a recorded plat. For all the Court knows, and for all the general public knows, there may be a half dozen developments at Oak Bluff, each with a recorded plat, so that the lot number as given in the notice could apply to any of said plats. If there was only one development known as "Oak Bluff" and, consequently, only one plat to which the lot designation could apply, it may be that to any one having that special knowledge the property was "easy of identification" as required by the statute; but to anyone without that special knowledge, the description would mean little, if anything. In discussing the description in the Pugh case, to which I have already referred, Judge Offutt said "'Block 34' would mean nothing unless connected by reference to some plan or plat by which it could be identified". The same thing may be said about the description in the instant case.

While there has been a tendency of recent years to somewhat relax the old rule which required considerable particularity in the description of the property about to be sold for taxes, the fundamental law requires that no man's property be taken from him without "due process" or except "according to the law of the land"; and we must always keep that in mind. True, in Gathwright vs. Baltimore, 181 Maryland 362, 367, the Court said that "the legislature may provide the most summary measures for the enforcement of the collection of taxes, even to the extent of selling property for non-payment thereof, by giving notice only by publication, and that such measures will not divest a citizen of his property without due process of law", but the Court did not say, and has never said, that a tax collector could sell a man's property without describing it in his notice of sale with such particularity and definiteness that prospective purchasers would know what they were bidding on.

The decisions of other states are helpful. In Napier vs. Runkel (Washignton), 137 A.L.R. 175, the property was described in the notice of sale as certain numbered lots on an unrecorded plat, and this was held insufficient and the sale invalid. In Miller vs. Williams (California) 67 Pacific 788, a description of land as "Lots 13, 14, 15, 16, 17 and 18 in Blk F. Leibrandt Tract. Lots 18 and 20, Blk C, Kaye and Uhden tracts" was held insufficient since it did not refer to any plat or map. (See the annotations on this subject in 137 A.L.R. 184, etc.; and particularly Conners vs. City of Lowell (Massachusetts) 95 N. E. 412).

While the above discussed deficiency in the notice is, I think, fatal to the validity of the sale, there is another and perhaps more serious deficiency in the description of the property as contained in the treasurer's notice of sale.
He describes it as "1/2 of Lot 6 and improvements situated at Oak Bluff, Alm's House Creek Anne Arundel County." Which half? the north half, the south half, the east half, or the west half? How could a purchaser know? How can the property sold be identified with any degree of certainty? How could this Court's order of ratification be effective?

It has been repeatedly held that an attempted conveyance of a part of a larger tract is invalid and passes no title unless the part intended to be conveyed is so distinguish-

ed that it can be definitely ascertained and identified (18 Corpus Juris 182-183). The defendants evidently understood this, for when they drew the deed from the treasurer they did not describe the property according to the notice under which Mr. Greene bought, but according to the description contained in the deed to the plaintiffs. Mr. Tiffany in his work on Real Property at page 1666, says: "And a case of insufficiency of description quite frequently arises by reason of a conveyance in terms of a part of a tract without any indication of its position in such tract." Certainly a description which would not satisfy a deed, would not reasonably advise the public of what the treasurer was selling.

Section 491 of Article 2 of the Code of Public Local Laws, title "Anne Arundel County", as enacted by the Act of 1931, Chapter 280, requires "the clerk of the County Commissioners to enter upon the assessment books of said county in case of each and every assessment, such brief description of the property assessed, its general location, number of acres, or lot, section and block numbers, if a platted development, or street number in cities, towns and villages, and designation of improvements, if any, which may be adequate and sufficient to render said property easy of identification and adaptable for use by the treasurer for tax sale advertisement". And Section 495 of said Article as amended by Chapter 582 of the Acts of 1935, requires the treasurer in his notice of sale to give "a brief description of the property, sufficient to identify it and taken from the assessment books of the county". These provisions are for the protection of the property owner; and neither have been complied with. As heretofore shown, a lot number means nothing unless the plat on which it can be found is referred to; and to describe a property as half a lot without saying which half not only does not "render said property easy of identification" but makes identification practically impossible.

The taxing authorities recognized that. When they came to the reassessment of the property in 1944, they tried to improve on the description by adding the letters "NW" before the 1/2, so as to make the new description read:

"N W 1/2 OF LOT 6 & IMPS OAK BLUFF".

This may have improved things, if the property is, in truth and in fact the northwest half of the lot. The deed to the plaintiffs, however, does not say that the property is the northwest half, or any other particular half, or any other particular fraction. All the deed says is that it is a part of lot No. 6 on a certain plat, and then goes on to describe the part by metes and bounds, courses and distances. I am, from the information now before me, accordingly, unable to determine whether this addition to the description helps or not. In any event, it was not made until after the property had been sold; so it can have no bearing on this case other than, as heretofore stated, to show that the taxing authorities recognized the fact that the former description was inadequate. I must declare the sale void.

I am not unmindful of the rule that the ratification of a tax sale raises a prima facie presumption of its validity. That presumption, however, is only prima facie; not conclusive. And where, as in this case, it is affirmatively shown that the notice given did not sufficiently and definitely describe the property, the prima facie effect of the order of ratification is overcome and the whole proceeding is thereby rendered null and without effect (Hickey vs. Peck, 180 Maryland 289, 299).

It only remains to determine how much the plaintiffs must pay the defendants in order

that they may do the equity they seek. The amount due at the time of the sale, as stated in the advertisement, was $44.71. The purchase price was $65.00. I think the plaintiffs must refund this $65.00 with interest, as well as reimburse the defendants for the taxes paid by them on February 6, 1945, with interest thereon (Steuart vs. Meyer, 54 Maryland 454; Reth vs. Levinson, 135 Maryland 395). I figure this with interest calculated to June 24, 1945, to amount to $164.30 as follows:

Purchase money	$65.00
Interest thereon from 10-11-43 to 6-24-45	7.94
Taxes for 1943, 1944 and 1945 paid 2-6-45	89.30
Interest thereon from 2-6-45 to 6-24-45	2.06
TOTAL	$164.30

The treasurer should have in his hands the difference between the purchase money, namely, $65.00, and the amount due him as aforesaid, namely, $44.71; and he should pay this over to the plaintiffs. I find, attached to the bill of complaint, the check of the plaintiffs' solicitor drawn to the order of the Clerk for $44.71. He may withdraw that when he pays the Clerk the $164.30 above specified; and upon payment thereof by not later than June 24, 1945, I will sign a decree declaring (1) the tax sale, (2) the proceedings for its ratification, and (3) the deed from the present treasurer to the defendants null and void; and require the defendants to pay the costs.

In view of the conclusion heretofore reached, it is unnecessary for the Court to pass on any of the other questions raised by the plaintiffs; and I do not pass thereon.

June 14, 1945. James Clark Judge

Filed June 14" 1945.

DECREE June 21 1945

This case coming on for hearing and being submitted, testimony was taken in open court, counsel were heard and the proceedings read and considered, and it appearing that the plaintiffs have, in accordance with the suggestion contained in this Court's opinion recently filed herein, paid into the registry of this Court the sum of $164.30 to be paid the defendants.

It is thereupon, this 21st day of June, in the year nineteen hundred and forty-five, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED, that (1) the attempted sale of the property of the plaintiffs, described in the deed from Milton R. Bollman and others to them dated the 15th day of September, 1932, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 105, folio 313, etc., made by James A. Walton, late Treasurer of Anne Arundel County to the defendant, Daniel M. Greene, on October 11, 1943, (2) the proceedings for the ratification of said sale had in this Court in No. 6159 Equity and (3) the deed from Thomas W. Davis, Treasurer of Anne Arundel County to the defendants dated the 10th day of March, 1945, and recorded among said land records in Liber J.H.H. No. 327, folio 47, etc., be, and each of them are hereby, declared null and void, and that the cloud thereby cast on the plaintiffs' title to said property, be, and the same is hereby, removed.

And it is further ADJUDGED, ORDERED and DECREED that the defendants pay the costs of this case.

James Clark Judge

Filed June 21" 1945.

ORDER Sept. 24 1945

To the Clerk:

By a decree handed down by this Court June 14, 1945 in the above entitled cause, Plaintiffs were required to deposit with the Court the sum of $164.30, as reimbursement of the Defendants for the purchase price, taxes and costs in the purchase of the property involved in the suit, as a condition precedent for voiding the sale, and the Defendants were ordered to pay the costs of the suit. You are hereby ordered to pay over to the Defendants the amount deposited by the Plaintiffs upon receipt from the Defendants of the costs of the suit. You will allow a fee of $10.00 to Defendants' Solicitor.

Sept 24 1945. James Clark Judge

Filed Sept. 24" 1945.

THOMAS E. EVERHART (Deale, Md.)	:	No. 8858 Equity
VS.	:	In The Circuit Court
JAMES L. WINDSOR and KATHERINE M.WINDSOR	:	For
(1118 Monroe St. Eastport, Md.)	:	Anne Arundel County

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, says:

FIRST: That on the 22nd day of January, 1945, the respondents, JAMES L. WINDSOR and KATHERINE M. WINDSOR, being seized and possessed of a tract of land lying in the Seventh Election District of Anne Arundel County, described as being Lot No. 7 and the southernmost one-half of Lot No. 8, on the plat of the subdivision of the lands of George W.M. Windsor, agreed with your orator in writing to sell unto him the aforesaid land for the sum of $4,000.00, whereof the sum of $100.00 was immediately paid as a deposit thereon, the balance to be paid in cash at the date of conveyance. Your orator files herewith as part hereof the said written agreement, properly signed by the respondents and your orator, marked "Complainant's Exhibit A."

That Lot No. 7 is more particularly described in a deed from George M. W. Windsor and wife to James L. Windsor dated June, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 86, folio 140, a certified copy of which is filed herewith and marked "Complainant's Exhibit B".

That the southernmost half of Lot No. 8 is more particularly described in a duly executed deed from Norma May Windsor to James L. Windsor dated February 24, 1945, which said deed is in the possession of the respondents, as yet unrecorded.

SECOND: That the property which the respondents agreed to sell and your orator agreed to buy comprised Lot No. 7 and the southernmost one-half of Lot No. 8, and was the same property occupied by the respondents as a home for more than twelve years, in the Seventh Election District of Anne Arundel County, and the identical property leased to your orator by the respondents on October 1, 1944, for a period of five months, on which date your orator went into possession as a tenant, and where he remained in possession and occupied the same as a purchaser from January 22, 1945, continuously to the date hereof, and the same property described in the two deeds hereinabove referred to.

THIRD: That the written agreement above referred to was, as your orator has stated, an agreement to purchase the aforesaid land and improvements and no other; that the said agreement was intended to be by all the parties thereto a contract for the sale of the aforesaid land and improvements and no other, although the said agreement did not in words set forth the description of the property for which the contract was made.

FOURTH: That at the time of the execution of the aforesaid contract of sale, the respondents were unable accurately to describe the lots sold without reference to their deeds, which were then in a safe deposit box; and it was agreed by the respondents and your orator that a complete description thereof would be inserted in the contract of sale as soon as reference could be had to said deeds.

FIFTH: That the respondents were so long delayed in obtaining said descriptions that they were inadvertently omitted and never inserted, which omission was altogether an oversight and a mutual mistake by the respondents and your orator; wherefore, your orator is entitled to have the said agreement reformed by the insertion of a proper description therein.

SIXTH: That a title examination of said property has revealed a slight defect in that the description of said Lot No. 7, as contained in the aforesaid deed from George W.M. Windsor to the respondent, James L. Windsor, incorrectly refers to a monument as being located on the boundary of Lot No. 6, whereas it should have read on the boundary of Lot No. 8, which said defect can easily be corrected by a confirmatory deed duly executed by the proper parties in interest.

SEVENTH: That this defect was called to the attention of the respondents within the 68-day limitation period mentioned in said contract of sale in order that they, under the terms thereof, might take the necessary steps to correct the same.

EIGHTH: That your orator is prepared to perform his part of the aforesaid contract of sale by payment of the balance of the purchase price, which sum he has repeatedly offered to the respondents; but the said respondents refused to make a conveyance of said property in due form, as they rightfully ought to do.

TO THE END, THEREFORE:

(1) THAT the contract of sale dated January 22, 1945, filed herein as "Complainant's Exhibit A," may be reformed by the insertion on the fourth line after the word "No.," of the words, "Lot No. 7 and the southernmost one-half of Lot No. 8, as designated on the plat of the subdivision of the lands of George W.M. Windsor, located in the Seventh Election District of Anne Arundel County, and being the same property acquired by the said James L. Windsor by the following two deeds: (1) Lot No. 7 by deed from George M.W. Windsor and wife dated June, 1931, and recorded in Liber F.S.R. No. 86, folio 140; (2) Southernmost one-half of Lot No. 8 by the unrecorded deed from Norma May Windsor dated February 24, 1945".

(2) THAT said agreement, so reformed, may be specifically enforced and that the said James L. Windsor and Katherine M. Windsor may be decreed and compelled, in specific performance of said agreement, to convey unto your orator the aforesaid premises upon payment of the purchase money still due and owing by your orator.

(3) AND for 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 JAMES L. WINDSOR and KATHERINE M. WINDSOR, both of whom reside at No. 1118 Monroe Street, Eastport, Maryland, commanding them to be and appear in this Honorable Court at some day certain 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.

Albert J. Goodman
Solicitor for Complainant

Filed May 3rd. 1945.

COMPLAINANT'S EXHIBIT "A"

Jan. 22nd, 1945

Received from Thomas E. Everhart a deposit of One Hundred Dollars Dollars ($100.00) to be applied as part payment of the purchase of Lot __ in Square __, with improvements thereon known as No. __ in the State of Maryland, upon the following terms of sale: Total price of property Four Thousand Dollars ($4000.00).

The purchaser agrees to pay Four Thousand Dollars ($4000.00) cash at the date of conveyance, of which sum this deposit shall be a part.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Jan 22nd, 1945 — Thomas E. Everhart Purchaser

Jan. 22nd, 1945 — James L. Windsor Seller

Katherine M. Windsor Wife of Seller

Property is to be conveyed in the name of _____

Filed May 3" 1945.

COMPLAINANT'S EXHIBIT "B"

THIS DEED, Made this __ day of June, in the year one thousand nine hundred and thirty-one, by and between George W.M. Windsor and Hattie L. Windsor, his wife of Anne Arundel County in the State of Maryland, of the first part, and James L. Windsor, of said County and State of the second part.

WITNESSETH: That in consideration of the sum of Twenty-five dollars, paid by the party of the second part, to the said parties of the first part, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto the said party of the second part, his heirs and assigns, in fee simple:

All that lot or parcel of ground situate lying and being in the 7th District of Anne Arundel County, aforesaid, and described as follows, that is to say:

BEGINNING for the said lot or parcel of ground, it being Lot No. 7, designated on the plot made of the subdivision of the lands of George W. M. Windsor at a locust post standing on the East side of the County Road leading to Sudley, said post a corner boundary of Lot No. 6 and run South 89° 45' East 470 feet to a locust post on the West shore of Rockhold Creek, thence with said shore South 48° 30' West 50 feet to a Locust post, thence leave said Creek and run North 88° 30' West 437.4 feet to a post on the East side of the before mentioned County road, thence North 8° 15' east 27½ feet to the place of beginning.

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 anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentuoned 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 James L. Windsor, his heirs and assigns in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantor.

Test: M. W. Windsor (SEAL)

Roberta C. Rogers. Hattie L. Windsor (SEAL)

State of Maryland, Deale, A. A. Co. to wit:

I Hereby Certify, that on this fourth day of August in the year one thousand nine hundred and thirty-one, before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel Co. aforesaid personally appeared M. W. Windsor, Hattie L.Windsor, his wife, the above named grantors, and their ais acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Roberta C. Rogers Notary Public.

Recorded 11 August, 1931, at 11:15 A. M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. 86, folio 140, one of the Land Record Books 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 27th day of April, A. D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed May 3" 1945.

ORDER OF COURT OVER-RULING DEMURRER.

The Demurrer to the Bill of Complaint in the above entitled case coming on for hearing and being submitted, counsel were heard and proceedings read and considered:

It is thereupon this 1st day of June, 1945 by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged and ordered that said demurrer be and the same is hereby overruled with leave to the defendants to answer the Bill of Complaint provided they do so within twenty days.

James Clark Judge.

Filed June 1st 1945.

ANSWER.

To the Honorable, the Judge of said Court:

The answer of James L. Windsor and Katherine M. Windsor, his wife, to the bill of complaint in this Honorable Court exhibited against them, respectfully shows:

1. Your Respondents admit that they owned Lot No. 7 on the 22nd day of January, 1945, but deny that they owned the southernmost one-half of Lot No. 8 and the Plaintiff's allegation alleges that the Defendants did not procure deed to one-half of Lot No. 8 until more than one month after the execution of the contract of sale so that the Defendants did not own the said property at the time of the execution of the said contract.

2. That these Respondents deny that they ever agreed to sell both Lot No. 7 and one-half of Lot No. 8 but admit that that was the property that they occupied though they deny that they leased Lot No. 7 and one-half of Lot No. 8 to the Plaintiff from October 1st, 1944, but allege that they did rent Lot No. 7 alone to the Plaintiff.

3. Your Respondents deny the allegation contained in paragraph three of said Bill of Complaint and on the contrary allege that there is no description whatsoever in the said contract of sale and it never was intended by them to sell Lot No. 7 and one-half of Lot No. 8.

4. Your Respondents deny the allegation contained in paragraph four of said Bill of Complaint and on the contrary allege that on the 22nd day of January, 1945, they were not the owners of one-half of Lot No. 8 and this fact is shown by the Plaintiff's Bill of Complaint in paragraph one thereof and that they were unable and could not have been able to go to a safe deposit box and get two deeds as alleged in the said paragraph.

5. Your Respondents deny that they were so long in obtaining a description to the lot agreed to be sold but that the said Plaintiff or his attorney could have gotten the description of Lot No. 7 from the Record Office any time he desired to get it.

6. That your Respondents neither admit nor deny the allegations contained in paragraph six of said Bill of Complaint.

7. These Respondents admit the allegation contained in paragraph seven of said Bill of Complaint in that they were called to the attorney's office within a 68-day period.

8. These Respondents neither admit nor deny that the said Plaintiff is now ready and willing to purchase the property but they deny that he has ever offered them the balance of the purchase price and not having offered the balance of the purchase price within the time limited for the same in accordance with Exhibit "A" these Respondents contend the contract is now null and void and that the Plaintiff owes them four months rent as he stopped paying rent at the rate of $20 per month in January when he executed the contract and they have so advised the said Plaintiff that his deposit has been retained by them as rent money.

And having answered said Bill of Complaint as fully as they are advised is necessary they pray that the Bill of Complaint be dismissed.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Defendants.

Filed June 18" 1945.

DEPOSITION OF NORMA MAY WINDSOR

Deposition of Norma May Windsor taken on behalf of the complainant in the above-entitled cause pursuant to written notice mailed to George B. Woelfel, Esq., solicitor for the respondents, under Rule 5 of the General Rules of Practice and Procedure adopted by the Court of Appeals of Maryland.

Said deposition was taken at No. 1631 S Street, N.W., Washington, D. C., on Wednesday, July 11, 1945, at 7:30 p.m., before M. Harold Goodman, a Notary Public of the District of Columbia.

Present: Mr. Albert J. Goodman, Solicitor for Complainant
Mr. George B. Woelfel, Solicitor for Respondents
M. Harold Goodman, Notary Public
Grace R. Hartge, Stenographer

Thereupon, Norma May Windsor, a witness of lawful age, first having been sworn in due form of law, was examined and testified as follows:

Direct examination: (Goodman)

1. State your name, residence and occupation.

A. Norma May Windsor. I live at 1631 S Street, N.W., Washington, D. C. I am a member of the Bar of the District of Columbia, employed at the General Accounting Office.

2. Do you know James Langford Windsor and Thomas E. Everhart, the parties to this suit?

A. Yes, I do.

3. Are you related to James Langford Windsor?

A. Yes, I am his sister.

4. Where does your brother, James L. Windsor, live?

A. 1118 Monroe Street, Eastport, Maryland. I am not sure of the number.

5. Do you own any real estate at Deale, Anne Arundel County, Maryland?

A. Yes.

6. From whom did you acquire this property?

A. I acquired it from David and Clara Howell.

7. Did you ever acquire any property from your father, George Washington M. Windsor?

A. Yes.

8. What property did you acquire from him and when?

A. I first acquired Lot 8, as shown on the unrecorded plat of the property of George M. W. Windsor at Deale, Anne Arundel County, Maryland, on November 19, 1931; and I later acquired Lot No. 2, as shown on that plat.

9. Do you own Lot 8 today?

A. No.

10. To whom did you sell Lot No. 8?

A. I sold it to James L. Windsor. I exchanged the northern half of Lot No. 8 and the southern half of Lot No. 8 for Lot No. 2, on my father's plat.

11. Who obtained the northern half of Lot No. 8 from you?

A. Now, I don't know in whose name the deed is made. I think that it is in Paulina Remy's name.

12. Do you remember the approximate date that you conveyed the northern half of Lot No.8?

A. 1936.

13. To whom did you convey the southern half of Lot No. 8?

A. I conveyed that to James Langford Windsor. That was in 1936.

14. Did you prepare, execute and deliver to James Langford Windsor a deed for the southern half of Lot 8 in 1936?

A. I did.

15. Was that deed ever recorded to your knowledge?

A. I don't know.

16. Did James Langford Windsor ever request duplicate deeds from you for this one-half of Lot No. 8?

A. Yes.

17. On how many occasions did he make this request?

A. Well, he made the request this year. In fact, he made the request last year; but I didn't get around to writing him up the deed until this year.

18. In what month did you execute and deliver him a duplicate deed this year?

A. In February, 1945.

19. Do you remember the date in February?

A. No, I don't remember the particular day; I just know it was in February.

20. This duplicate deed to which you refer, was for the southern half of Lot No. 8, was it not?

A. Yes.

21. The deed was properly executed by you and signed and acknowledged before a Notary Public?

A. Yes.

22. Did you deliver this executed deed to your brother, James Langford Windsor?

A. Yes.

23. When?

A. In February, 1945.

24. Did James Langford Windsor own the southern half of Lot No. 8, as shown on your father's plat on January 22, 1945?

A. Well, in view of the fact that I gave him a deed in 1936, I presume that he did.

25. You also gave him another deed in February, 1945?

A. Yes.

26. At any rate, you no longer had any interest in or claim to the southern half of Lot No. 8 on January 22, 1945?

A. No.

27. And you had divested yourself of title to this lot in 1936 to your brother, James Langford Windsor?

A. As far as he and I are concerned, yes.

Cross-Examination: (Mr. Woelfel)

1. Did the 1936 deed describe the property by metes and bounds?

A. Well, I don't think it did as far as the northern line of the southern half was concerned. That perhaps is not clear. For instance, the lot shows that it starts at a certain post and runs 26½ feet. Well, I merely in drawing the half line that is running east and west between the northern and southern boundary, took the line on the county road to run 13 3/4 feet, which would not have metes and bounds because it would not have the surveyor's markings.

2. Then how did you designate the northern boundary of the southern half?

A. I merely said one-half of Lot No. 8, and it would have no northern boundary line by metes and bounds.

3. Then you didn't say 13 and a fraction feet on the public road?

A. Yes, 13 3/4 feet on the public road and then running directly east to Rockhold Creek.

4. Now did you give any degree of that line running from the county road to Rockhold Creek?

A. No.

5. Was that deed made to Langford Windsor and his wife?

A. If I recall correctly, it was made to him.

6. And you claim no interest in Lot No. 8?

A. No, I claim no interest.

7. You don't know what your brother did with the part of Lot No. 8 that you conveyed him, do you?

A. No.

8. I think that is all.

To the general question under the rule, the witness answers:

No.

Norma M.Windsor

There being no other witnesses to be examined on behalf of the complainant by deposition and no further testimony desired at this time, this testimony is now closed and returned herewith to the Circuit Court for Anne Arundel County.

Witness my hand and seal this 11th day of July, 1945.

(NOTARIAL SEAL) M. Harold Goodman,

My commission expires 9/30/45 Notary Public
District of Columbia

Filed July 13" 1945.

THOMAS E. EVERHART, No. 8858 Equity

VS. In The Circuit Court For

JAMES L. WINDSOR and wife Anne Arundel County

TESTIMONY ON BEHALF OF DEFENDANT

(Part of same written up immediately for Judge.)

PRESENT: Mr. Albert J. Goodman, Solicitor for Plaintiff.

Mr. George B. Woelfel, Solicitor for Defendants.

Juliet D. Strahorn, Court Stenographer.

WITNESSES (So far written up._

Mrs. J. L. Windsor, ---------- a - 1

James L. Windsor, ---------- A to U

I hereby certify that the following testimony was taken by me before the Court(Judge James Clark) and by me filed in this case for the record (this being a part thereof so far).

Witness my hand and seal this 21st day of July, 1945.

Juliet D. Strahorn

Court Stenographer.

Mrs. J. L. Windsor, being first duly sworn, deposes and says:-

(Woelfel).

1. You are the wife of the defendant, James L. Windsor, who just testified?

A. Yes.

2. What do you know in regard to the making of this contract?

A. I was there when they approached my husband about it, and at that time he told them he knew Lot 7 was good because he had borrowed money on it, but could not promise anything about the half of Lot 8 because my sister-in-law had given us two deeds for that and we had lost both of them, and my husband went to see if they had been recorded and my sister-in-law said she had not paid any taxes on it and we did not know who owned that. Mr. Windsor read the contract over and asked me to sign it, I said if it's O.K., if you say it is O.K. for me I will sign it. I admit I did not like the country because we had people shooting across the yard at your children, ---

3. Are you and Mrs. Ramey very friendly?

A. No sir.

4. Do you know anything about the cancellation, the recision of the contract?

A. Yes.

(Court)

5. Were you down there last night?

A. No.

6. You were not present when the contract was cancelled?

A. No sir.

No Cross Examination.

James L. Windsor, one of the Defendants, being first duly sworn, deposes and says:-

(Woelfel)

1. You are James L. Windsor, one of the defendants mentioned in this case and you reside in Eastport?

A. Yes.

2. You own a home over there?

A. No sir.

3. You rent a home?

A. Yes.

4. Do you know Thomas E. Everhart?

A. I do.

5. When did you first meet him?

A. I met him one day on or about September with Mr. and Mrs. Manifold, approached me on the job, they wanted to rent my house and I told them I was not particularly interested in renting my house because I had a lot of property on the premises and in the house, they kept on insisting and I told them while I could get $35 a month for the house if they would take care of my house and my stuff I had stored there and give me access to it any time I might wish to get some of it I would let them have the place for $20 to keep it up and make it look good.

6. How much of the place did you rent them?

A. I rented them the house and not the garage, it had a lot of my stuff in it, and half of the cellar and one closet upstairs reserved for me, I had 38 life preservers in there and a lot of other stuff.

7 How much land did you rent him?

A. I did not rent him any land in particular, when he rented the property all he was interested in was the house, and I told him I could not rent him the property because he had not looked in it and I had not looked over my stuff, and they told me were so anxious to get the house they did not look at it they would take it regardless of the condition of the house inside.

8. What was the condition of the house inside?

A. When I left it, to me it looked very good, it had just been re-papered that Spring, I have hard wood floors; hot water furnace with coils and 30 gallon tank. I have water to the gath room none to the sink, all on the same partition, and I had my back porch screened in with removable sash.

9. So it would be a porch in the summer and a sun parlor in the Winter?

A. That's right.

10. What was the condition of the ground when you left?

A. To me it looked pretty good because I had a garden that same Spring and we had some very nice vegetables out of it.

11. Any stumps on the place?

A. There were no stumps, there was some nice oak I had in back of my yard I used for boats, and I let it stay there because seasoned oak is much better than green, I had at least 40 boards 10X12 feet long; 18 20 feet long, 2X12's and 2X10's.

12. Are they there now?

A. They are not.

13. Where are they, if you know?

A. At a distance the last time I was down there I recognized my boards on the pier.

14. Did you have a keel there?

A. I had a keel 52 feet long that I hauled all the way from Laurel, Md. out of a sugar place, and it was a prize piece of lumber 10X10 either 50 or 52 feet, because I intended using it as a boat keel, it had a couple of wind shakes in it but I intended to chisel them out and use it.

15. Is that piece of lumber on the place now?

A. It was not the last time I was there,-all of it. It had been sawed up.

16. You did not tell him how much land he was to get?

A. I did not, the land was not mentioned when he rented the property, all he wanted to do was to get in the house as he had no place to go.

(Court)

17. How much land in these two lots?

A. I would say about quarter of an acre (1/4 acre) in the two lots, maybe little better.

18. Is there a fence between you and Mrs. Ramey, your sister?

A. There is.

19. Is that the one you paid one-half for it?

A. No. I did not pay for half of that fence of my own accord. The one-hald was deducted from money that I had for mechanic's wages when I built my sister's home for her.

20. Where is the septic tank on that property?

A. Right opposite the porch.

21. Is it on Lot No. 7 or half of Lot No. 8?

A. It is built on lot No. 7 at least 15 feet from the boundary line.

22. Were there any cow vines on your premises?

A. A few cow vines had cluttered around this piece of white pine keel, and a little honeysuckle I had to clean away every Spring around my garage, and also a few weeds had grown up around the pile of oak lumber I had stored up on the South side of Lot 7

23. Tell us what you know about this Contract introduced in evidence?

A. After these people had rented this property for so long he came to me and he wanted to buy it. I don't remember dates they came so many times. The whole jist of the conversation was I would take $4,000 for this property.

(Court)

24. For what property?

A. Lot No. 7 and the house that I own and had borrowed money on from two Building and Loan Institutions in Annapolis.

25. Was that specifically mentioned?

A. Nothing was specifically mentioned.

26. You were being asked to tell exactly what was said, he asked you what property it was and you said "Lot No. 7" and I ask you if that was specifically mentioned and you said "No", what is correct?

A. Yes, it was specifically mentioned, Lot No. 7; I said another part of that property Lot 8 I could not sell him because did not belong to me, but I specifically owned Lot 7 and the house.

27. Did you tell him you had borrowed money on the Lot 7 and the house?

A. I did.

28. You told him you did not own No. 8?

A. I told him I did not know because after he mentioned the sale I went up and found no deed recorded in my name other than No. 7.

29. The first time you ever talked to him what did you sell him? Did you sell him any part of Lot No. 8?

A. Yes, if it belonged to me.

30. When you first talked to him you did not say anything about Lot No. 8 you just sold him everything you owned there?

A. That's right.

31. Prior to the time you made up the Contract you found out you did not own Lot No. 8 of record?

A. That's right.

32. Then what did you tell him prior to that?

A. I told him I could not sell No. 8, I had no deed.

33. Was that prior to making up the Contract or before Mr. Goodman got into it?

A. Before that, because when he came to me the second time I could not locate No. 8 deed, I had an idea I had recorded it and left it at the Court House and when I went to the Court House was none there.

(Court)

34. Was this before you sold the property?

A. That was when the deal was made that day when the Contract was signed.

35. What did you say to him before the Contract was signed?

A. When he started talking about buying the place I said before I sign any contract or get mixed up in any real estate litigation I want you to understand I am not going to work to try to clear up any deeds, if you want this property as is you can have it, because Mr. Melvin thought enough of it to loan me money on two different occasions and when he searches title to property for me and it's good enough for me to live in for 12 years and I have lived on it for 12 years. He said "we will sign this contract and there is a Lawyer in Marlboro I am going to get to look it up "and I said "why don't you go to the man who drew the deed," and he said this man is doing it cheaply for him.

36. What did you sell the man, I want to know what you sold him?

Did you sell him everything down there you owned?

A. I sold him No. 7,-

37. You had bought 1/2 of No. 8?

A. Yes.

38. You had paid for it?

A. Yes.

39. You had used it for your own?

A. Yes.

40. It was included in the property he was in possession of?

A. If I could locate it, yes.

41. When he was in possession you had merely rented him the house?

A. I did not rent him what I sold him, I only rented the house.

42. How much land were you reserving out of that quarter of an acre?

A. I could not split it. I had $500 worth of stuff on that property and I did not rent him that too.

43. You did not reserve any particular part of that quarter acre?

A. No sir, the property was there and he could use it.

44. He could walk around your property?

A. Yes.

45. You did not reserve any part of that quarter of an acre?

A. No sir.

46. When you sold him that property you did not reserve any part of it?

A. No sir but I did reserve the part of the garage where I had my stuff.

(Woelfel)

47. There was no description in the Contract how was that omitted?

A. I was not sure of what number lot I was living on and I could not put numbers on the lots until I got the deed.

48. Did you agree to give him all of Lot 7 and 1/2 of lot 8?

A. If I could clear it up, yes.

(Court)

49. That was your understanding, if you could clear it-up that was his property?

A. Yes.

50. Are you willing to sell it to him now?

A. Yes.

51. Then what's the use of this litigation now?

A. Because the piece of property I negotiated about is gone, I did not get money to buy the farm, he never offered me a certified check, he kept talking to me about it, he never offered it.

(Woelfel)

52. Then what happened after the contract was signed?

A. I secured the deeds from Mr. Everhart, I wrote to my sister and got half of Lot 8, and they gave the deed to Mr. Goodman.

53. Who gave the deed to Mr. Goodman?

A. Mr. Everhart.

54. (Court) You gave the deed for the whole of Lot 7 and half of Lot 8 to Mr. Everhart?

A. Yes.

55. You did that because you were selling him the whole of Lot 7 and half of lot 8?

A. That's right.

56. Then what occurred?

A. Mr. Everhart called my wife and told her to tell me to see Mr. Goodman; I called there and he was not in and I stopped by his home, and Mr. Goodman told me, as he understood the deed, if I was there first I owned lot No. 6 and lot No. 7 but if the people owned lot No. 6 were there first they owned Lot No. 7 and far as half of lot No. 8 there was no such land in the picture at all, and I told Mr. Goodman that let the deal out far as I was concerned because I told them I was not getting messed up with any such deals and I was going to call and get my deeds back. The next morning I stopped at Goodman's office and Mr. Goodman turned around and asked his Secretary if he should let me have the deeds, and I said "if that's the way you feel about it, I will contact Mr. Everhart and have him authorize you to deliver me the deeds."

57. Then what happened, did you go see Mr. Everhart?

A. I went down to Everhart's a couple of nights afterwards and I walked in and I told him far as I was concerned he could forget the deal, he had done the very things he said he was not going to do, and I was sick of the whole mess.

58. Then what happened?

A. Mr. Everhart said he was very sorry I felt that way about it, he would call Mr. Goodman and authorize him to release my deeds.

59 (Court) What date was that?

A. That must have been around April because that was after my sister came back from Florida.

60. After she came back from Florida you went to see Everhart and told him you were sick of the whole mess?

A. Yes.

61. What else?

A. He seemed to be very amenable.

62. What else did you tell him?

A. That was all I told him, I was fed up with the whole mess, that his lawyer could not clear up the deeds, it was good enough for me to live there for 12 years and if I could live there I did not see why he could not live there.

(Court)

63. Just what is your reason for refusing to carry out this contract?

A. Because Mr. Everhart had fully decided not to buy the place, he asked me how long he could stay there to get another place, and he did not change his mind until my sister and brother-in-law came back from Florida.

64. When did he tell you he was going to give up the place?

A. He told me that the night I took my little girl down there, after I got the deeds, I wanted a set of main banks for a Dodge motor, he promised to look them up for me, and he brought the subject up again and my sister was there and he asked could he send for her, I did not object, and he did and she came in and asked me why I changed my mind, did I know they could force me to sell this property. I said "what's your interest in it", and she said "well, I like to see you convey it, you made an agreement", and I said "I cannot sell the property because it belongs to you".

After I got those deeds I went to the Court House and I tried to record half of lot No. 8 and I was told that that whole piece of property had been transferred.

65. Did you go to the recording office or Clerk's office?

A. I went to the Clerk's office.

66. Did you take the deed to them?

A. I had the deed in my hand and they would not record my deed, and got a couple of ladies to look around and found the other half of 8 had been transferred to Mrs. Pauline Ramey and she had been paying taxes on it for seven years. This night she said she could clear these deeds, and I said if you can do that why don't you clear it up instead of paying taxes on it for seven years, and she said "it's just one of those things".

67. (Court) Why do you refuse to clear this property, because you don't have a good title or because the other deal fell through and you don't have the money?

A. Because these people were perfectly satisfied to forget the deal; he followed me to my car when my daughter was with me and asked me how long he could stay there before he had to move, and I said a reasonable time so he could get another house. He came up with my brother-in-law and he wanted me to give my brother-in-law the deeds and I said "No, I would not give you anything", and he said why would I not gove my brother-in-law the deed, and I told him "I did not have enough confidence in the Rameys to trust him with a red hot stove".

68. One of the Rameys is your sister, who testified?

A. Yes.

69. What occurred the night you and your daughter went down there?

A. That was the night my sister told me they could force me to convey the property.

70. (Court) Was that the night the deal was called off?

A. The deal was called off when he authorized Goodman to give me the deeds back?

71 That was the night Mr. Norfolk was with you? What did he say the night your daughter was there?

A. He said he was sorry it was that way. I told him he had an opportunity to buy the place with the deeds as were, and my sister said "you cannot blame the man for wanting a clear title; it's not in the title it's just a mistake in writing of the deed".

72. What did you tell your sister?

A. I told my sister the man had a right to buy the place as was, that was one of the stipulations to buy it as was. He never showed me any money, he never offered any money,

he always talked about ten days time, but I have never seen any money.

73. (Court) Why did you not give him his money right back?

A. Because he owed me most a hundred dollars for rent.

74. You did not give him back any part?

A. I sent it back to him here in town, I did not see any point in giving him his money back because if I did not get my money he had no tangible property I could get mine out of.

75. You never asked him for any rent except for the time he paid you, except the time you tried to take it off the check?

A. That's right, and he never offered me any.

76. You did not send him any money until he wrote you a letter demanding you comply with the Contract?

A. That's right.

77. He wrote you on April 11th and you sent it back on the 16th?

A. That's right, I thought he was to look around and get a place.

78. He was renting your place?

A. Yes, but he was back in his rent.

79. He paid no rent since the time of the Contract?

A. No.

80. You did not ask him for any rent?

A. That's right.

81. If he was not a buyer he must have been a tenant?

A. That's right.

82. Did you give him any written notice to get out?

A. No, I did not, none of our agreements were drawn up in any form except the rent my wife gave him a receipt for the money.

83. You got the money?

A. Yes, but I did not get my 50 feet of keel, I did not get the steel drums or a $25 gill net.

84. Is that the reason you are not conveying the property?

A. No sir.

85. I want to know why you are not conveying the property?

A. Because the man was satisfied not to complete the agreement, he had no money.

86. He says now he is ready and has the money. If he is willing to take the deeds and pay you the money are you willing to convey to him?

A. Only if you will get me that farm I was going to buy.

87. Is that it, on account of the farm, that's the real reason?

A. Yes, because if I can't get the farm the money is no good to me. (Woelfel)

88. I understand when you went down with Norfolk you were willing to call the deal off and so was Everhart?

A. That's right.

89. How much improvement did Everhart put on your property?

A. I know of the wharf he was supposed to put there for his own accommodation, and I told him if I could get down there one Sunday I would help him.

(Court)

90. The price was $4,000 paid in 68 days?

A. Yes, and the price I was going to buy the farm was $4,000, the old Nutwell property on Muddy Creek Road.

91. How much cleaning up was done?

A. Most of the cleaning up I saw was usable lumber that's missing.

92. Were any stumps there cleaned up?

A. There were no stumps on the place, they were over two inches in diameter.

93. Were any cow vines on the place?

A. There were some around the white pine keel I could have cleaned off in four hours.

94. Any work done inside of the house?

A. I could not tell you because he refused to let me go in after my stuff and I could not see what he had done. I did see where he had run BX cable on the back porch looks like it went to the ice refrigerator, they installed the ice box. There was no ice box there when I left the place. On the porch that was.

Cross Examination.

(Goodman).

1. This conversation you had with Mr. Everhart about cancelling your contract took place at his home after you had seen me at my home, is that true?

A. That's right.

2. You came to see me on Sunday morning, is that right?

A. I think you are right.

3. At that time you recall me talking to you about 1.2 of Lot No. 8 and Lot No. 7?

A. I do.

4. I told you that half of Lot No. 8 was all right?

A. I am sorry, you did not.

5. Did I tell you any difficulty about that deed?

A. You told me I did not have any claim to half of Lot No. 8, that was out of the picture.

6. You had given Mr. Everhart a deed to that?

A. That's right.

7. That deed was properly signed by your sister? And was Notarized?

A. That's right.

8. It was in proper form?

A. I don't know whether it was or not.

(Court)

9. Where is that deed now?

A. It's home.

10. You have it in your possession?

A. Yes, and the deed is good, I always told him it was good.

11. Why didn't you bring it to Court with you?

A. I did not think it was necessary.

12. Were you served by the Sheriff with a summons deucus tecum to bring the deed?

A. My sister had the deed.

13 (Court) Have ypu got that deed now?

A. It's home somewhere, yes sir, I am sure it is in my possession.

14. I asked you why you did not bring it to Court when you were summoned to bring it to Court?

A. When was this?

15. Did not the Sheriff come down and serve you with a summons before your last hearing?

A. Yes.

16. Did not that read you were to bring into Court the deed for one-half of lot No. 8 you received on February 24th, 1945 from Norma May Windsor?

A. If it did it's just a mistake on my part. He served me with a subpoena.

17. He left a copy of that notice with you?

A. He did.

18. Did you have that deed with you at the last hearing?

A. I looked around for it and I could not find it, I still believe it's in my house.

19. Have you looked for it since?

A. I have looked for it and have not found it yet.

20. You realized you had delivered to me through Mr. Everhart the deed to one-half of Lot 8?

A. That's right.

21. And I had in my possession the deed to Lot 7?

A. That's right.

22. Did I not tell you that the description contained in the deed to Lot 7 was wrong?

A. You did.

23. I told you furthermore that according to that description you received Lot 6 instead of Lot 7?

A. That's right.

24. And did you not tell me that that was impossible that your father gave you that deed and it could not be wrong?

A. No sir.

25. What did you tell me?

A. I told you Ridgely P. Melvin had looked that property up twice and any time he looks property up for me it was good as long as I live, and they could forget the deal.

26. Then you decided immediately you were not going to go through with the transaction?

A. I told you the deal was called off provided they did not want the deeds as was.

27. Did you say that?

A. I said that.

28. Were you angry when you talked with me about it?

A. Well no, I was just disgusted.

29. Were you disgusted with me?

A. No, I just figured if I was going to take a deed and run back to the man who drew it up and search it every time a lawyer told me it was no good I would wear a path out to some lawyer's office.

30. Were you angry at me?

A. No.

31. Were you disgusted with me?

A. I was.

32. Were you disgusted because I said the description was wrong?

A. No, I was not disgusted, if I said that it was an error.

33. You were not angry when you left my home?

A. No.

34. You did not tell me you wanted those two deeds back so you could correct the description?

A. No.

35. Why did you want them?

A. I wanted those two deed to keep, at any time he wanted them he could have them within the limited time that was described in the contract.

36. You did not say that to me?

A. No, I merely told you if he did not want these deeds as was he could forget the deal.

37. Did you ask me then for the deeds?

A. No, I told you I would drop by the next day and get them.

38. What day was it you were to get the deeds? That was the 18th of March you were in to see me?

A. Far as the dates are concerned they are hazy.

39. When you left you intended to get the deeds from me?

A. That's right.

40. I told you you could not have the deeds until Mr. Everhart authorized me to return them to you?

A. Not at your home, you did not tell me that until at your office, and when I asked you for the deeds at your office you turned to your Secretary and asked her, we did not discuss about getting the deeds there, then I said I would come to his office.

41. You left my home with the understanding that if Mr. Everhart would not take the deeds as they were he would not have to take the property at all?

(No answer)

42. Do you recall signing that contract which is filed, you did sign it?

A. That is my signature, yes.

43. Did you read this contract?

A. I read it about two-thirds through.

44. Did you read that part which says "in case legal steps are necessary to perfect the title such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will be extended for the period necessary for such action?

A. No, I would not have signed it if I had.

45. (Court) You can read and write?

A. Yes. It is not a question of my trying to duck that contract or the issue of that contract, I did not read it carefully or study it, my mind was not legal enough to thoroughly understand it.

46. After you left my house disgusted, as you say, you went to see Mr. Everhart at his home?

A. Yes.

47. When you saw him did you complain about his having allowed me to search the title to that property?

A. No, I laughed at him because he was crying about spending $75 for nothing, and I told him that was what he got for not going to the man he said he was.

48. Was it because he obtained me to examine that title that you cancelled that sale?

A. No.

49. You are sure when you asked Mr. Everhart to call me to return those deeds to you that you did not say you would get the title straightened out?

A. How could I get it straightened out if you could not?

50. Did you tell Mr. Everhart you would straighten it out?

A. I did not, I told him I would never straighten them out, he could have them as was.

51. You did not tell him anything about purchashing a farm?

A. I did not.

52. Today is the first time you ever mentioned the fact you planned to use the money to buy a farm?

A. In reference to what?

53. In feference to your reason for cancelling the contract?

You never mentioned that to the Rameys?

A. I never had any conversation with him but one time.

54. You never mentioned that to Mrs. Ramey?

A. No.

55. You recall Mr. Ramey accompanying Mr. Everhart to your place of employment after you had cancelled this contract and asked you to reconsider it?

A. I don't remember cancelling the contract at that time, the 68 days were gone, it automatically cancelled.

56. (Court) Is it your defense that the contract was rescinded by you by another contract down there that night, or it had expired because of the 68 days; or whether you refused to convey because of the 68 days having expired?

A. I would not accept the man's money because my deal fell through because he would not give me the money.

57. Which of these propositions I just asked you?

A. You want to know what's responsible for the cancellation of the contract?

The fact he did not give me the money within 68 days or the fact that,-

58. You testified a little while ago that you and Everhart agreed to call the deal off?

A. We did.

59. Which is your defense to this case, because the deal was called off or not completed within the 68 days?

A. The deal was called off after the 68 days had expired, he had two weeks after that to get me the money, the deeds were there.

The last day he came up with my brother-in-law he still wanted ten more days to get the money, that's when I told him nothing to do, the contract had expired it was not necessary for me to tell him that my deal feel through because I had no money from him.

60. Did you have a written contract to buy that farm?

A. No sir I could not get a written contract without a down deposit and I was not sure of my deal, I only had $100 on a $4,000 proposition, I could not have got it, if I wanted to talk business with that man unless I put $500 down.

61. You had made no negotiations with the man for the purchase of the farm?

A. Mr. Parks made the proper negotiations.

62. You had not seen the owner or offered to buy the farm from him?

A. No.

(Court)

63. You say you never saw the owner of this farm?

A. I saw him but I never talked actually with him, I, more or less, told Mr. Parks to make the proper inquiries, I told my wife I was going to buy a farm.

64. You never really tried to buy it and did not know what it would be bought for?

A. Mr. Parks told me.

65. All you know was a farm available at a certain price?

A. It was not sensible for me to talk to him because I had no money.

66. Mr. Everhart testified when you first came to see him after your visit to my house no mention made of cancelling the contract at all, is that true?

A. It is not true.

67. He testified further all you did on that visit was to ask him to call me so you could obtain the two deeds to atraighten them out, is that true or not?

A. That's what he testified to.

68. Is that true or not?

A. It is not.

69. He testified further that on April 8th you again came to his house and it was on that date you told him the deal was off, is that correct?

A. I had been telling him that since I got the deeds from you, if he did not want the deeds as was he could forget the proposition.

70. You saw him once at his home?

A. I saw him several times.

71. Is it correct the first time you mentioned anything about the deal being off was April 8th, 1945, the second visit you made to his house after seeing me at my home?

A. That was the second time to my knowledge.

72. Is it correct it was not until that visit you told him the deal was off?

A. That's right.

73 Mrs. Ramey was present at that time, and Mrs. Everhart?

A. That's right.

74. It was then you told him for the first time that the 68 day period had elapsed, is that true?

A. Was the time Norfolk was along.

75. That was the time Mrs. Ramey and Mrs. Everhart was there?

A. Mrs. Ramey was there both times.

76. That was not the time Norfolk was with you?

A. No.

77. The 68 days had not elapsed on March 28th when you first went to Everhart's home after your visit to my office?

A. I think it had, I think it must be a mistake in the dates because when Mrs. Ramey came into the deal the time had expired.

(Court) 78. When you and Everhart signed that contract you did not have your deeds there then?

A. No sir.

79. Is it correct you agreed not to put the number of lots in just then, but you would put them in after you got the deeds out of the Safe Deposit Box?

A. I intended to sell him the property, yes.

80. Was it agreed these numbers would be put in after you got in the Safe Deposit Box?

A. No, that was not mentioned, it was just a legal matter we overlooked, but I intended to sell him the property I was on, it was not a matter of putting lots in, he would still have got the property.

81. How long after the contract was signed was it you delivered the deeds? You went and got the deed from your sister after you sold him the lots?

A. No, I wrote to her and got the deed, but I did not tell him half of lot No. 8 was good, I thought the whole prpperty was good.

82. You meant to give him the half of Lot 8?

A. If it was mine, yes.

83. And it was your intention to convey him the whole property?

If he pays you the money now would you be willing to convey it?

A. I would not convey.

84. You remember Mr. Everhart came to your place of employment and asked you to re-consider your decision not to sell to him on April 10th, and Mr. Ramey was with him?

A. I remember that day.

85. That was at your place of employment?

A. That's right.

86. How long was that after you had been to his place and concelled the contract?

A. I think that was between two and three weeks.

87. Did he tell you he would be willing to give you a certified check for $4,000 within ten days then if you would execute the deed to him?

A. Who was I supposed to give the deeds to?

88. You were supposed to sign the deeds yourself. Do you remember his telling you he would give you a certified check for $4,000?

A. If I would give Mr. John Ramey the deeds.

89. He did offer that?

A. Yes.

90. And you refused?

A. I told him I would not give John Ramey my deeds, and after he walked away I told him,- and Mr. Ramey said "let us go" and Mr. Everhart stayed there and asked me again how much time I would give him to get another place.

91. Was Mr. Ramey standing there?

A. He had walked away.

92. Remember Mr. Everhart telling you he had put a lot of improvements on the place?

A. Yes, I also remember Ramey telling me he had put $2,000 on the property.

93. Did he ask you to convey to him because he has gone to all that expense?

A. He asked me to give him the ten days.

94. You still refused?

A. Yes.

Re-Direct.

(Woelfel)

1. Are you willing to pay him for the work he has done on the place?

-------Objection.

2. Do you want anything that belongs to Mr. Everhart?

-------Objection. Sustained.

A. No.

3. Are you satisfied to pay Mr. Everhart for any expenditures he made on the place?

A. If the work was properly appraised by disinterested parties, yes.

4. You are satisfied to apply the $100 he has paid on account of the rent?

A. I am.

5. You wrote him a letter to that effect?

A. I did.

Exh. #1 Receipt filed with testimony.
Filed July 21st. 1945.

Complainants' Exh.2 on Page 329

COMPLAINANT'S EXHIBIT _

THIS DEED, Made this fourth day of September, in the year of our Lord One Thousand nine hundred and thirty-six, by and Between Norma May Windsor of Anne Arundel County, party of the first part, and Pauline Windsor Remey of said county party of the second part:

Witnesseth, that in consideration of one dollar paid by the party of the second part to the said party of the first part, the receipt of which she does hereby acknowledge to be paid, etc. the said party of the first part does grant and convey unto Pauline Windsor Remey, party of the second part, her heirs and assigns in fee simple, all that piece or parcel of ground, situate lying and being in Anne Arundel (Deale P. O.) County, in the State of Maryland, being one-half of the same land which the said party of the first part Norma May Windsor obtained from George W.M.Windsor and Hattie L. Windsor his wife, by deed dated the nineteenth day of November 1931, recorded in the Land Records of Anne Arundel County, Maryland, in Liber F. S. R. #96, at folio 349, and being described as follows, to wit:

One half of said lot or parcel of ground beginning at a post standing on the east side of the County Road leading from Deale Post Office Via Rockhold Creek Bridge to Sudley and 135_ feet southerly from a stone a corner boundary of the lands of Percy Marshall and run from said post South 8° 15_ West 27.5 feet to a post thence leave said road and run a straight line Easterly to the shore of said Creek a corner boundary of the lands of Mrs. Susan Crandell thence run with said shore North 48° 30' East 50 feet to a post thence leave said shore and run with the lot of Pauline Windsor a straight line Westerly to the post the place of beginning Containing about 2.5 of an acre of land more or less the same being Lot No. 8 on Plat_the said half of said lot in question to be that part of above described lot which is adjoining to the lot of Pauline Windsor.

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

To Have And To Hold the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use benefit and behoof of the said Pauline Windsor Remey.

And the said party of the first part covenants that she will warrant specially and generally the property hereby conveyed; that she is seized of the land hereby conveyed; that ha__ a right to convey said land; that the said party of the second part shall quietly enjoy said land; that she has done no act to encumber said land; and that she will execute such further assurances of said land as may be requisite.

WITNESS hand and seal.

Test: Dorothy Jost. (Miss) Norma Mary Windsor) Seal)

DISTRICT OF COLUMBIA SS:

I Hereby Certify that on this 16th day of September 1936, before the subscriber, a Notary Public of the Dist. of Columbia, personally appeared Norma May Windsor did acknowledge the aforegoing Deed to be her act.

In Testimony Whereof, I have affixed my official seal this 16th day of September A.D. 1936.

(Notarial Seal) Dorothy Jost Notary Public

Recorded Oct. 7, 1936, at 2:16 P.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. A. M. No. 156, folio 64, one of the Land Record Books 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 13th day of July, A.D. 1945.

(COURT SEAL) John H. Hopkins, 3rd., Clerk.

Filed with Testimony.

Exhibit No. 4

Deale, Maryland April 11, 1945

Mr. James Lankford Windsor
President Courts
1118 Monroe Street Eastport, Maryland

Dear Mr. Windsor:

I refer to the contract to sell entered into between us on January 22, 1945, the subject matter of which is, in brief, your promise to sell to me Lot 7 and one-half of Lot 8 for $4,000, of which $100 has been paid, the sale to be consummated within 68 days or any longer period as is reasonably necessary to complete the legal details incident to the transfer of the property.

I hereby give you notice and require you to complete the contract to sell referred to above. May I have your answer in writing by 1 P.M. on the 21st of this month? If no answer is received by that time, I feel I must take proper steps to protect my interests

in this transaction.

Very truly yours

Thomas E. Everhart.

Filed with Testimony

Exhibit #5

April 16th, 1945.

Mr. Thomas E. Everhart,
Deale, Maryland.

Dear Mr. Everhart:

Pursuant to your notice that you did not desire to purchase my property, I am returning you your hundred dollar deposit minus the sixty dollars for rent which you owe me for a house of mine in which you live. This cancels the contract, if such existed, and places us both back in a position where we were before the signing of the alleged contract.

Very truly yours,

J. L. Windsor

Filed with Testimony.

Exhibit #6.

Deale, Maryland April 20,1945

Mr. James Lankford Windsor
President Courts
1118 Monroe Street
Eastport, Maryland

Dear Mr. Windsor:

I have your registered letter dated April 16, 1945, postmarked April 18, 1945, in which you state "pursuant to your notice that you did not desire to purchase my property"; you enclose a check for forty dollars and you state that this cancels the contract.

I have at no time given notice, either orally or in writing, that I do not desire to purchase your property. On the contrary, I gave you notice on April 11, 1945, by registered letter, to complete the contract to sell dated January 22, 1945. A copy of the registered letter is enclosed.

Your check for $40 is herewith returned.

Since your letter indicates a refusal to abide by the terms of the agreement to sell, I am consulting my attorney on Monday, April 23, 1945, and shall request him to take the proper steps to require you to sell the property in question in accordance with the terms agreed on.

Your truly,

Thomas E. Everhart

Enclosures.

Check

No. __

Annapolis, Md. April 18, 1945.

County Trust Company of Maryland

Pay to the order of Thomas E. Everhart $40 00/100

Forty ---------- Dollars

J. L. Windsor

Filed with Testimony

Plaintiff's Exhibit _

THIS DEED made this nineteenth day of November in the year one thousand nine hundred and thirty-one by and between George W.M. Windsor and Hattie L. Windsor, his wife, of Anne Arundel County, in the State of Maryland, of the first part and Norma May Windsor of said County and State party of the second part.

WITNESSETH that in consideration of the sum of one hundred dollars paid by the party of the second part to the said parties of the first part the receipt of which they do hereby acknowledge and themselves to be therewith fully satisfied, contented and paid the said parties of the first -- do grant and convey unto the said party of the second part her heirs and assigns in fee simple, all that lot or parcel of ground situate, lying and being in Anne Arundel County, Maryland, aforesaid and described as follows, that is to say:-

BEGINNING for the said lot or parcel of ground at a post standing on the east side of the County Road leading from Deale Post Office via Rockhold Creek Bridge to Sudley and 135.---feet southerly from a stone a corner boundary of the lands of Percy Marshall and run from said post south 8° 15_ west 27.5 feet to a post thence leave said road and run a straight line easterly to a post on Rockhold Creek standing 355 feet north easterly from a stone on the shore of said Creek, a corner boundary of the lands of Mrs. Susan Crandall thence run with said shore north 48° 30' east 50 feet to a post, thence leave said shore and run with the lot of Pauline Windsor a straight line westerly to the past the place of beginning. Containing about 2/5 of an acre of land, more or less, the same being Lot No. 8 on plot.

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 anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages to hereto belonging or appertaining unto and to the proper use and benefit of the said Norma May Windsor, her heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted; and they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantor.

Test: Roberta O. Rogers

Geo. M.W. Windsor (SEAL)
Hattie L. Windsor (SEAL)

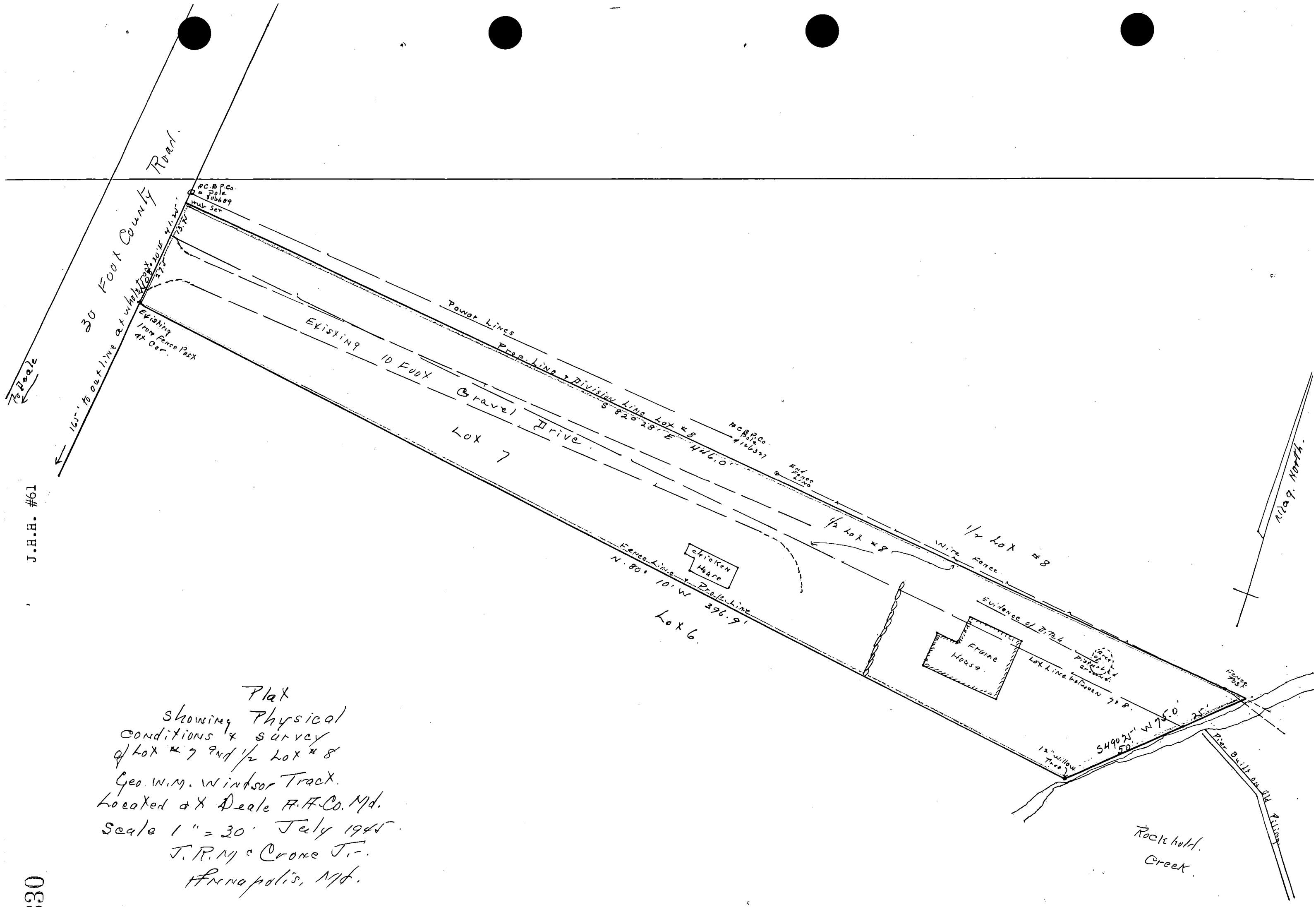
State of Maryland, Deale, to wit:
I hereby certify that on this nineteenth day of November in the year one thousand nine hundred and thirty-one before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel Co., Md. aforesaid, personally appeared George M.W. Windsor and his wife, Hattie L. Windsor, the above named grantors and did acknowledge the foregoing deed to be their act. As witness my hand and Notarial Seal.
(NOTARIAL SEAL) Roberta O. Rogers Notary Public

Recorded April 9, 1932 at 10-15 A.M.

State of Maryland, Anne Arundel County, Set:
I hereby certify that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 96, folio 349, one of the Land Record Books 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 13th day of July, A.D. 1945.

(COURT SEAL) John H.Hopkins, 3rd., Clerk.

Filed with Testimony.



Plat
showing Physical
conditions & survey
of Lot #7 and 1/2 Lot #8
Geo. W. M. Windsor Tract.
Located at Deale A.A. Co. Md.
Scale 1" = 30' July 1945.
J. R. M. & Crone Jr.
Annapolis, Md.

J.H.H. #61

330

OPINION AND DECREE. 27 July 1945

The defendant, James L. Windsor, owned a property situate and lying at Deale, this county, consisting of the whole of Lot No. 7 and the southernmost half of Lot No. 8 on an unrecorded plat of certain lands of George W. M. Windsor. He had acquired said Lot No. 7 from the said George W. M. Windsor and wife, by deed acknowledged the 4th day of August, 1931, and duly recorded among said county's land records in Liber F. S. R. No. 86, folio 140, etc; and the southernmost half of said Lot No. 8 from Norma May Windsor, his sister, in 1936. He and his family had lived on and occupied this property for some years, but moved to Eastport in the summer of 1944. In the latter part of September, 1944, he rented the property to the plaintiff at $20.00 a month, and the rent for five months, beginning October 1, 1944, and ending February 28, 1945, was paid in advance.

Along about Christmas, 1944, the plaintiff opened negotiations for the purchase of the property. Mr. Windsor asked $4,000.00. The plaintiff demurred; but finally agreed to pay it. On January 22, 1945, they undertook to reduce this contract to writing. Instead of employing a lawyer, they tried to use a blank form printed in Washington, and evidently designed for use in that part of Maryland which is contiguous thereto. The spaces left for the description of the property simply referred to the lot, square and street number as follows:

"Lot ---------- in Square ---------- with improvements thereon known as No. ---------- in the State of Maryland,".

Mr. Windsor did not, at that time, recall the numbers of his lots, and instead of writing in that the property being sold was the property which the purchaser was then renting from the seller, and on which he, the purchaser, then resided, they decided that the description could not be filled in unless and until Mr. Windsor went to his safe deposit box and got the deeds under which he had acquired the lots. He located the deed for Lot No. 7 but could not find the deed for the southernmost half of Lot No. 8. He reported this to the plaintiff and stated that he would procure a duplicate from his sister. This duplicate was executed on the 24th day of February, 1945; and thereupon Mr. Windsor delivered the deed for said Lot No. 7, as well as the duplicate for the southernmost half of Lot No. 8 to the plaintiff; but they neglected completing the written contract by writing in the description.

Mr. Everhart turned over both deeds to Albert L. Goodman, Esquire, of the Annapolis Bar, on February 28, 1945, and instructed him to examine the title; and that Mr. Goodman promptly did.

Upon the examination of the title, Mr. Goodman discovered an error in the description of said Lot No. 7 as contained in the deed from George W. M. Windsor and wife to the said James L. Windsor, in that the beginning point of the description of said Lot No. 7 was said to be "at a locust post standing on the east side of the county road leading to Sudley, said post a corner boundary of Lot No. 6", when, in truth and in fact, said post was a corner boundary of Lot No. 8. As the Court understands the situation, the "county road leading to Sudley" runs nearly north and south. The lots in question extend from this road almost due east for some four to five hundred feet to the west side of Rockhold Creek. Lot No. 6 is the southernmost of the lots in question, while Lot No. 7

is immediately north of that, and Lot No. 8 immediately north of Lot No. 7. Lot No. 7 has a frontage of 50 feet on the creek, ---------- and 27.5 feet on the road, while the southernmost half of Lot No. 8 has a frontage of 25 feet on the creek and 13.75 feet on the road. The beginning point of Lot No. 7 is the northwest corner thereof, so it can be readily seen that the post referred to in said deed must have stood at the southwest corner of Lot No. 8 instead of being a "corner boundary of Lot No. 6".

Mr. Goodman reported this error to Mr. Everhart and on March 28, 1945, Mr. Everhart had a talk with Mr. Windsor, and, according to his testimony, Mr. Windsor asked him to give him the deeds so that he, Mr. Windsor, could get the matter straightened out. Mr. Everhart then instructed Mr. Goodman to give Mr. Windsor the deeds and that was done. Mr. Everhart did not see Mr. Windsor again until April 8, 1945, when Mr. Windsor, according to Mr. Everhart's testimony, told him that he, Mr. Windsor, did not intend to convey the property, that he did not intend to bother with trying to get the title straightened out, and that, as the 68-day period mentioned in the contract of January 22, 1945, had expired, the contract was no longer enforceable. Mr. Everhart, according to his testimony, protested and tried to prevail on Mr. Windsor but to no avail; and on April 10, 1945, came to see Mr. Windsor at his office in Annapolis and again told him that he, Mr. Everhart, had bought considerable material for the repair of the property and already expended considerable labor and money thereon, and again insisted that the transaction be completed; but Mr. Windsor still refused.

On the following day Mr. Everhart wrote Mr. Windsor a special delivery letter as follows:

"I refer to the contract to sell entered into between us on January 22, 1945, the subject matter of which is, in brief, your promise to sell to me Lot 7 and one-half of Lot 8 for $4,000, of which $100 has been paid, the sale to be consummated within 68 days or any longer period as is reasonably necessary to complete the legal details incident to the transfer of the property.

"I hereby give you notice and require you to complete the contract to sell referred to above. May I have your answer in writing by 1 P.M. on the 21st of this month? If no answer is received by that time, I feel I must take proper steps to protect my interests in this transaction.".

Under date of April 16, 1945, Mr. Windsor wrote Mr. Everhart as follows:

"Pursuant to your notice that you did not desire to purchase my property, I am returning you your hundred dollar deposit minus the sixty dollars for rent which you owe me for a house of mine in which you live.
This cancels the contract, if such existed, and places us both back in a position where we were before the signing of the alleged contract.".

The check enclosed with this letter was dated April 18, 1945, and the letter was postmarked April 18, 1945. On April 20, 1945, Mr. Everhart wrote Mr. Windsor as follows:

"I have your registered letter dated April 16, 1945, postmarked April 18, 1945, in which you state 'pursuant to your notice that you did not desire to purchase my property'. You enclose a check for forty dollars and you state that this cancels the contract.

"I have at no time given notice, either orally or in writing, that I do not desire to purchase your property. On the contrary, I gave you notice on April 11, 1945, by

registered letter, to complete the contract to sell dated January 22, 1945. A copy of the registered letter is enclosed.

"Your check for $40 is herewith returned.

"Since your letter indicates a refusal to abide by the terms of the agreement to sell, I am consulting my attorney on Monday, April 23, 1945, and shall request him to take the proper steps to require you to sell the property in question in accordance with the terms agreed on."

Mr. Windsor did not reply to this, and on May 3, 1945, Mr. Everhart brought this suit wherein he prays for the reformation of the contract of January 22, 1945, by the insertion of the proper description of the property therein, and for the specific performance thereof as so reformed. The defendants, by their answer, admitted that Mr. Windsor owned Lot No. 7, but, evidently on the theory that the loss of the deed from Norma May Windsor of 1936 had divested him of title thereto, denied that he owned the southernmost half of said Lot No. 8 at the time the contract was signed; denied that they ever intended to sell said half of said Lot No. 8; called attention to the fact that the contract contained no description of the subject matter thereof, and set up that the plaintiff "not having offered the balance of the purchase price within the time limited for the same in accordance with Exhibit 'A' these Respondents contend the contract is now null and void".

At the trial both defendants took the stand, and both admitted that the contract was intended to apply to the southernmost half of Lot No. 8, as well as to Lot No. 7; but Mr. Windsor insisted that the contract had been rescinded.

(1) It does not seem to me that the principles applying to reformation of instruments can be invoked to secure the reformation of the contract in question. The failure to insert the description of the property sold in the contract was not due to inadvertance or mistake, but because both Mr. Everhart and Mr. Windsor thought that it was necessary to procure the Lot Numbers and insert them in the spaces left for that purpose. In that, they were, of course, mistaken; but that is not the kind of mistake the authorities refer to when they speak of reforming an instrument on the ground of a mutual mistake. As I see it, the description was left out designedly and intentionally, in order that what was thought to be a necessary description might be procured and thereafter inserted. In other words, the writing was simply not completed, notwithstanding the fact that the minds of the parties had met and both knew and had agreed on exactly what Mr. Windsor was selling and Mr. Everhart buying. If they had executed the contract believing that a proper description of the property had been inserted therein, or if they had attempted to write a description therein and had made a mistake in so doing, we would have a proper case for reformation; but here they signed knowing that no description of any kind had been inserted. The books are full of cases where contracts have been reformed and then enforced as reformed, but I have been referred to no case where a contract required by the Statute of Frauds to be in writing has been reformed by writing therein something which both parties knew had been left out when they signed it; and I know of no case where the Maryland Court of Appeals has so held. Moale vs. Buchanan II Gill & Johnson 314/Atlantic 2nd 438, Hesson vs. Hesson, 121 Maryland 626, Hoffman vs. Chapman, 34 ---------- are among the familiar examples of the proper application of the doctrine of reformation; but this case does not come within the purview of those cases. This is not a case where the writing itself supplies information from which it

may naturally and legitimately be inferred that the parties intended it to affect a certain definite tract of land as in Helmik vs. Pratt, 153 Maryland 685, where the Court held that parol evidence was admissible to connect the description in the contract with the land to which it refers; but a case where the Court is asked to supply the entire description by parol evidence, when the entire description had been intentionally left out. (See also the instances in Popplein vs. Foley, 61 Maryland 386; Nelson vs. Hagerstown Bank 27 Maryland 51; Mutual Life Insurance Company vs. Metzger, 167 Maryland 27.)

The following explanation of a "mutual mistake" is given in 53 Corpus Juris 945, and, as it conforms to my idea of the Maryland law, I quote it:

"Mutual mistake in relation to reformation means a mistake shared by both parties. It consists in a misunderstanding reciprocal and common to both the contracting parties, when each alike labored under the same misconception in respect to the terms of a written instrument, intending at the time of the execution of the instrument to say one thing and by mistake expressing another.".

The facts of this case do not bring it within the rules so laid down; and reformation must, accordingly, be denied.

(2) But the plaintiff is not without remedy. While a contract required by the Statute of Frauds to be in writing cannot be partly in writing and partly in parol (Frank vs. Miller, 38 Maryland 450; Lazear vs. National Union Bank, 52 Maryland 78; Applestein vs. Royal Realty Corporation, 181 Maryland 171; Markoff vs. Kreiner, 180 Maryland 150), yet when there has been a part performance thereof the Courts will enforce it regardless of whether it is entirely in parol, or partly in writing and partly in parol (Moale vs. Buchanan, supra; Schluderberg vs. Dietz, 156 Maryland 547; Coastwise Petroleum Co. vs. Standard Oil Company, 179 Maryland 337). And when the defendant takes the stand and admits the oral contract, it will be enforced (Trossbach vs. Trossbach Daily Record of June 20, 1945; Hagedorn vs. Hagedorn, 188 N.W. 980, 194 Iowa 172; Ellis vs. Alexander, 8 Pa. Dist. & County, 259).

(a) I doubt if the acts of part performance relied on by the plaintiff are sufficient to remove the bar of the statute.

It is alleged in the bill that the plaintiff "remained in possession and occupied the same (that is, the properly sold) <u>as a purchaser</u> from January 22, 1945, continuously until the date hereof"; and it was for this reason that I overruled the defendants' demurrer. The proof, however, does not measure up to the allegation. Any act of part performance relied on to remove this bar must have been done and performed with strict reference to the contract sought to be enforced. The act relied on must of itself furnish evidence of the identity of the contract. It is not enough that there is evidence of <u>some agreement</u>, but it must relate to, and be an unequivocal evidence of, the <u>particular agreement</u> charged in the bill, and be done solely with the view to the performance of that particular agreement. The act must be part performance of the identical contract alleged, and refer exclusively to the agreement. The act performed should itself tend to show not only that there had been an agreement, but also to throw light on the nature thereof, so that neither the fact of an agreement nor even the nature of that agreement rests solely on parol evidence, the parol evidence being only auxillary to the external

evidence offered by the circumstances of the case itself (Miller's Equity 706 and cases there cited). And when possession is relied on, it must be referable to the contract and not to a distinct title (Miller's Equity Section 707; Hopkins vs. Roberts, 54 Maryland 312; Semmes vs. Worthington, 38 Maryland 298; 58 Corpus Juris 1007). Thus in cases where a tenant purchases a property from his land lord under a parol agreement and simply continuance in possession, the continuance in possession, in the absence of evidence indicating a contrary intention, will be referred to the tenancy even though the original term has expired, and so ordinarily cannot be considered part performance of the contract of sale (Billingslea vs. Ward, 33 Maryland 48). As pointed out in Browne on the Statute of Frauds, Sections 478-480, there is a difference to be noted between the continuance in possession and the taking of it. See also Boehm vs. Boehm, 34 Atlantic 2d 447.

(b) Nor do I feel that the improvements claimed to have been made by the plaintiff have the effect of removing the bar of the statute. While the plaintiff claimed that he had, after he purchased the property, spent considerable money and expended considerable labor in improving the property, (Schluderberg vs. Dietz, supra; Coastwise Petroleum Co. vs. Standard Oil Company, supra; Read Drug Co. vs. Nattans, 129 Maryland 67, 130 Maryland 465; Hall vs. Trustees, 155 Maryland 654), there is no proof that the defendants knew that he was so doing, and, in the absence of such proof, such expenditures cannot be regarded as a part performance of the contract. The improvements made, appear to have been considerably more than a tenant from month to month would reasonably have been expected to make (37 Corpus Juris Secundum 770), but, at the same time, they were not of a character to attract particular attention, and in the absence of a direct showing that the defendants knew the plaintiff was making the same, they should not be charged with such knowledge.

(c) But the admissions of the defendants are, I think, unquestionably sufficient to remove the bar of the statute. As Judge Markell said in Trossbach vs. Trossbach, supra:

"Under existing procedure, the purpose of the Statute of Frauds is to protect a party, not from temptation to commit perjury but from perjured evidence against him. The purpose of evidence is to prove facts. Admissions of a party in testifying, though in form evidence, are in essence not mere evidence, but make evidence against him unnecessary. Cf. General Rules of Practice and Procedure, I, Rule 1; II Rules 1, 2, 4, 6; Scheihing vs. B.& O. R.R. Co. 180 Md. 169, 174. We thing the Statute of Frauds require no more."

In that case the admissions were as to the whole contract; in this the admissions are simply that the subject matter of the written contract was the whole of Lot No. 7 and the southernmost half of Lot No. 8 as contended for by the plaintiff. Certainly if a defendant can admit the whole contract, he can admit a part thereof.

It is not necessary to discuss the evidence in extenso; it is sufficient to say that Mr. Windsor went into detail about the matter and, while at first he was somewhat equivocal, he finally unequivocally admitted that the property he intended to sell Mr. Everhart, and which was the subject matter of the contract, was the whole of said Lot No. 7 and the southernmost half of said Lot No. 8; and Mrs. Windsor, who had been in Court the whole time her husband was testifying, definitely admitted that she knew that the two lots were the property Mr. Windsor was selling and Mr. Everhart was buying; and, as the property belonged to Mr. Windsor, this was sufficient to raise an estoppel and bar her po-

tential right of dower. The contract must, accordingly, be enforced, unless there is some other reason which requires a different conclusion.

(3) The defendants set up in their answer that the plaintiff "not having offered the balance of the purchase price within the time limited for the same in accordance with in the time limited for the same in accordance with Exhibit 'A' these Respondents contend the contract is now null and void". Mr. Windsor in his testimony attempted to set up two other reasons for his refusal to convey; first, that the contract had been rescinded and, secondly, that he had lost an opportunity to buy a farm with the purchase money. While the contract does provide for the consummation of the transaction within 68 days from its date, time was not made the essence thereof; and, under the circumstances of this case, I do not feel that the defendants can take advantage thereof. Mr. Windsor allowed more than a month to elapse before delivering his deeds to Mr. Everhart. Then when a defect was found in the description of Lot No. 7, he took the deeds back with the understanding that he was going to take steps to correct the defect, but, instead of so doing, waited until the period had expired and then attempted to take advantage of the time limit. Furthermore, the contract provides for an extention past the 68 days in order to correct defects in title; and, if there was nothing else in the case, this would protect the plaintiff. I can see no inexcusable delay on the plaintiff's part; and the actions of the defendants do not commend themselves to a Court of Equity (Miller's Equity, Section 662-663).

Nor is Mr. Windsor's suggestion that he lost the opportunity to buy a farm well taken. He never contracted the owner of this farm; never went to look at it; never did anything to evidence a real serious intention of buying it. This was not mentioned in his answer; and it seems to me to have been purely an afterthought.

Nor can I find that the contract was rescinded. Rescission is an affirmative defense, and the burden of establishing it is on the party setting it up. Not only was Mr. Windsor's testimony on this point vague and indefinite, but in many important parts he is flatly contradicted by other witnesses, particularly by Mr. Everhart, Mrs. Everhart, Mr. Reamy, Mrs. Reamy and Mrs. Roach. If the contract was rescinded on April 8, 1945, as Mr. Windsor says, why did he not say so when Mr. Everhart and Mr. Reamy went to him on April 10, 1945? Why did he not set up the rescission in his answer? Why did he attempt to rescind it when he wrote the above quoted letter of April 16, 1945? Mr. Everhart's letter of April 11, 1945, as I read it, was an unequivocal demand for the consummation of the transaction, yet Mr. Windsor undertakes to construe it as a notice that he, Mr. Everhart, did not desire to purchase the property. As it takes two parties to make a contract, so it takes two to rescind one.

Mr. Windsor's letter was nothing but a feeble attempt to make it appear that Mr. Everhart wanted a cancellation; but Mr. Everhart's language precludes any such idea. This is not a case like Grauel vs. Rohe, Daily Record of July 14, 1945, nor Gibula vs. Sause, 173 Maryland 92, where rescission was declared, but like Loughran vs. Ramsburg, 174 Maryland 186, where rescission was denied and where the Court said:

"The rule, generally stated, is that a contract may not be rescinded except by the mutual consent of both parties.

---If the contract had been abandoned, this payment should have been returned. ---And the proof must be clear and positive in order to establish the rescission, cancellation,

or abandonment of the agreement."

(4) Mr. Windsor, in his testimony, referred to the use by Mr. Everhart of certain of his personal property. I do not understand that any personalty was included in the sale. Nothing about personal property was mentioned in the pleadings, and I did not understand that any question pertaining thereto was involved in this case. I shall, accordingly, not attempt to deal therewith, but leave the parties free to litigate any such questions in appropriate proceedings.

(5) While, as above indicated, my chief reason for over-ruling the defendant's demurrer was the allegation in the bill of complaint that "the plaintiff remained in possession and occupied the same (the property) as a purchaser from January 22, 1945, continously to the date hereof", I take the liberty to call attention to the fact that a bill for specific performance need not contain an allegation that the contract was in writing (Horner vs. Frazier, 65 Maryland 1; Campbell vs. Burnett, 120 Maryland 214).
The sustaining of the demurrer would, accordingly, not have availed the defendant; for the plaintiff could have readily amended and forced an answer.

(6) The plaintiff has procured confirmatory deeds correcting the description of Lot No.7, so that matter is out of the way.
The defendant, James L. Windsor, has the duplicate deed for the southernmost half of Lot No. 8 in his possession. The decree will require him to record this deed and thereupon convey the whole of said Lot No. 7 and the southernmost half of said Lot No. 8 to the plaintiff upon the payment of the balance of the purchase money, after the proper adjustments are made.

The plaintiff was in possession at the time he bought the property, at a rental of $20.00 a month, and had paid the rent to February 28, 1945, and is still in possession. The contract provides that rents, taxes, etc., be adjusted to the date of transfer. The defendants have unjustifiably delayed the consummation of the transaction and, accordingly, should not be allowed interest. The plaintiff, however, has had the use of the property, although he has no doubt been delayed in making the improvements he contemplated, and has to that extent been injured.
Taking all things into consideration, I feel that the adjustment should be made as of the date of the transfer, so that in figuring out the account, the plaintiff should be charges with the balance of the purchase money, namely, $3,900.00, and with rent at $20.00 a month from March 1, 1945, to the day of transfer, and should be allowed credit for, or charged with, such other items as may be necessary to strike a correct balance.

27 July 1945 James Clark Judge

THOMAS E. EVERHART, PLAINTIFF
VS.
JAMES L. WINDSOR and KATHERINE M. WINDSOR, his wife, Defendants.

No. 8858 Equity
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY.

This case coming on for hearing, testimony was taken in open Court, counsel were heard, the case submitted, and the proceedings read and considered.

It is thereupon, this 27th day of July, 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the sale of the two Lots which are referred to in these proceedings as the whole of Lot No. 7 and the southernmost half of Lot No. 8, by the defendants to the plaintiff and on the terms set forth in the contract between them dated January 22, 1945, and offered in evidence, be specifically enforced.

(2) That the defendants shall immediately record the deed from Norma May Windsor to James L. Windsor, dated February 24, 1945, conveying the southernmost half of said Lot No. 8, and shall, within ten days from this date, execute (Mrs. Windsor joining therein only for the purpose of barring her potential right of dower) and deliver to the plaintiff a deed with a covenant of special warrant, conveying the whole of said Lot No. 7 and the southernmost half of said Lot No. 8 to the plaintiff, in fee simple, provided the plaintiff simultaneously therewith pays the balance of the purchase money, namely, $3,900.00, plus rent from March 1, 1945, to the date of transfer, at $20.00 a month and plus, or minus, such other sums as may be necessary to adjust the taxes on the property and insurance, if any, to said date of transfer.

(3) That John H. Hopkins, III, Esquire, be, and he is hereby, appointed trustee to convey said property to the plaintiff, in the event the defendants fail to close the transaction within the time aforesaid; and that the course and manner of his proceedings shall be as follows: he shall first file a bond to the State of Maryland in the penalty of $4,000 with a corporate surety, or in double that amount with personal sureties, to be approved by this Court, conditioned, no matter the amount, 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, upon the payment of the balance of said purchase money, with a proper adjustment of rents, taxes and insurance as hereinbefore directed, execute a deed (procuring, if possible, the joiner of the said Norma May Windsor therein), conveying said property to the plaintiff in fee simple; he shall then bring said purchase money into this Court to be paid to the defendant James L. Windsor, after the deduction of the costs of this case, and such compensation to the said trustee, as this Court shall deem proper to allow him in consideration of the skill, fidelity and attention wherewith he shall appear to have discharged his trust.

(4) That if the said Norma May Windsor refuses to join in said deed as provided for in the next preceding paragraph of this decree, then the plaintiff may, at his option, accept a deed from said trustee without her joinder or amend this proceeding so as to bind her interest.

(5) That in the deed to the plaintiff, said Lot No. 7 shall be described as in the confirmatory deeds from Isaac Washington Windsor, Executor, to James L. Windsor, dated 15, 1945, and from Hattie L. Windsor to James L. Windsor acknowledged April 24, 1945, and now in the possession of the plaintiff.

(6) That the defendants pay the costs of this case.

(7) That this Court does not by this decree attempt to dispose of any questions pertaining to the personal property of the said James L. Windsor which was on the real estate involved in these proceedings at the time of the sale thereof to the plaintiff on January 22, 1945, and expressly leaves the determination of any such questions to such further litigation, if any, as may be appropriate.

James Clark Judge

Filed July 27" 1945.

IN THE MATTER OF THE PETITION OF : No. 8859 Equity
EDWARD FRANCES KVIETKAUSKAS : In The Circuit Court For
TO CHANGE NAME : Anne Arundel County.

PETITION AND ORDER May 7, 1945.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Edward Francis Kvietkauskas respectfully represents:

1. That he is a Midshipman in the U. S. Navy, is attached to, and resides at, the U. S. Naval Academy, Annapolis, Maryland.

2. That he was born February 3, 1923 in Philadelphia, Pennsylvania, and has resided at the U. S. Naval Academy, Annapolis, Maryland, for the past two years.

3. That he desires that his name, Edward Francis Kvietkauskas, shall be changed to Edward Francis Kaska for euphonious reasons.

4. He further states that he will graduate from the U. S. Naval Academy in June 1946 and desires his name changed at this time, in order that his diploma will bear the name of KASKA.

Your Petitioner therefore prays that his name be changed to EDWARD FRANCIS KASKA.

AND as in duty bound, etc.

Roscoe C. Rowe — Edward Frances Kvietkauskas

Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 4th day of May, 1945, before me, the subscriber, a Notary Public, in and for the State of Maryland, County aforesaid, personally appeared Edward Francis Kvietkauskas and made oath in due form of law that the matter and facts in the aforegoing petition are true to the best of his knowledge and belief.

(NOTARIAL SEAL) — Claude R. Arth

My commission expires May 7 1945. — Notary Public.

Filed May 5" 1945

ORDER AND DECREE

Upon consideration of the aforegoing petition and affidavit, it is this 7th day of May, 1945, by the Circuit Court of Anne Arundel County, adjudged, ordered and decreed that the name of Edward Francis Kvietkauskas be and is hereby changed from Edward Francis Kvietkauskas to Edward Francis Kaska, as is prayed in said petition, and that the petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin, Judge.

Filed May 7" 1945.

EX PARTE : No. 8863 Equity
IN THE MATTER OF THE CHANGE OF NAME OF : In The Circuit Court For
MILES DEWEY TURLEY, JUNIOR. : Anne Arundel County.

PETITION FOR CHANGE OF NAME.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Miles Dewey Turley, Junior, respectfully represents:

1. That he resides in the City of Annapolis, Maryland;

2. That he is more than 21 years of age;

3. That the petitioner desires to have his name legally changed from Miles Dewey Turley, Junior to MILES DEWEY JAMES TURLEY

4. That the reason why the petitioner desires his name changed from Miles Dewey Turley, Junior to Miles Dewey James Turley is that the name James is a family name that he desires incorporated in his legal name, and also that there is no longer any reason to have the Junior appended to his name;

5. That he assures the Court there is no other reason whatsoever for change of his name than that given above;

WHEREFORE your petitioner respectfully prays that his name be changed by the decree of this Honorable Court from Miles Dewey Turley, Junior to MILES DEWEY JAMES TURLEY.

Linwood L. Clark — Miles Dewey Turley, Junior

Attorney for Petitioner — Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

THIS IS TO CERTIFY that before me, a notary public, of the State of Maryland, in and for Anne Arundel County, personally appeared Miles Dewey Turley, Junior, and made oath in due form of law that the matters and facts above set forth are true.

AS WITNESS my hand and notarial seal this 15" day of May, 1945.

(NOTARIAL SEAL) LINWOOD L. CLARK Notary Public

Filed May 16" 1945

ORDER OF COURT.

Having considered the foregoing Petition and Affidavit, and being of the opinion that the petitioner, who has been using the name of Miles Dewey Turley, Junior, in which he wishes to have his legal name changed to that of Miles Dewey James Turley, and being satisfied that there is no reason for refusing the request of said petitioner, it is thereupon ORDERED, ADJUDGED AND DECREED this 17th day of May, 1945, by the Circuit Court for Anne Arundel County in Equity, that the petitioner's name be and is hereby changed from Miles Dewey Turley, Junior, to MILES DEWEY JAMES TURLEY, which latter name is henceforth to be used by him, and by which he will be known.

James Clark Judge

Filed May 17" 1945.

IN THE MATTER OF THE PETITION OF JOHN C. :	No. 8864 Equity
SLATER AND MARY R. SLATER, HIS WIFE, FOR :	IN THE CIRCUIT COURT
THE ADOPTION OF CARL EDWARD MILLER AND :	FOR
EUGENE LEE MILLER, INFANTS	ANNE ARUNDEL COUNTY.

PETITION AND CONSENT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John C. Slater and Mary R. Slater, his wife, of Brooklyn, Anne Arundel County, Maryland, respectfully represents to your Honors:

1. That your Petitioners were married on April 24, 1940, in Cheru, South Carolina, and that they have lived happily together since that date.

2. That your Petitioners have no children born as a result of said marriage.

3. That Eugene Lee Miller, age 5 and Carl Edward Miller, age 4, were made wards of this Court by Order dated the 17th day of May, 1944, after the father and the mother of the said two infant children abandoned and deserted them.

4. That Spencer Lee Miller and Pearl Elizabeth Shifflett Miller are the parents of Eugene Lee Miller and Carl Edward Miller and have consented to this adoption, as will appear by a duly notarized consent attached hereto and prayed to be taken as a part hereof.

5. That on July 12, 1944, the Department of Welfare of Anne Arundel County did place the said miller children in the home of your Petitioners, and the said children have been in, and will continue to be in, the care of and under the protection of your Petitioners; and the said children have always been treated, and will be treated, as your Petitioners' own children in training, association and rearing, and the said children have so endeared themselves to your Petitioners that they are willing and anxious to adopt them and give them the right to change their names to your Petitioners' - that is to say: Carl Eugene Miller to be Carl Eugene Slater, and Eugene Lee Miller to be Eugene Lee Slater; also that they may have the rights vouchsafed under the laws in such cases made and provided.

6. That the Department of Welfare of Anne Arundel County is fully acquainted with the desire of your Petitioners to adopt the said minor children, and is willing to assist insofar as it can in accomplishing that end, but both your Petitioners and the said Department are advised that the aid of this Court is needed in order that the wishes and intentions of your Petitioners can be put into effect.

TO THE END THEREFORE:

A. That this Court pass a Decree declaring that the said Carl Edward Miller, age 4, born February 19, 1941, the adopted child of the said John C. Slater and Mary R. Slater, his wife.

B. That this Court pass a Decree declaring that the said Eugene Lee Miller, age 5, born November 16, 1939, the adopted child of the said John C. Slater and Mary R. Slater, his wife.

C. That this Court pass a Decree declaring that the said Carl Edward Miller to be legally known as Carl Edward Slater, and also that the said Eugene Lee Miller to be legally known as Eugene Lee Slater.

D. That your Petitioners may have such other and further relief as their case may require.

May it further please your Honors to take such action and pass such Order as may effectuate the wishes and intentions of your Petitioners and promote the best interests and welfare of the said minor children.

And as in duty bound, etc.

John C. Slater, Petitioner.

Wilbur R. Dulin, Solicitor for Petitioners.

Mary R. Slater, Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 16 day of May, 1945, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John C. Slater and Mary R. Slater, his wife, and made oath in due form of law that the matters and facts in the aforegoing Petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Bernard Lazins Notary Public.

We, Spencer Lee Miller, and Pearl Elizabeth Shifflett Miller, parents of Eugene Lee Miller, born November 1939 and Carl Edward Miller, born February 1941, give our consent for the legal adoption of these children to any proper party approved by the Circuit Court for Anne Arundel County.

We understand that we will no longer have any claim on these children and will make no effort to discover where they have been placed. We make this statement of our own free will and accord.

Spencer Lee Miller

Date: July 8th 1944 Pearl Elizabeth Shifflett Miller

Spencer Lee Miller

Pearl E. S. Miller

Sworn before me this 8th day of July 1944.

(NOTARIAL SEAL) William B. Clatanoff Notary Public

Filed May 17" 1945.

LETTERS OF RECOMMENDATION

Summary to: The Circuit Court of Anne Arundel County

From: Anne Arundel County Welfare Board

Worker: (Miss) Sarah E. Yoder, Case Supervisor

Date: May 5, 1945

Re: Miller, Eugene Lee
Born: November 16, 1939
Harrisonburg, Virginia

Miller, Carl Edward
Born: February 19, 1941
Harrisonburg, Virginia
CWB #6967 and 6967-C

Eugene Lee Miller, aged 5, and Carl Edward Miller, aged 4, were made wards of the Circuit Court of Anne Arundel County under the supervision of the County Welfare Board by order dated May 17, 1944, subject to further order of the Court. Spencer and Pearl Miller, the parents, requested that these children be placed for adoption and signed a relinquishment on July 8, 1944.

These children were placed with Mr. and Mrs. John Chester Slater at 4909 Brookwood Road, Brooklyn Park, Baltimore (25), Maryland on July 12, 1944 and have been under the supervision of the County Welfare Board in the prospective adoptive home since that time. The children have made an excellent adjustment in the home and at the present time show every indication of feeling secure and happy with Mr. and Mrs. Slater. The foster parents have accepted them as their own since placement and have given them excellent physical care as well as love and affection.

Mr. and Mrs. Slater are thrifty, industrious people. The investigation of the County Welfare Board has revealed that they are financially able to provide comfortably for the

children. They are willing and able to provide whatever educational opportunities the children can accept. The County Welfare Board believes that Mr. and Mrs. Slater have a great deal to offer these children and that the children are a part of the Slater home.

Respectfully submitted,

(Miss) Sarah E. Yoder

Case Supervisor

Anne Arundel County Health Department

Annapolis, Maryland April 30, 1945

To Whom it May Concern:

All homes in which children are placed, either as a foster home or in an adoption basis, must be inspected and passed upon by the Health Department. The home of Mary Lee and Chester Slater far surpassed the requirements of the law.

Since the original inspections made by me, I have been a constant visitor, having become interested in the welfare of these two boys - Carl & Eugene. When they intered this home, they were extremely thin and run down, through malnutrition. They were fearful and nervous, through having been left alone and through ill treatment. Food, common to every child of a normal home, was unknown to them. Mrs. Slater has succeeded in teaching them to eat everything set before them. Already they have outgrown one set of clothing, and their flesh is now firm and healthy.

The family life is very sweet. The foster parents have become in the minds of these boys, their own. The remembrances of beatings, loneliness, and fear, is becoming dim in their conscious minds.

Their clothing, made, whenever possible by Mrs. Slater, no longer throws them into the street urchin class.

They have been taught manners, decent habits and cleanliness. They now refuse to wear the same underclothing twice. The Chester Slaters have put aside sufficient moneys for the education-through college if wanted- for the boys.

Their pride and love of their foster parents are beautiful to see, and as a constant visitor, I have become "Uncle".

No finer couple could have been found to take these boys, In every way, Mary Lee & Chester Slater are deserving and worthy to have these boys, as their sons, legally.

Sincerely,

Duval Allen.

Sanitarian.

4909 Brookwood Rd Baltimore 25 Md.

Dear Judge

This letter written by Mr. & Mrs. Sam Cimino which is to state that we have known Mr. & Mrs. Slater for some time and since that time they are one of the finest families we ever met, and they never do anything out of the way, and will always help a friend when in need.

Since the adoption of the boys which we see everyday since the 1st. day they have taken them we really & truly can say they will never have a better home, & parents like they have now.

Mr. & Mrs Slater really treat those children just like they were their own flesh & blood.

We could never get finished talking about how fine they take care of the children. Just to look at them will tell alone how good they are treated and being cared for.

Very truly yours

Mr & Mrs Sam Ciminc

4909 Brookwood Rd Baltimore 25 Md. 1st Apt.

Brooklyn Md April 21, 1945

Dear Judge:

This is to certify that we think Mr. and Mrs. Slater will be good parents to Carl and Eugene. They are good to the children and do not neglect them in anyway.

Yours truly

Mr. & Mrs. S. B. Clatterbuck

4911 Brookwood Rd

Brooklyn, 25 Md.

4906 Brookwood Rd Brooklyn 25, Md

April 28, 1945

Dear Judge:

I have lived near Mr & Mrs Slater for two years and during that time I have come to know them as honest and respectable people,

From the first day that they took in the two boys, I have never seen anything that would make me doubt that Mr. & Mrs. Slater have treated the children as anything but their own. I come in daily contact with Mrs Slater and the children and have noticed the vast improvement in health, manners and general well being.

They have been very well treated and have good home <u>inviornment</u> that will help them very much as they grow up.

They have a wonderful home and by all means Mrs. Slater is the mother for them.

Yours truly

Mrs. Anne Vincenti

Filed May 17" 1945

DECREE CARL EDWARD MILLER May 18, 1945.

The above-entitled cause, being ready for Decree, and being submitted, the Petition, the Assent, and all other proceedings were by the Court read and considered.

It is thereupon, on this 18th day of May, 1945, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and decreed, that the Infant, Carl Edward Miller, mentioned in these proceedings be and is hereby decreed to be the legally adopted child of John C. Slater and Mary R. Slater, his wife, of Brooklyn, Anne Arundel County, Maryland, as prayed in said Petition.

And it is further Adjudged, Ordered and Decreed by the Circuit Court for Anne Arundel County, that the said Infant, Carl Edward Miller, be given the right to assume and be legally known by the name of Carl Edward Slater.

It is further Adjudged, Ordered and Decreed, that the said Petitioners pay the costs

of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin, C.J.

Filed May 18th 1945.

DECREE EUGENE LEE MILLER May 18, 1945.

The above-entitled cause, being ready for Decree, and being submitted, the Petition, the Assent, and all other proceedings were by the Court read and considered.

It is thereupon, on this 18th day of May, 1945, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the Infant, Eugene Lee Miller, mentioned in these proceedings be and is hereby decreed to be the legally adopted child of John C. Slater and Mary R. Slater, his wife, of Brooklyn, Anne Arundel County, Maryland, as prayed in said Petition.

And it is further Adjudged, Ordered and Decreed by the Circuit Court for Anne Arundel County, that the said Infant, Eugene Lee Miller, be given the right to assume and be legally known by the name of Eugene Lee Slater.

It is further Adjudged, Ordered and Decreed that the said Petitioners pay the costs of the proceedings to be taxed by the Clerk.

Ridgely P. Melvin C.J.

Filed May 18th 1945.

Ex Parte in the Matter of the Change	:	No. 8865 Equity
of	:	In The Circuit Court For
Name of Annie E. Sabins to Annie E. Matthews	:	Anne Arundel County

PETITION AND AFFIDAVIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Annie E. Sabins, by Noah A. Hillman, her Solicitor, respectfully shows:

1. That she was formerly married to one William E. Sabins, but this Honorable Court on August 16, 1938, in No. 1398 Divorces, granted her a divorce a vinculo matrimonii.

2. That your Petitioner, during the period since the divorce was granted, believed that this Court had decreed a change of name in said divorce proceedings because she thought that her solicitor, the late Judge Robert Moss, would have that done for her; that she has since said time been using the name of Annie E. Matthews, her name before marriage to William E. Sabins.

3. That your Petitioner is known by the name of Annie E. Matthews, which she prefers to use for the reason that she does not desire to carry her former husband's name; that in the past the name of "Sabins" has been variously spelled or misspelled "Sabings", "Savings", etc., as will appear by reference to the papers in the aforesaid divorce proceedings which, as a matter of fact, has been indexed in the equity index of this Court under the name of "Savings".

4. That your Petitioner is unmarried, a resident of the State of Maryland and all of her children (by a former marriage) are of full legal age.

Wherefore, your Petitioner prays the Court to pass an Order changing the name of your Petitioner from Annie E. Sabins to that of Annie E. Matthews, the name that she is known by and uses.

And, as in duty bound, etc.

Noah A. Hillman

Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 18th day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the foregoing Petitioner, Annie E. Sabins, also known as Annie E. Matthews, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Lillian M. Fine Notary Public

Filed May 18" 1945.

ORDERED, this 21st day of May, 1945, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Affidavit, that Annie E. Sabins, the Petitioner, be and she is hereby permitted to henceforth use the name, Annie E. Matthews, by which name she is hereafter to be known. And it is further ordered that the Petitioner pay the costs of these proceedings.

Ridgely P. Melvin Judge

Filed May 21" 1945.

IN THE MATTER OF THE PETITION OF	:	No. 8866 Equity
CARROLL H. HOFFMAN and ETHEL K. HOFFMAN,	:	In The Circuit Court
his wife, FOR THE ADOPTION OF RICHARD	:	For
CHARLES FALAHEE, infant	:	Anne Arundel County

PETITION FOR ADOPTION, CONSENT OF PARENT AND CERTIFICATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife, of Anne Arundel County and State of Maryland, respectfully represents unto Your Honors:

FIRST: That your petitioners are husband and wife and reside at No. 609 Creek View, Eastport, Maryland. That your petitioner, CARROLL H. HOFFMAN, is a stockholder and manager of the Arundel Bus Company, of Anne Arundel County, Maryland, and that he receives as such manager approximately $100.00 per week.

SECOND: That your petitioners have no children born unto them as a result of their marriage, and they have keenly felt the lack of companionship afforded by them in a household.

THIRD: That ANNA FALAHEE, who joins in this petition for adoption, resides at No. 500 East Lynn Avenue, Baltimore, 23, Maryland; and she is the mother of RICHARD CHARLES FALAHEE, born on May 15, 1945, at Baltimore, Maryland, to her out of wedlock.

FOURTH: That your petitioners desire and are anxious and willing to adopt the said RICHARD CHARLES FALAHEE as their child so as to confer upon him all rights vouchsafed under the law in such cases. Your petitioners desire to retain said infant child under their roof and to care for and provide for him as their own son, to educate and train him in a manner conducive to his best interests.

FIFTH: That your petitioners have received the consent of the mother of the said RICHARD CHARLES FALAHEE to this adoption, as is evidenced by her written assent attached hereto.

SIXTH: Your petitioners further desire that the name of RICHARD CHARLES FALAHEE be changed to that of WILLIAM CARROLL HOFFMAN.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said RICHARD CHARLES FALAHEE the adopted child of the said CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife.

(2) THAT the name of RICHARD CHARLES FALAHEE may be changed to WILLIAM CARROLL HOFFMAN.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interests and welfare of said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman — Carroll H. Hoffman

Solicitor for Petitioners — Ethel K. Hoffman Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated.

(NOTARIAL SEAL) — Grace R. Hartge Notary Public

I, ANNA FALAHEE, mother of RICHARD CHARLES FALAHEE, infant, do hereby assent to the application of CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife, to have the said RICHARD CHARLES FALAHEE declared the adopted child of CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife, and to have his name changed to WILLIAM CARROLL HOFFMAN.

Anna Falahee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared ANNA FALAHEE and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife, and to the change of his name to that of WILLIAM CARROLL HOFFMAN.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) — Sadie D. Hobbs Notary Public.

Annapolis, Maryland May 22, 1945

I HEREBY CERTIFY that I have known CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife, for approximately 5 years and that I know them to be honest, sober, industrious and reliable people. I believe them to be proper persons to have the care and custody of the

infant child named herein; and I believe they will make kind, devoted and loving parents.

James R. Gilroy

Blanche E. Gilroy

Filed May 23" 1945.

DECREE May 23 1945

THE above-entitled cause, being ready for decree and being submitted, the petition and all of the other proceedings were read and considered by the Court.

THE Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, RICHARD CHARLES FALAHEE, will be served by the passage of the following order.

IT IS THEREUPON, this 23rd day of May, 1945, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, RICHARD CHARLES FALAHEE, mentioned in these proceedings, be and he is hereby decreed to be the legally adopted child of CARROLL H. HOFFMAN and ETHEL K. HOFFMAN, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, RICHARD CHARLES FALAHEE, be and it is hereby changed from RICHARD CHARLES FALAHEE to WILLIAM CARROLL HOFFMAN.

IT is further ordered that the said petitioners pay the costs of these proceedings, to be taxed by the Clerk.

James Clark Judge.

Filed May 23" 1945.

IN THE MATTER OF THE ADOPTION	:	No. 8869 Equity
AND CHANGE OF NAME OF PATRICIA	:	In The Circuit Court For
ELIZABETH WHITE, an infant.	:	Anne Arundel County.

PETITION, AFFIDAVIT & ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION of VELMA L. SHEFFIELD, respectfully represents:

1. THAT Patricia Elizabeth White was born on the 13th day of May, 1942, in the City of New Bern, North Carolina of parents unknown to your petitioners.

2. THAT on the 25th day of October, 1943, the said infant was brought into the Juvenile Court of Craven County, State of North Carolina, by Julia Jacobs, charged with being a dependant child less than sixteen years of age, and on the same day the said Court comitted the said infant to Your Petitioner who has had the care and custofy of said infant ever since. A copy of the order of Court is filed herewith as Petitioner's Exhibit No. 1.

3. THAT Your Petitioner resides in Glen Burnie, Anne Arundel County, Maryland, and that the said VELMA L. SHEFFIELD is employed by the Layne-Atlantic Company of Norfolk, Virginia.

Several testimonial letters are filed herewith and as Petitioner's Exhibit No.1.

4. THAT Your Petitioner is the widow of Russell C. Sheffield who departed this life on the 21st day of April, 1945.

5. THAT since said Juvenile Court comitted the said infant to Your Petitioner's care

Norfolk, Va. March 14th, 1945

TO WHOM IT MAY CONCERN:

The bearer, Mr. Russell Sheffield, has been steadily employed by this Company since April 15th, 1939.

At all times we have found Mr. Sheffield to be unquestionably honest, steady, and dependable. He has always executed his assignments efficiently and with dispatch.

Mr. Sheffield is a very high type of man, his character and personal habits are of the finest. We consider him one of our most valuable and reliable associates.

Yours very truly,

LAYNE-ATLANTIC COMPANY

PS-eb

Paul Schwitzer, Vice-President May 24 1945

The said Russell C. Sheffield departed this life on the 21st, day of April, 1945.

Robert E. Kindred Solicitor.

Filed May 29" 1945.

ORDER OF PUBLICATION

THE OBJECT of this Bill is for a Decree declaring the said infant to be the legal adopted daughter of Velma L. Sheffield of Glen Burnie, Maryland, and that her name be changed to PATRICIA ELIZABETH SHEFFIELD.

The said infant was born in New Bern, North Caroline, on the 13th day of May, 1942, Her parents are unknown to the Petitioner.

IT IS THEREUPON BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY ORDERED, this 12" day of June, 1945, that the Petitioner by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 19" day of July 1945, giving notice to the parents of said infant child or others of the object and substance of this Petition, warning them to appear in this Court in person or by Solicitor, on or before the 3" day of August 1945, to show cause, if any there be, why a Decree should not be passed as prayed.

John H. Hopkins, 3rd
Clerk of the Circuit Court for
Anne Arundel County.

Filed June 12" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1945

We hereby certify, that the annexed Order of Publication Adoption of Patricia Elizabeth White was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of July, 1945. The first insertion being made the 3rd. day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By D. Hart

Filed July 17" 1945.

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITIONER, Velma L. Sheffield, by Robert E. Kindred, her Solicitor respectfully shows:

1. THAT the parents of said infant child or other interested persons, having been duly notified by Order of Publication to appear to the Petition, and having failed to appear thereto or answer, plead or demur, according to the exingency of the said Order.

WHEREFORE, YOUR PETITIONER PRAYS, that the Petition be taken pro confesso against the parents of said infant child, and all other persons having an interest in said infant child.

Robert E. Kindred

Filed Aug. 7" 1945. Solicitor for Petitioner

The parents of said infant child and all other interested persons having been duly notified by Order of Publication to appear to the Petition and having failed to appeared thereto, according to the command of said order.

IT IS THEREUPON, this 9th day of August, 1945, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed that said Petition be, and the same is hereby taken pro confesso as against the parents of said infant child and all other persons having an interest in said infant child.

James Clark Judge

Filed August 9" 1945.

UPON CONSIDERATION OF THE AFOREGOING PETITION:

IT IS THEREUPON, this 30th day of August 1945, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, adjudged, ordered and decreed, that PATRICIA ELIZABETH WHITE, BE, and she is hereby declared to be the legally adopted child of VELMA L. SHEFFIELD, as prayed in said Petition, and that the name of the said infant child, be, and the same is hereby changed from Patricia Elizabeth White to PATRICIA ELIZABETH SHEFFIELD: AND THAT Your Petitioner pay the costs of these proceedings.

Ridgely P. Melvin Judge

Filed August 30" 1945.

IN THE MATTER OF THE PETITION	:	No. 8871 Equity
OF	:	In The Circuit Court For
RALPH PAUL PICCIRILLI, Jr.	:	Anne Arundel County

Change of Name, Petition and Order of Court Thereon.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of RALPH PAUL PICCIRILLI, Jr. respectfully represents:

1. That he is a Midshipman in the U. S. Navy, is attached to, and resides at the U. S. Naval Academy, Annapolis, Maryland.

2. That he was born March 25, 1924 in Philadelphia, Pa., and has resided at the U. S. Naval Academy, Annapolis, Md. for the past two years.

That he desires that his name RALPH PAUL PICCIRILLI, Jr. shall be changed to RALPH PAUL PARKER, for euphonicus reasons. He further states that he will graduate from the U.S. Naval Academy in June, 1946 and desires his name changed at this time, in order that his diploma will bear the name of PARKER.

Your petitioner therefore prays that his name may be changed to RALPH PAUL PARKER.

And as in duty bound, etc.

Roscoe C. Rowe Ralph Paul Piccirilli, Jr.

Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 2nd day of June, 1945, before me, the subscriber, a Notary Public in and for the State of Maryland, County aforesaid, personally appeared RALPH PAUL PICCIRILLI, Jr., and made oath in due form of law that the matter and facts in the aforegoing petition are true to the best of his knowledge and belief.

(NOTARIAL SEAL) Harry J. Engelke Notary Public

My commission expires: 5/7/47

Filed June 4" 1945

ORDER and DECREE

Upon consideration of the aforegoing petition and affidavit, it is, this 7th day of June, 1945, by the Circuit Court of Anne Arundel County, adjudged, ordered and decreed that the name of RALPH PAUL PICCIRILLI, Jr., be and is hereby changed from RALPH PAUL PICCIRILLI, Jr. to RALPH PAUL PARKER, as is prayed in said petition, and that the petitioner pay the costs of these proceedings, to be taxed by the Clerk.

James Clark Judge.

Filed June 7" 1945.

IN THE MATTER OF THE ADOPTION	:	No. 8872 Equity
OF	:	In The Circuit Court For
SADIE VIOLA JONES	:	Anne Arundel County

Petition for Decree of Adoption and Petitioners' Exhibits A, B, C, and D.

Court Order Thereon

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert Simms and Pearl Simms of Jewell, Anne Arundel County, Maryland, respectfully shows unto your Honors:

1. That your Petitioners are husband and wife and are residents of Anne Arundel County, Maryland, having their permanent place of abode at Jewell, in the aforesaid County.

2. That the said Robert Simms is a Private in the Army of the United States and is now stationed within the continental limits of the United States.

3. That prior to his entrance into the Army of the United States the said Robert Simms maintained a home at Jewell, Anne Arundel County, with his wife, Pearl Simms.

4. That since the aforesaid Robert Simms entered the Army, his wife, Pearl Simms, has maintained a home with Mary Ellen Estep and Louis Wesley Estep, her husband, at Jewell, Anne Arundel County, and intends to continue to reside with the aforesaid persons until the period of her husbands military service is terminated, at which time your Petitioners intend to re-establish their own home.

5. That the above named Sadie Viola Jones is an infant child, and was born at Prince Frederick, Maryland, on March 1st., 1936, a copy of her Certificate of Birth Registration being filed herewith as Petitioner's Exhibit "A".

6. That the said infant child is the illegitimate daughter of Helen Louvine Hall, formerly Helen Louvine Jones, of Jewell, Anne Arundel County, Maryland.

7. That the father of said child is one David Wm. Brown whose whereabouts is un-

known to your Petitioners at this time, and who has never contributed toward the support or welfare of said child.

8. That on or about the 22nd. day of April, 1936, less than two months after the birth of the said Sadie Viola Jones, Pearl Simms, one of your Petitioners herein, took the aforesaid infant child into her custody and has since maintained, supported, educated, and otherwise cares for said child, and has acted in place and stead of a mother to said child since that time.

9. That the said Pearl Simms and Robert Simms, your Petitioners herein, were married in Prince George's County, Maryland, in July of 1942, and that since that time the said Robert Simms has maintained, supported, educated, and otherwise cared for said child, and has acted in place and stead of a father to said child.

10. That your Petitioners desire jointly to adopt as their child the said infant, namely, Sadie Viola Jones, in accordance with the provisions of the Code of General Laws of Maryland (1939) Article 16, Section 78; and respectfully aver, allege, and show that they maintain a modern and comfortable home at their residence, with the aforementioned Mary Ellen Estep and Louis Wesley Estep, as aforesaid, and that they are willing to provide for the proper care, maintenance, education, and rearing of said infant child, and that her mother, Helen Louvine Hall, is willing to have this Honorable Court pass a Decree of Adoption in the premises whereby her said infant child, Sadie Viola Jones, shall be the adopted child of your Petitioners; and in proof thereof your Petitioners attach hereto as a part hereof the written consent of the said Helen Louvine Hall showing her willingness to have her said infant daughter so adopted by your Petitioners, which said consent is filed herewith as Exhibit "B", and prayed to be taken as a part hereof.

11. That your Petitioners believe, and therefore aver, that it will be to the best interest and welfare of the said infant that she be adopted by your Petitioners, and that her well-being, comfort and happiness will be promoted by such adoption; and your Petitioners file herewith as a further part hereof, written statements of Hugh W. Ward and J. Judson Ringer citizens of Anne Arundel County in support of this Petition, showing that your Petitioners are fit persons to become the adopting parents of said infant, which statements are marked "Petitioners' Exhibit C" and "Petitioners' Exhibit D" respestively.

Your Petitioners, therefore, respectfully pray:

a. That a Decree may be passed by this Honorable Court, declaring the said infant child, Sadie Viola Jones, to be the adopted child and daughter of Robert Simms and Pearl Simms, his wife, in accordance with the Laws of Maryland; and that the name of the said infant child, Sadie Viola Jones, be changed to that of your Petitioners, and that she thereafter be known as Sadie Viola Simms.

b. That your Petitioners may have such other and further relief as their cause may require.

Robert W. Ogle
Solicitor for Petitioners

Pearl Simms
Pfc. Robert E. Simms
Petitioners.

STATE OF MARYLAND, HARFORD COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of May, 1945 before me, the subscriber, a

Notary Public of the State and County aforesaid, personally appeared Robert Simms and Pearl Simms, his wife, the within Petitioners, and made oath in due form of law that the matters and facts set out and alleged in said Petition are true as herein stated, to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) D. A. McDonald Notary Public

My Commission Expires May 7, 1945

MARYLAND

STATE DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISTICS

CERTIFICATE OF BIRTH REGISTRATION

This is to Certify, That a Certificate of birth bearing the name of Sadie Viola Jones born on March 1 1936, at Prince Frederick County of Calvert, Maryland, has been filed in the office of the State Registrar of Vital Statistics.

Name of Father David Wm. Brown

Maiden name of Mother Helen Louvine Jones

Petitioners' Exhibit "A"

R. H. Riley

Registrar of Vital Statistics.

IN THE MATTER OF THE ADOPTION OF SADIE VIOLA JONES

No. 8872 Equity

In The Circuit Court For Anne Arundel County.

CONSENT TO DECREE

I, Helen Louvine Hall, nee Jones, of Anne Arundel County, Maryland, do hereby certify, that I am the natural mother of Sadie Viola Jones, who was born at Prince Frederick, Maryland, on the 1st., day of March, 1936; that I am willing, and hereby voluntarily declare my assent to the adoption of my child, Sadie Viola Jones, by, and for her to become the adopted daughter of Robert Simms and Pearl Simms, his wife, now residing at Jewell, Anne Arundel County, Maryland; and I do hereby voluntarily give my consent to the passage by the Circuit Court for Anne Arundel County, in Equity, of a Decree of Adoption, whereby my said daughter shall become the adopted daughter of said Robert Simms and Pearl Simms, his wife, and I do further so consent that in said Decree of Adoption her name be changed to Sadie Viola Simms in the place and stead of Sadie Viola Jones.

Witness: C. W. Hutchins Helen Louvine Hall

Petitioners' Exhibit B

STATE OF MARYLAND, CALVERT COUNTY, to wit:

I HEREBY CERTIFY that on this 14th day of May, 1945, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Helen Louvine Hall, who made oath in due form of law that the aforegoing statement is her act and deed; and at the same time she further acknowledged that she has read the said statement, and fully understands its meaning.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) C. F. Bowen Notary Public

May 12th, 1945

TO WHOM IT MAY CONCERN

I, Hugh W. Ward, of Anne Arundel County, Maryland, do hereby certify that I have personally known Robert Simms and Pearl Simms, his wife, for 10 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home at Jewell, Maryland; that they enjoy the social respect of the community in which they reside ; that Robert Simms is a Private in the Army of the United States, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness: C. W. Hutchins Hugh W. Ward, M.D.

PETITIONERS' EXHIBIT C.

May 12th., 1945

TO WHOM IT MAY CONCERN

I, J. Judson Ringer, of Anne Arundel County, Maryland, do hereby certify that I have known Robert Simms and Pearl Simms, his wife, for 12 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home at Jewell, Maryland; that they enjoy the social respect of the community in which they reside; that Robert Simms is a Private in the Army of the United States, and that any child that would become a member of their household would enjoy and benefit from the operation of such a household and environment.

Witness: Mrs. Idabel Jones J. Judson Ringer

PETITIONERS' EXHIBIT D.

Filed June 4" 1945

DECREE OF ADOPTION.

Robert Simms and Pearl Simms, his wife, of Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed in this cause, declaring Sadie Viola Jones, infant, to be their adopted daughter in accordance with the provisions of the Laws of the State of Maryland; the natural mother of said infant having expressed her willingness to and desire for such an adoption and it appearing to the Court that the best interests and welfare of the said Sadie Viola Jones, infant, will be promoted by such adoption.

IT IS THEREUPON, this 7th day of June, 1945, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED, AND DECREED, that Sadie Viola Jones, infant child of Helen Louvine Hall, nee Jones, be, and she is hereby declared to be the adopted child of Robert Simms and Pearl Simms; and it is further ADJUDGED, ORDERED, AND DECREED, by the authority aforesaid, that the name of the said child be hereby changed from Sadie Viola Jones to Sadie Viola Simms, and it is further ORDERED that the Petitioners pay the costs of these proceedings.

James Clark Judge.

Filed June 7" 1945.

IN THE MATTER OF THE PETITION OF du VAL ALLEN AND ESTHER K. S. ALLEN, his wife, FOR THE ADOPTION OF A BABY GIRL AND CHANGE OF NAME: | No. 8873 Equity In The Circuit Court For Anne Arundel County.

PETITION FOR ADOPTION AND CHANGE OF NAME

To the Honorable, the Judges of said Court:

The Petition of du Val Allen and Esther K. S. Allen, his wife, respectfully shows unto your Honors:

1. That they are residents and citizens of Anne Arundel County, State of Maryland, and reside at Cedar Park Road, near Annapolis, Maryland.

2. That they obtained the custody of a baby girl known to them as Gay _____ on June 11, 1944, from the Church Mission of Help of the Diocese of Maryland, Inc.

3. That said infant was born May 15, 1944, and consent to the separation from the mother was duly granted by the Department of Public Welfare in accordance with Section 622 of Article 27 of the Annotated Code of Maryland, as shown by the certificate attached hereto and prayed to be taken as a part hereof marked "Exhibit No. 1".

4. That your Petitioners, du Val Allen and Esther K. S. Allen, his wife, have no children of their own and are anxious and willing to adopt said infant and rear her as their child; that your Petitioner du Val Allen, is employed as Sanitary Inspector at the State Department of Health, Anne Arundel County Maryland, and is financially able to care for said infant.

5. Your Petitioners file herewith, as a part hereof, the assent of the mother to the adoption (the child being illegitimate), marked "Exhibit No. 2", and certificate of character marked "Exhibit No. 3".

TO THE END, THEREFORE,

1. That this Court may pass a decree declaring the said baby girl Gay _____, the adopted child of the said du Val Allen and Esther K. S. Allen, his wife, and that she be named Cassandra Brashears Allen.

2. That your Petitioners may have such other and further relief as their case may require.

May it please your Honors to take such action and pass such Orders as may be deemed necessary or expedient to effectuate the purpose and desire of your Petitioners.

And as in duty bound, etc.

du Val Allen

Marvin I. Anderson

Esther K. S. Allen

Solicitor for Petitioners

Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 2nd day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared du Val Allen and Esther K. S. Allen, his wife, and they made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated.

As witness my hand and seal Notarial.

(NOTARIAL SEAL) Dorothy I. Miller Notary Public

Filed June 5" 1945.

CONSENT TO THE SEPARATION FROM THE MOTHER. Exhibit No. 1

Department of Public Welfare

Thomas J. S. Waxter, Director
327 St. Paul Place, Baltimore, Md.

May 20, 1944

Mrs. Dorothy C. Johns, Executive Secretary,
Church Mission of Help,
105 West Monument Street, Baltimore 1, Md.

Re: Baby Girl Elliott - born: 5/15/44

Mother: Jane L. Elliott - " : 4/30/19

My dear Mrs. Johns:

We have your letter of May 18, 1944, in reference to the above-named infant, and we are hereby granting consent to the separation of the mother and child in accordance with Section 622 of Article 27 of the Annotated code of Maryland, 1939 Edition.

Sincerely yours,

Esther Lazarus
S.
Assistant Director.

EL'S

Filed June 5" 1945.

ASSENT OF THE MOTHER Exhibit No. 2

I, Jane Laura Elliott, mother of Baby Girl, infant, hereby assent to the adoption of the said Baby Girl, infant, by du Val Allen and Esther King (Stone) Allen, his wife, and hereby assent to this application to have the said infant declared the legally adopted child of said du Val and Esther King (Stone) Allen, the petitioners herein.

Jane Laura Elliott

STATE OF MARYLAND CITY OF BALTIMORE To Wit:

I HEREBY CERTIFY, that on this 14th day of May 1944, before me the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore personally appeared Jane Laura Elliott mother of Baby girl and in due form of law acknowledged the aforegoing Assent to Adoption to be her voluntary act and deed.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Nannie E. Yoe Notary Public

My Commission expires May 7 - 1945.

Filed June 5" 1945.

CHARACTER CERTIFICATE Exhibit No. 3

We, the undersigned, have known du Val Allen and Esther K. S. Allen, his wife for ten years and believe them to be of good character and fit persons to adopt the infant girl now in their custody.

Name: Mrs. Geo. R. Marvell
Address: 43 Franklin St Annapolis Md.
Name: Mr. and Mrs. Clarence M. White
Address: 15 Revell St., West Annapolis Maryland.

Filed June 5" 1945.

DECREE FOR ADOPTION 7 June 1945

This application being submitted and the Petition and all the other proceedings being by the Court read and considered,

The Court being satisfied, upon careful investigation, that the best interests and

and custody she has learned to love the child with great affection; and if she is permitted to legally adopt said infant child she will love, cherish, support and educate her to the best of her ability.

6. THAT Your Petitioner prays that the name of the said Patricia Elizabeth White be changed to PATRICIA ELIZABETH SHEFFIELD.

WHEREFORE, YOUR PETITIONER prays this Honorable Court to pass a decree declaring the said infant child to be the legal adopted daughter of Your Petitioner, and that her name by changed to PATRICIA ELIZABETH SHEFFIELD.

Velma L. Sheffield

Robert E. Kindred
Solicitor for Petitioner

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 23rd day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared VELMA L. SHEFFIELD, widow, and made oath in due form of law that the matters and facts contained in the within Petition are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred Notary Public.

Filed August 29" 1945.

UPON CONSIDERATION OF THE AFOREGOING PETITION:

IT IS THEREUPON, this 30th day of August 1945, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, adjudged, ordered and decreed, that PATRICIA ELIZABETH WHITE, BE, and she is hereby declared to be the legally adopted child of VELMA L. SHEFFIELD, as prayed in said Petition, and that the name of the said infant child, be, and the same is hereby changed from Patricia Elizabeth White to PATRICIA ELIZABETH SHEFFIELD; and

THAT Your Petitioner pay the costs of these proceedings.

Ridgely P. Melvin Judge

Filed August 30" 1945.

PETITIONER'S EXHIBIT No. 1

Norfolk, Va. May 22, 1945

Mr. Robert E. Kindred,
Attorney At Law,
Glen Burnie, Md.

Dear Mr. Kindred:

For your information and guidance in executing certain matters for Mrs. Russel Sheffield the widow of our late associate Russel Sheffield, we wish to advise that Mrs. Sheffield is on the payroll of this company at a salary of one hundred dollars per month.

This time of employment will continue indefinitely as conditions and circumstances warrant. Any services you can render Mrs. Sheffield will be considered a favor not only by this company but by the writer personally.

Yours very truly,

LAYNE-ATLANTIC COMPANY

Paul Schweitzer,

Vice-President

PS:gc

ORDER--JUVENILE COURT

STATE OF NORTH CAROLINA, Craven County.

In the Matter of Paticia Elizabeth White

Now, on the 25th day of October, 1943, 194 comes into court Mrs. Julia Jacobs, who brings into court Paticia Elizabeth White a child less than sixteen years of age, who is charged with being a dependent child, the said child appearing by and with Mrs. John D. Whitford, who has legal custody of it; and the court, after hearing the evidence and being fully advised in the premises, finds that the said Paticia Elizabeth White is a dependent child within the meaning of the law.

IT IS THEREFORE ORDERED by the court that the said child be and remain a ward of the court, and it is hereby committed to Mr and Mrs. R. C. Sheffield, to remain in custody of said agent until further orders by the court, and the conditions of such custody is that the said Paticia Elizabeth White, shall remain in the custody and under the control of the said Mr. and Mrd. R. C. Sheffield until the further orders of this Court.

This the 25th day of October, 1943, 194

L. E. Lancaster, Judge

Robert E. Kindred Attorney at Law

Glen Burnie Maryland March 26, 1945.

Judge of the Juvenile Court,
New Bern, North Carolina.

RE: Patricia Elizabeth White

Dear Sir:

Russell C. Sheffield and Velma L. Sheffield, his wife, formerly of your City and now residing here have employed me to prepare papers for the adoption of the above infant.

I find among the papers an Order of Court dated the 25th day of October, 1943, which states in part that the said infant "Shall remain in the custody and control of Mr. and Mrs. Sheffield until further order of the Court."

Will you please inform me whether or not there has been a further order in this matter, because we do not want to proceed in the adoption of this child unless there has been a release from your Court.

Thanking you, I am

Very truly yours

Robert E. Kindred

K/V

Dear Sir:

No other order been made in the above matter. However, if they are residents of your State disregard order and proceed as we have no objections.

Very truly yours,

L. E. Lancaster, C.S.C.

3/30/45

TO WHOM IT MAY CONCERN:

This is to certify that we, the undersigned, have known Mr. & Mrs. Russell Sheffield for the past three years. During that period we have found them to be generous, truthful and honest and character of the highest standard.

(Signed) M. H. Koonce

(Signed) Mrs. Mack H. Koonce

welfare of the baby girl, subject to these proceedings, will be thereby promoted,

It is thereupon this 7th day of June, 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED, that the said infant be and she is hereby expressly declared the adopted child of the said du Val Allen and Esther K. S. Allen, his wife, with all the rights vouchsafed under the Laws of the State of Maryland.

And it is further ADJUDGED, ORDERED, AND DECREED that the name of said infant be and the same is hereby designated to be Cassandra Brashears Allen.

And it is further ORDERED that the Petitioners pay the costs of these proceedings to be taxed by the Clerk:

James Clark Judge

Filed June 7" 1945.

IN THE MATTER OF THE ADOPTION AND	:	No. 8874 Equity
CHANGE OF NAME OF PATRICIA MADELINE	:	In The Circuit Court For
WEBER, infant	:	Anne Arundel County

Petition for Adoption and Change of Name, Consent of Parent and Certificate.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of HAROLD A. REESE and ELIZABETH L. REESE, his wife, respectfully represents unto Your Honors:

FIRST: That they are residents of Pasadena, Anne Arundel County, Maryland, and that your petitioner, HAROLD A. REESE, is employed at the Bethlehem-Fairfield Shipyard as a pipefitter, where he earns approximately $60.00 per week.

SECOND: That your petitioners were married at Glen Burnie, Anne Arundel County, Maryland, on March 15, 1942, and that they have lived at Pasadena as husband and wife ever since.

THIRD: That your petitioners have no children born unto them as a result of said marriage, but the said ELIZABETH L. REESE has one daughter born unto her out of wedlock prior to said marriage, namely, PATRICIA MADELINE WEBER, age six years, born on December 3, 1938, at Baltimore, Maryland, which said child, ever since the marriage of your petitioners, has resided with them.

FOURTH: That your petitioner, HAROLD A. REESE, has become very much attached to the said infant child; and he desires and is anxious and willing to adopt her as his own so as to confer upon her all rights vouchsafed under the law in such cases. He further desires to retain said infant child under his roof and to care for and provide for her as his own, to educate and train her in a manner conducive to her best interests.

FIFTH: That your petitioner, HAROLD A. REESE, has received the consent of the mother of said child to this adoption, as is evidenced by her written assent attached hereto; and in an effort to retain her relationship with said infant child and to avoid waiving or releasing any of her rights as her natural mother, she joins in this petition and seeks her adoption.

SIXTH: Your petitioners further pray this Honorable Court that the name of PATRICIA

MADELINE WEBER be changed to PATRICIA MADELINE REESE.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said PATRICIA MADELINE WEBER the adopted child of HAROLD L. REESE and ELIZABETH L. REESE, his wife.

(2) THAT the name of PATRICIA MADELINE WEBER be changed from PATRICIA MADELINE WEBER to PATRICIA MADELINE REESE.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioners

Harold A. Reese
Elizabeth L. Reese
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared HAROLD A. REESE and ELIZABETH L. REESE, his wife, and made oath in due form of law that the matters and facts mentioned in the foregoing petition are true as therein set forth.

(NOTARIAL SEAL) Grace R. Hartge Notary Public.

I, ELIZABETH L. REESE, mother of PATRICIA MADELINE WEBER, do hereby assent to the application of HAROLD A. REESE to have the said PATRICIA MADELINE WEBER declared to be the adopted child of HAROLD A. REESE.

Elizabeth L. Reese

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ELIZABETH L. REESE and made oath in due form of law that the matters and facts set forth are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by HAROLD A. REESE and to the change of her name to PATRICIA MADELINE REESE.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) Grace R. Hartge
Notary Public

Pasadena, Maryland June 6, 1945

We, the undersigned, hereby certify that we have known HAROLD A. REESE and ELIZABETH L. REESE, his wife, for the number of years set opposite our names and that we know them to be honest, sober, industrious and reliable.
We further believe them to be proper persons to have the care and custody of the infant child named herein; and we believe they will make kind, devoted and loving parents.

Hilda A. Callis 12 years
Mary E. Anthony 6 years

Filed June 6" 1945.

DECREE.

THE above-entitled cause, being ready for decree and being submitted, the petition and all of the other proceedings were read and considered by the Court.

The Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, PATRICIA MADELINE WEBER, will be served by the passage of the following order.

IT IS THEREUPON this 7th day of June, 1945, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, PATRICIA MADELINE WEBER, mentioned in these proceedings, be and she is hereby decreed to be the legally adopted child of HAROLD A. REESE and ELIZABETH L. REESE, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, PATRICIA MADELINE WEBER, be and it is hereby changed from PATRICIA MADELINE WEBER to PATRICIA MADELINE REESE.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

James Clark Judge

Filed June 7" 1945.

In the Matter of the Adoption of	:	No. 8877 Equity.
the infant child, Nancy Lee	:	In The Circuit Court For
Cutsinger.	:	Anne Arundel County

Petition to adopt infant child and Certificates of Character, and Order of Court

To the Honorable, the Judges of said Court.

The Petition of James Blackwell Talbott and Lillian Brown Talbott, his wife, respectfully states.

First: That your petitioners are married and live in Anne Arundel County and have no children born to them as a result of their marriage.

Second: That they have moderate means and desire to adopt a child upon whom they can bestow the fruits of their labor.

Third: That they are financially able to rear and educate a child, and with that end in view thay have interested themselves in finding a suitable child for adoption.

Fourth: That the above named child was born at the Calvert County Hospital, Prince Frederick, Maryland, on the 11th day of October in the year 1944, and has been in the custody of your petitioners since the 15th day of October in the year 1944.

Fifth: That your petitioners are satisfied that said child is in good health and measures up to a suitable standard both mentally and physically.

Sixth: That your petitioners are anxious to adopt said child and to give it their own name.

To the end therefore,

Your petitioners pray the Court to decree that the infant child Nancy Lee Cutsinger be the legally adopted child of your petitioners, James Blackwell Talbott and Lillian Brown Talbott, his wife, and that the child's name be changed to Nancy Lee Talbott.

And for such other and further relief as the case may require.

Respectfully submitted.

Eugene P. Childs
Solicitor for Petitioners.

James Blackwell Talbott
Lillian Brown Talbott

The aforegoing Petition, Certificates of Character of Petitioners, Waiver of Consent of Mother, Certificates of Dr. P. C. Jett, attending physician and Helen Marcellus, head nurse of the Calvert County Hospital having been read and considered, and it appearing that the best interest and welfare of the infant child, Virginia Lee Cutsinger will be served by her adoption as in said petition prayed.

It is thereupon this 14th day of June in the year 1945, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the infant child, Virginia Lee Cutsinger be and is hereby decreed to be the adopted child of James Blackwell Talbott and Lillian Brown Talbott, his wife, and shall be entitled to the same rights of inheritance and distribution as to the estate of the petitioners, and to the same rights of protection, education and maintenance as if born to the petitioners, James Blackwell Talbott and Lillian Brown Talbott, his wife, in lawful wedlock.

It is further ordered and decreed that the name of the infant child, Nancy Lee Cutsinger be changed to Nancy Lee Talbott.

The Petitioners to pay the costs.

Ridgely P. Melvin C.J.

To Whom it May Concern.

This is to certify that James Blackwell and Lillian Brown Talbott, his wife, are highly respected residents of Anne Arundel County. That they have no children of their own. They are trustworthy and their moral character is beyond reproach.

Jos Chaney
Elizabeth Hall Chaney

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 18th day of April in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Elizabeth Hall Chaney and made oath in due form of law that the above matters and facts are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Joseph Chaney Notary Public.

To Whom it May Concern.

This is to certify that I have known James Blackwell Talbott and Lillian Brown Talbott, his wife, for 15 years, that they are people of high moral standing in their neighborhood, and are financially able to raise and educate a child. I therefore recommend them to the Court as being of a high moral standard and worthy of any trust reposed in them.

Clair S. Stevenson
Elisabeth Hall Chaney

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 18th day of April in the year 1945, before me, the

subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Clair S. Stevenson and made oath in due form of law that the above matters and facts are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Joseph Chaney Notary Public.

This is to certify that I, Helen Marcellus, Head Nurse of the Calvert County Hospital, Prince Frederick, Maryland, knew Jeanne Cutsinger as a maternity patient at said Hospital. That she gave birth to a female child in said Hospital on the 11th day of October in the year 1944. That the said Jeanne Cutsinger of her own free will left said baby, now known as Nancy Lee Cutsinger, with said Hospital for adoption, and did sign a release to said Hospital and to the affiant, discharging both from responsibility regarding adoption, as per exhibit filed herewith.

That the father of said child is unknown to this affiant.

Helen Marcellus

Subscribed and sworn to before me this
28 day of April in the year 1945.
(NOTARIAL SEAL) Maurice T. Lusby Jr. Notary Public.

This is to certify that I, Page C. Jett, a physician, residing at Prince Frederick, Calvert County, Maryland, attended Jeanne Cutsinger at the birth of her child who is now being adopted by James Blackwell Talbott and Lillian Brown Talbott, his wife, under the name of Nancy Lee Cutsinger. That the said Jeanne Cutsinger of her own free will did give up her baby for adoption as per her signed statement hereto attached.

That said child was born on the 11th day of October in the year 1944 at the Calvert County Hospital, the whereabouts of the child's father being unknown to this affiant.

Page C. Jett

Subscribed and sworn to before me this
28 day of April in the year 1945.
(NOTARIAL SEAL) Maurice T. Lusby Jr. Notary Public.

Calvert County Hospital
Prince Frederick, Md.
I. N. King, M. D., Supt.

Oct. 15, 1944

I, Jeanne Cutsinger, do hereby agree that I am willing to give up my baby for adoption and do release the Calvert County Hospital and the head nurse, Mrs. Helen Marcellas, of any responsibility regarding this adoption.

Witnesses. Signed Jeanne Cutsinger

Helen Marcellas, R.N.

Ann Ruth Cox

Filed June 14" 1945.

IN THE MATTER OF THE PETITION FOR	:	No. 8883 Equity
CHANGE OF NAME OF DOROTHY ELIZABETH	:	In The Circuit Court For
SPAN	:	Anne Arundel County

Petition for change of name and Order of Court thereon

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Dorothy Elizabeth Span, by Pauline White Ryznar, her mother and next friend, respectfully represents:

1. That she was born in Blowing Rock, County of Watauga, State of North Carolina on September 21, 1928, and her given name was certified on the certificate of birth of the Officer of the Register of deed of Watauga County, North Carolina as Dorothy Elizabeth Span.

2. That thereafter her father, Charles R. Span, did not live with her mother and her mother has retained her maiden name of Pauline White, with whom she lived, and that your Petitioner used the name of Dorothy Elizabeth White and used the same as her registered name through school, and is known as Dorothy Elizabeth White by all her friends and relatives; and, accordingly, she finds it to her best interest and her convenience as that of others, to officially change her name from Dorothy Elizabeth Span to Dorothy Elizabeth White, and respectfully petitions this Court to pass an Order to that end.

Respectfully submitted,

Louis M. Strauss
Atty. for Petitioner

Dorothy Elizabeth Span
Petitioner

Pauline White Ryznar
Mother and next friend of Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 22nd day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dorothy Elizabeth Span and Pauline White Ryznar, her mother and next friend, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine S. Mason Notary Public

Filed June 26" 1945.

ORDER OF COURT

Upon the aforegoing Petition and affidavit, it is hereby Ordered this 28th day of June, 1945, by the Circuit Court for Anne Arundel County, that the name of the Petitioner, Dorothy Elizabeth Span, be, and it is hereby changed to Dorothy Elizabeth White.

Costs of this proceeding to be paid by the Petitioner.

James Clark Judge

Filed June 28" 1945.

JOSEPH EDWARD CREHAN AND JENNIE F. CREHAN, : No. 8884 Equity
HIS WIFE : In The Circuit Court For
IN THE MATTER OF ADOPTION DONNA MARY BARNES : Anne Arundel County.

Petition, Affidavit, Order of Court for Adoption of Mary Donna Barnes

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Joseph Edward Crehan and Jennie F. Crehan, his wife, by Frankie Wilson, their Solicitor, respectfully shows unto your Honor, as follows:

1. That they are both residents of Anne Arundel County, in the State of Maryland, residing at the corner of Argon and Fairview Avenues, Raynor Heights, Fifth District.

2. That Estella Barnes is the natural mother of Mary Donna Barnes, infant, born January 11, 1945; that the whereabouts of the natural father are unknown.

3. That the said infant lives with your Petitioners, Joseph Edward Crehan and Jennie F. Crehan, his wife, at Argon and Fairview Avenues, Raynor Heights, Fifth District of Anne Arundel County, Maryland.

4. That said Petitioners, Joseph Edward Crehan and Jennie F. Crehan, desire to adopt said infant and extend to her all benefits, privileges and rights contemplated by law, and that they believe that the said adoption will be for the best interest and welfare of the said infant child.

5. That the said Estella Barnes, mother of the said infant child assents to this petition.

6. That your Petitioners, Joseph Edward Crehan and Jennie F. Crehan, his wife, desire that the name of the said infant child be changed from Mary Donna Barnes to Eileen Mary Crehan.

WHEREFORE, your Petitioners pray:

(a) That a decree may be passed by this Honorable Court, declaring Mary Donna Barnes to be legally adopted by your Petitioners, Joseph Edward Crehan and Jennie F. Crehan, his wife.

(b) That the name of said infant be changed to Eileen Mary Crehan.

(c) AND such further relief as this case may require.

AND AS IN DUTY BOUND, ETC.

Joseph E. Crehan
Jennie F. Crehan
Estella Barnes

Frankie Wilson
Solicitor for Petitioners

Estella Barnes, the natural mother of the said infant child, Mary Donna Barnes, hereby assents to the passage of the decree prayed for in the aforegoing petition.

Estella Barnes

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That before me, this 25th day of June, 1945, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph Edward Crehan, Jennie F. Crehan, his wife, and Estella Barnes, 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 their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Elizabeth Lee Davis Notary Public.

Filed June 28" 1945.

CERTIFICATE OF PHYSICIAN

CERTIFICATE

I, Raymond V. Glann, M. D., residing at 2708 Hollins Ferry Rd. Baltimore Md. State of Maryland, do certify that I am a licensed physician of the State of Maryland; that I am now actively engaged in the practise of medicine in the County of Anne Arundel; that I have been engaged in the practise of medicine for the past 40 years.

I am familiar with the background and facts connected with the proposed adoption proceedings of the infant named Mary Donna Barnes, who was born at Pittsburgh, Pennsylvania, on January 11, 1945, and from my knowledge of the background and of the facts it is my opinion that it is for the best interest and welfare of the child that she be adopted by Joseph Edward Crehan and Jennie F. Crehan, his wife.

Subscribed and sworn to by me this 24 day of June, 1945.

Raymond V. Glann, M.D. Frankie D. Wilson Notary Public

(NOTARIAL SEAL)

Filed June 28" 1945.

DECREE June 28 1945.

Upon consideration of the aforegoing petition, affidavit and medical certificates, and the Court being satisfied that the best interests and welfare of the infant child named in these proceedings will be promoted by a Decree of adoption as prayed for in said petition

IT IS THEREUPON this 28th day of June, 1945, by the Circuit Court for Anne Arundel County, In Equity, Adjudged, Ordered and Decreed that Mary Donna Barnes, the infant child named in these proceedings be, and she is, hereby declared to be the adopted child of Joseph Edward Crehan and Jennie F. Crehan, his wife;

AND FURTHER that the name of the said infant child be changed to Eileen Mary Crehan.

James Clark Judge

Filed June 28" 1945.

IN THE MATTER OF THE PETITION FOR	:	No. 8885 Equity
CHANGE OF NAME OF PHILIP AD CHEPLOWITZ	:	In The Circuit Court For
	:	Anne Arundel County

Petition for change of Name and Order of Court thereon

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Philip Ad Cheplowitz, respectfully represents:

1. That he was born in Baltimore, Maryland on September 26, 1919 and thereafter used the given name of Philip Ad Cheplowitz.

2. That your Petitioner finds that in using this name it is inconvenient because of its pronunciation in that it necessitates the spelling thereof and the repeating thereof several times in connection with conversations and use thereof, and that it would better

serve his purpose and those dealing with him to change his name to Philip Ad Chep, and he, therefore, respectfully petitions the Court to pass an Order to that end.

Respectfully submitted,

Louis M. Strauss — Philip Ad Cheplowitz

Atty. for Petitioners — Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Philip Ad Cheplowitz, and made oath in due form of law that the matters stated in the aforegoing petition are true.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine S. Mason Notary Public.

Filed June 28" 1945.

ORDER OF COURT.

Upon the aforegoing Petition and affidavit, it is hereby Ordered this 28th day of June, 1945, by the Circuit Court for Anne Arundel County, that the name of the Petitioner, Philip Ad Cheplowitz, be, and it is hereby changed to Philip Ad Chep.

Costs of this proceeding to be paid by the Petitioner.

James Clark Judge

Filed June 28" 1945.

IN THE MATTER OF THE	:	No. 8886 Equity
ADOPTION OF	:	In The Circuit Court For
ROBERT TURNER, INFANT	:	Anne Arundel County.

PETITION FOR ADOPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Reuben A. Labovitz and Marcelle Labovitz, his wife, of Annapolis, Anne Arundel County, Maryland, respectfully show unto your Honors:

FIRST: That your Petitioners, Reuben A. Labovitz and Marcelle Labovitz, his wife, were married on the 4th day of October, 1931, in Baltimore City, Maryland, and reside together at Annapolis, Maryland.

TWO: That the said Reuben A. Labovitz is an officer of J. Labovitz and Company and the manager of stores operated by the said company in the City of Annapolis; and his wife, Marcelle Labovitz, manages and operates the home of your petitioners.

THREE: That the said Robert Turner, infant, was born on the 16th day of March, 1943 at the Gallinger Hospital, Washington, D. C. to Drucilla Turner, and that the father of the said infant child is unknown and not recorded, as evidenced by the Certificate of Birth, which is filed herewith as "Petitioners' Exhibit A"; and that the said infant was placed in the custody of your petitioners in April, 1943.

FOUR: That your Petitioners desire jointly to adopt as their child the said infant, Robert Turner, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully aver, allege, and show, that they

maintain a modern and comfortable home at the residence aforesaid, and that they are willing to provide for the proper care, maintenance, education and rearing of the said infant child. And your petitioners further allege that the mother of said infant, Robert Turner, is willing to have this Honorable Court pass a decree of adoption in the premises, whereby her said infant child, Robert Turner, shall become the adopted child of your petitioners; and in proof thereof, your Petitioners attach hereto as a part hereof the written consent of the said Drucilla Turner, showing her willingness to have her said son so adopted by your petitioners, which is marked "Petitioners' Exhibit B".

FIVE: That your petitioners believe, and therefore aver, that it will be for the best interest and welfare of the said infant that he be so adopted by your petitioners, and that his well-being, comfort and happiness will be properly promoted by such adoption; and your petitioners file herewith as a further part hereof, written statements of Geneva Witt and Harry Wollman, citizens of Anne Arundel County, in support of this petition, showing that your petitioners are fit persons to become the adopting parents of the said infant, which statements are marked "Petitioners' Exhibit C" and "Petitioners' Exhibit D" respectively.

Your Petitioners, therefore, respectfully pray:

1. That a decree may be passed by this Honorable Court, declaring the said infant child, Robert Turner, to be the adopted child and son of your petitioners, Reuben A. Labovitz and Marcelle Labovitz, his wife, in accordance with the laws of the State of Maryland; and that the name of the said infant child, Robert Turner, be changed to that the name of the said infant child, Robert Turner, be changed to that of your petitioners, and that he be thereafter known as Neal Samuel Labovitz.

2. That your petitioners may have such other and further relief as their cause and equity may require.

AND AS IN DUTY BOUND, etc.

Louis M. Strauss
Solicitor for Petitioners

Reuben A. Labovitz
Marcelle R. Labovitz
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 3rd day of July, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Reuben A. Labovitz and Marcelle Labovitz, his wife, the within petitioners, and made oath in due form of law that the matters and facts set out and alleged in said petition are true, as therein stated, to the best of their knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Josephine S. Mason Notary Public

Filed July 5" 1945.

Petitioners' Exhibit A, B, C, and D

WASHINGTON DISTRICT OF COLUMBIA

SURRENDER AND CONSENT TO ADOPTION OF INFANT CHILD

This certifies that I, Durcilla Turner, a citizen of the United States and a resident of the City of Washington, District of Columbia, am the mother of the male infant born

on the 16th day of March 1943, and known as Baby Turner: that I am more than twenty one years of age and alone have authority to surrender said child; that I am unable to properly provide for said child and am desirous of having said infant adopted by some suitable person or persons believing that the welfare of the child will be promoted by its being placed in a good home; and whereas ___ has consented to arrange for said adoption, provided clear and final release and relinquishment of any and all rights to the custody control and possession of said infant will be given by the undersigned, I do hereby voluntarily, _nconditionally and absolutely surrender, release and relinquish to Marcel__ Labowitz or some person or persons selected by her, any and all claim to the said infant, and I do hereb_ expressly consent to the adoption of said infant by Marcel__ Labovitz, or by a person or persons selected by her and do hereby waive all legal rights to said infant, and bind myself not to assert said rights in any court or contest said adoption or interfere in any way with the rearing and up bringing of said child, and do hereby expressly ratify the arrangements made by Marcel__ Labovitz and in the same manner as if the undersigned personally gave such consent at the time of the adoption.

Drucilla Turner

TO WHOM IT MAY CONCERN

I, Harry Wollman, of Annapolis, Anne Arundel County, Maryland, do hereby certify that I have personally known Reuben A. Labovitz and Marcelle Labovitz, his wife, for 10 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Annapolis, Maryland, that they enjoy the social respect of the community in which they reside; that Reuben A. Labovitz is an officer of J. Labovitz and Company and the manager of stores operated by the said company in the City of Annapolis; and that any children that would become members of their household would enjoy and benefit from the operation of such a household and environment and good parental care.

Witness: Phil Pheplowitz

Harry Wollman

PETITIONERS' EXHIBIT D

TO WHOM IT MAY CONCERN

I, Geneva Witt, of Annapolis, Anne Arundel County, Maryland, do hereby certify that I have personally known Reuben A. Labovitz and Marcelle Labovitz, his wife, for 5 years and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Annapolis, Maryland; that they enjoy the social respect of the community in which they reside; that Reuben A. Labovitz is an officer of J. Labovitz and Company and the manager of stores operated by the said company in the City of Annapolis; and that any children that would become members of their household would enjoy and benefit from the operation of such a household and environment and good parental care.

Witness: Ingrid I. Conners

Geneva Witt

PETITIONERS' EXHIBIT C

Filed July 5th 1945.

J.H.H. #61

THE UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

BUREAU OF THE CENSUS WASHINGTON

Notification of Birth Registration

This certifies that the following Record of Birth is registered and preserved in the office of the Bureau of Vital Statistics at the District of Columbia Department of Health, Washington, D. C.

Name Robert Turner Sex Male No. 497,148

Date of Birth Mar. 16, 1943 Place of Birth Gallinger Hospital

Name of Father Not recorded

Maiden Name of Mother Drucilla Turner

F. C. Capt, Director of the Census

George C. Rumand M.D.
Special Agent, Bureau of the Census.

PETITIONERS' EXHIBIT A

DECREE OF ADOPTION July 5" 1945.

Reuben A. Labovitz and Marcelle Labovitz, his wife, of Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed therein and herein, declaring Robert Turner, infant, to be their adopted son, in accordance with the provisions of the laws of the State of Maryland, the natural mother of the said infant having expressed her willingness to and desire for such adoption and it appearing to the Court that the best interests and welfare of the said Robert Turner, infant, will be promoted by such adoption,

IT IS THEREUPON, this 5th day of July, 1945, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED, AND DECREED, that Robert Turner, infant child of Drucilla Turner, be and he is hereby declared to be the adopted child of Reuben A. Labovitz and Marcelle Labovitz, his wife; and it is further ADJUDGED, ORDERED, AND DECREED, by the authority aforesaid, that the name of the said infant child be hereby changed from Robert Turner to Neal Samuel Labovitz, and it is further ORDERED that the petitioners pay the costs of these proceedings.

James Clark Judge

Filed July 5" 1945.

EX PARTE	:	No. 8889 Equity
IN THE MATTER OF THE ADOPTION	:	In The Circuit Court For
OF	:	Anne Arundel County
RICHARD LEE ISHAM, AN INFANT.	:	

Petition, affidavit, consent, report of Society, order of Court

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of John Sprague and Adaleise Sprague, his wife, respectfully represents unto your Honor:

1. That your petitioners are married and residents of Ferndale, Anne Arundel County, State of Maryland; that the said infant, Richard Lee Isham, resides with your petitioners; that your petitioners are possessed of means enabling them to properly maintain and rear said infant.

2. That the said infant was born on March 15, 1944, and is the illegitimate son of Edith Isham; that said illegitimate infant was, on May 19, 1944, placed with the Maryland Children's Aid Society by Edith Isham, his mother, for the purpose of placement of said child for adoption; that said infant was placed with your petitioners on July 24, 1944 by said Society for the purpose of the adoption of said infant by your petitioners; that the Maryland Children's Aid Society now consents and approves of the adoption of said infant by your petitioners; that said Society has, since said placement, supervised said infant and his care in the home of your petitioners.

3. That a mutual feeling of affection has arisen between your petitioners and said infant; that your petitioners are now desirous of adopting said infant as their own child and believe and aver that the best interests and welfare of the said infant will be promoted thereby.

4. That the Maryland Children's Aid Society has made a full investigation of the proposed adoption and that a report of said investigation is attached to this petition.

5. That Edith Isham, mother of said infant, consents to said adoption as is shown by her consent attached hereto.

6. That your petitioners desire to change the name of said infant from Richard Lee Isham to Stephen Henry Sprague.

WHEREFORE your petitioners respectfully pray this Honorable Court to pass a decree declaring said infant, Richard Lee Isham, to be the adopted child of your petitioners and changing the name of said infant from Richard Lee Isham to Stephen Henry Sprague.

And as in duty bound, etc.

John L. Sprague
Adaleise C. Sprague
Petitioners

John A. O'Shea
Solicitor for petitioners

STATE OF MARYLAND CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 13th day of July 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared John Sprague and Adaleise Sprague, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide as therein stated to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Doris L. Dillehunt Notary Public

I, Edith Isham, now residing in Baltimore, Maryland do hereby consent to the adoption of my son, born 3-15-44 by John Sprague and Adaleise Sprague, his wife, to be prayed of the Circuit Court for Anne Arundel County

I, Edith Isham, do further consent to any change of name of the said infant, which the said John Sprague and Adaleise Sprague, his wife may pray of the Circuit Court.

Russell Glock Edith E. Isham

Witness

STATE OF MARYLAND CITY OF BALTIMORE S.S:

This is to certify that on this 19th day of May 1944 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Edith Isham who subscribed the aforegoing consent in my presence.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Russell Glock Notary Public

I, Edith Isham, now residing in Baltimore City do hereby authorize and empower the Maryland Children's Aid Society or any organization or individual acting as its agent, to place my son, born 3-15-44 in Baltimore, Maryland, with any family or families in the State of Maryland, with a view toward the adoption of said infant by the said family or families.

I, Edith Isham, also promise to pay support, board and clothing, for said infant until such time as said infant may be placed for adoption.

I have this day requested the Maryland Children's Aid Society to make a placement of my child, Richard Lee Isham, with a view toward her eventual adoption and have delivered the custody of said infant to the Maryland Children's Aid Society for that purpose.

Russell Glock Witness Edith E. Isham Guardian

MARYLAND CHILDREN'S AID SOCIETY

Hon. Ridgely P. Melvin
Circuit Court of Anne Arundel County
Annapolis, Maryland

Re: Richard Lee —
Born March 15, 1944

Dear Judge Melvin:

The Maryland Children's Aid Society placed an infant boy in the home of Mr. and Mrs John Sprague, Ferndale, Maryland, July 24, 1944 with view to adoption.

Mr. and Mrs. Sprague, Protestants, own a very comfortable five room frame bungalow, are intelligent, well-educated, substantial people, financially secure. They are thrifty and manage their income well.

The child has been in the home a year under careful supervision and his adjustment and development is most satisfactory. Mr. and Mrs. Sprague have been most cooperative with this Agency during the entire year.

We therefore recommend that it is for the best interests of Richard Lee that he be legally adopted by Mr. and Mrs. John Sprague.

Sincerely yours,

Anna C. Krieger Supervisor

Filed July 20" 1945.

PETITION AND ORDER

The petition of John Sprague and Adeleise Sprague, his wife, respectfully represents unto your Honor:

1. That your petitioners previously filed herein a petition for adoption of Richard Lee Isham, an infant.

2. That in said petition no statement is made as to the father of said infant or as to the legitimacy of said infant; that said infant was born out of wedlock to Edith Isham on March 15, 1944.

WHEREFORE your petitioners respectfully pray this Honorable Court to pass an order authorizing the amendment of the petition for adoption previously filed herein by interlineation to show that child was born out of wedlock.

And as in duty bound, etc.

John A. O'Rhea
Solicitor for Petitioners

Filed July 28" 1945.

Upon the foregoing petition it is ordered this First day of August, 1945, by the Circuit Court of Anne Arundel County that leave be granted to amend the petition previously filed herein by interlineation of the words "out of wedlock" after the word "born" in the first line of the paragraph numbered "2" of said petition.

James Clark

Filed August 1" 1945.

DECREE OF ADOPTION August 1, 1945.

Upon consideration of the aforegoing petition, affidavit, consent and report of investigation:

It is thereupon, this first day of August, 1945, by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, and by authority of this Court, Adjudged, Ordered and Decreed, that Richard Lee Isham be and he is hereby declared to be the legally adopted child of John Sprague and Adeleise Sprague, his wife, as prayed in said petition and that the name of the said Richard Lee Isham be and the same is hereby changed from Richard Lee Isham to Stephen Henry Sprague, and that the said petitioners pay the cost of the proceedings to be taxed by the Clerk.

James Clark Judge

Filed August 1" 1945.

IN THE MATTER OF THE ADOPTION AND	:	No. 8890 Equity
CHANGE OF NAME OF	:	In The Circuit Court For
FRANCIS JOSEPH REDDING, infant	:	Anne Arundel County.

PETITION FOR ADOPTION, CONSENT and CERTIFICATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of MICHAEL J. CARROLL and MARTHA O. CARROLL, his wife, respectfully represents unto Your Honors:

FIRST: That they are residents of Anne Arundel County, Maryland, and that your petioner, MICHAEL J. CARROLL, is employed by the Hudson Supply and Equipment Company of

Washington, D. C., as auditor, where he earns approximately $4,800.00 a year.

SECOND: That your petitioners were married at Front Royal, Virginia, on July 16, 1935, and that they have lived at Riva, Anne Arundel County, Maryland, since 1937.

THIRD: That your petitioners have no children born unto them as a result of said marriage.

FOURTH: That MARGARET REDDING, a resident of Baltimore, Maryland, is the mother of FRANCIS JOSEPH REDDING, who was born unto her out of wedlock in said City of Baltimore on December 31, 1939, and who is now five years six months of age. That said child has resided with your petitioners with the consent of the Catholic Charities of the Archdiocese of Baltimore since March 24, 1945.

FIFTH: That your petitioners have become very much attached to the said infant child, and they desire and are anxious and willing to adopt him as their own so as to confer upon him all rights vouchsafed under the law in such cases. They further desire to retain said child under their roof and to care for and provide for him as their own, to educate and train him in a manner conducive to his best interests.

SIXTH: That your petitioners, MICHAEL J. CARROLL and MARTHA O. CARROLL, have received the consent of the mother of said child to this adoption, as is evidenced by her written assent attached hereto.

SEVENTH: That they have also received the consent of the Catholic Charities of the Archdiocese of Baltimore, Maryland, to said adoption, to whom the custody of said child was transferred by the said MARGARET REDDING on March 27, 1945, all of which is evidenced by the written consent attached hereto.

EIGHTH: Your petitioners further pray this Honorable Court that the name of FRANCIS JOSEPH REDDING be changed to FRANCIS JOSEPH CARROLL.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said FRANCIS JOSEPH REDDING the adopted child of MICHAEL J. CARROLL and MARTHA O. CARROLL, his wife.

(2) THAT the name of FRANCIS JOSEPH REDDING be changed from FRANCIS JOSEPH REDDING to FRANCIS JOSEPH CARROLL.

(3) THAT your petitioners may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioners and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman — Michael J. Carroll

Solicitor for Petitioners — Martha O. Carroll Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of July, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared MICHAEL J. CARROLL and MARTHA O. CARROLL, his wife, and made oath in due form of law that the matters and facts mentioned in the foregoing petition are true as therein set forth.

(NOTARIAL SEAL) — Grace R. Hartge Notary Public

The Catholic Charities of the Archdiocese of Baltimore, to whom custody of Francis Joseph Redding was transferred by Margaret Redding, his mother, on March 27, 1945, with authority to place said child in a foster home of its selection for the purpose of adoption, does hereby assent to the application of Michael J. Carroll and Martha O. Carroll, his wife, to have the said Francis Joseph Redding declared to be their adopted child. We further certify that we have an extensive investigation of the qualifications of said petitioners and find them to be worthy and proper persons to have the care and custody of the infant child named herein.

THE CATHOLIC CHARITIES OF THE
ARCHDIOCESE OF BALTIMORE
By Margaret Wallace Asst. Director

Annapolis, Maryland July 25, 1945

We, the undersigned, hereby certify that we have known MICHAEL J. CARROLL and MARTHA O. CARROLL, his wife, for the number of years set opposite our names and that we know them to be honest, sober, industrious and reliable.
We further believe them to be proper persons to have the care and custody of the infant child named herein; and we believe they will make kind, devoted and loving parents.

Angele Magee Moriority D.D.S. 6 years
Ruth L. Leichtfuss, 4 years.

CONSENT

I, Margaret Redding, mother of Francis Joseph Redding, the said infant, born in Baltimore (City) Maryland (State), on Dec. 31, 1939 (Date), do hereby consent to his adoption and to the change of his name as desired by the adopting parents.

Witness: William R. Donohue Margaret Redding (SEAL)

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this_day of March 27th 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Margaret Redding, and made oath in due form of law that the matters and facts set forth in the foregoing consent was made of her own free will and volition.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) William R. Donohue Notary Public

Date March 27, 1945

For and in consideration of the services rendered by the Catholic Charities of the Archdiocese of Baltimore, Maryland, I, Margaret Redding, mother of Francis Joseph Redding born Dec. 31, 1939 (date), (at which time I was unmarried) in Baltimore (City), Maryland (State), do hereby consent to the transfer of the custody of my child to the aforesaid Catholic Charities of the Archdiocese of Baltimore, Maryland,-and I do hereby also authorize the said agency to place my aforesaid child in a foster home of its selection for the purpose of adoption.

Witness my hand and seal this 27 day of March, 1945.

Witness: William R. Donohue Margaret Redding (SEAL)

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 27th day of March, 1945, before me, the subscriber, a

Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Margaret Redding, and made oath in due form of law that the matters and facts set forth in the foregoing statement was made of her own free will and volition.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) William R. Donohue Notary Public

Filed July 25" 1945.

DECREE

THE above-entitled cause, being ready for decree and being submitted, the petition and all of the other proceedings were read and considered by the Court.

THE Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, FRANCIS JOSEPH REDDING, will be served by the passage of the following order.

IT IS THEREUPON this 27th day of July, 1945, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, FRANCIS JOSEPH REDDING, mentioned in these proceedings, be and he is hereby decreed to be the legally adopted child of MICHAEL J. CARROLL and MARTHA G. CARROLL, his wife, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, FRANCIS JOSEPH REDDING, be and it is hereby changed from FRANCIS JOSEPH REDDING to FRANCIS JOSEPH CARROLL.

IT is further ordered that the said petitioners shall pay the costs of these proceedings, to be taxed by the Clerk.

James Clark Judge

Filed July 27" 1945.

IN THE MATTER OF THE ADOPTION AND	:	No. 8900 Equity
CHANGE OF NAME OF	:	In The Circuit Court For
ROBERT EDWARD TAYLOR, infant	:	Anne Arundel County

PETITION FOR ADOPTION, CONSENTS and CERTIFICATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of FRED B. CHASE respectfully represents unto Your Honors:

FIRST: That your petitioner is a resident of Arnold, Anne Arundel County, Maryland, and that he is a commissioned officer in the United States Navy, ---------- with the rank of lieutenant, junior grade, temporarily on duty at Lakewood, New Jersey; and that as such officer, he receives a salary approximately $250.00 monthly.

SECOND: That your petitioner was married to VIRGINIA C. TAYLOR on December 8, 1940, at Annapolis, Maryland, and that they have resided in Anne Arundel County since that date whenever your petitioner's duty permitted.

THIRD: That your petitioner and the said VIRGINIA T. CHASE have no children born unto them as a result of said marriage; but the said VIRGINIA T. CHASE has one child as a result of her former marriage to Charles George Taylor, namely, ROBERT EDWARD TAYLOR, age 19, born on March 29, 1926, at Annapolis, Maryland. That she obtained a divorce from the said Charles George Taylor, now deceased, on April 1, 1930.

FOURTH: That the said ROBERT EDWARD TAYLOR has resided with your petitioner and his wife ever since their marriage, and your petitioner has become very much attached to him.

That your petitioner desires and is anxious and willing to adopt the said ROBERT EDWARD TAYLOR as his child so as to confer upon him all rights vouchsafed under the law in such cases. He further desires to retain said infant child under his roof and to care for him as his own son, to educate and train him in a manner conducive to his best interests.

FIFTH: Your petitioner further prays this Honorable Court that the name of Robert Edward Taylor be changed to Robert Edward Chase.

SIXTH: That attached hereto is the written consent of the said VIRGINIA T. CHASE and ROBERT EDWARD TAYLOR to said adoption and change of name.

TO THE END, THEREFORE:

(1) THAT this Honorable Court may pass a decree declaring the said ROBERT EDWARD TAYLOR the adopted child of FRED B. CHASE.

(2) THAT the name of ROBERT EDWARD TAYLOR be changed from ROBERT EDWARD TAYLOR to ROBERT EDWARD CHASE.

(3) THAT your petitioner may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONORS to take such action and pass such order as may effectuate the wish and intention of your petitioner and promote the best interest and welfare of the said minor.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Petitioner

Fred B. Chase
Petitioner

STATE OF NEW JERSEY, OCEAN COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of August, 1945, before me, the subscriber, a Notary Public of the State of New Jersey, in and for the county aforesaid, personally appeared FRED B. CHASE and made oath in due form of law that the matters and facts mentioned in the foregoing petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

My Commission Expires Mar. 17, 1947

G. Clinton Griggs Notary Public
Notary Public of New Jersey

I, VIRGINIA T. CHASE, mother of ROBERT EDWARD TAYLOR, do hereby assent to the application of FRED B. CHASE to have the said ROBERT EDWARD TAYLOR declared the adopted child of FRED B. CHASE and to have his name changed to ROBERT EDWARD CHASE.

Virginia T. Chase

STATE OF NEW JERSEY, OCEAN COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of August, 1945, before me, the subscriber, a Master in Chancery of the State of New Jersey, in and for the county aforesaid, personally appeared VIRGINIA T. CHASE and made oath in due form of law that the matters and facts set forth above are true to the best of her knowledge and belief and that she freely assents to the adoption of her infant child by FRED B. CHASE and to the change of his name to that of ROBERT EDWARD CHASE.

AS WITNESS my hand and Notarial Seal.

Milton Miller A Master in Chancery
of New Jersey

I, ROBERT EDWARD TAYLOR, age 19, do hereby assent to the application of FRED B. CHASE to have me declared his adopted child; and I further consent to having my name changed from ROBERT EDWARD TAYLOR to ROBERT EDWARD CHASE.

Robert Edward Taylor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ROBERT EDWARD TAYLOR and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief and that he freely assents to his adoption by FRED B. CHASE and to change of his name to that of ROBERT EDWARD CHASE.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Grace R. Hartge Notary Public.

Annapolis, Maryland August 11" 1945.

We, the undersigned, hereby certify that we have known FRED B. CHASE for the number of years set opposite our names, and that we know him to be honest, sober, industrious and reliable. We further believe him to be a proper person to have the care and custody of the infant child named herein; and we believe he will make a kind, devoted and loving father.

Jane Sands 5 years

Mrs. Lottie McNelly 5 years

Filed Aug. 13" 1945.

DECREE.

THE above-entitled cause, being ready for decree and being submitted, the petition and all of the other proceedings were read and considered by the Court.

THE Court, being satisfied upon careful investigation that the best interest and welfare of the said infant, ROBERT EDWARD TAYLOR, will be served by the passage of the following order.

IT IS THEREUPON this 14th day of August, 1945, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the infant, ROBERT EDWARD TAYLOR, mentioned in these proceedings, be and he is hereby decreed to be the legally adopted child of FRED B. CHASE, with all the rights vouchsafed under the laws of the State of Maryland.

AND it is further adjudged, ordered and decreed that the name of the said infant, ROBERT EDWARD TAYLOR, be and it is hereby changed from ROBERT EDWARD TAYLOR to ROBERT EDWARD CHASE.

IT is further ordered that the said petitioner shall pay the costs of these proceedings, to be taxed by the Clerk.

Ridgely P. Melvin Judge

Filed Aug. 14, 1945.

IN THE MATTER OF THE ADOPTION	:	No. 8901 Equity
OF	:	In the Circuit Court For
PHILIP JOSEPH McCREADY, an infant	:	Anne Arundel County

Petition for adoption and change of name and order of Court thereon

To the Honorable, the Judge of said Court:

The petitioner of Robert S. Quackenbush, Jr., and Bertha L. Quackenbush, his wife, respectfully shows:

1. That your Petitioners were duly married on the 25th day of June, in the year 1928, and although they have desired children of their own the Almighty God has not seen fit to bless them with any and to that end they desire to adopt a child and raise him as their own.

2. That one of your Petitioners, to wit: Robert S. Quackenbush, Jr., is a Captain in the United States Navy and is about to leave his home under orders from the Navy Department for an undisclosed destination.

3. That on June 5th, 1945, your Petitioners had placed in their home by the Catholic Charities of the Archdiocese of Baltimore a male child who was born on the 10th day of April, 1938, whom they call Philip Stewart Quackenbush. That the said child has been in the care of the Catholic Charities of the Archdiocese of Baltimore since his birth and no birth certificate has ever been issued for the said child as far as your Petitioners have been able to ascertain.

4. That your Petitioners desire jointly to adopt as their child the said infant in accordance with the provisions of the Code of Public General Laws of Maryland (1939) Art. 16, Sec. 78, and respectfully aver, allege and show that they maintain a modest and comfortable home and they are willing to provide for the proper care, maintenance, education and rearing of the said infant child.

To the end, therefore:

1. That the said Philip Joseph McCready be declared to be the adopted son of your petitioners, Robert S. Quackenbush, Jr., and Bertha L. Quackenbush, his wife.

2. That the name of the said child who was born April 10th, 1938, may be decreed to be Philip Stewart Quackenbush.

3. That an order may be passed by this Honorable Court directing the Bureau of Vital Statistics, Baltimore, Maryland, to enter among the records the date of birth of said child to be April 10th, 1938, and that your Petitioners be named therein as his parents.

4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Petitioners

Robert S. Quackenbush Jr.
Bertha L. Quackenbush
Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 10th day of August in the year 1945 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Robert S. Quackenbush, Jr. and Bertha L. Quackenbush, his wife and each made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff Notary Public

Filed Aug. 14" 1945.

ORDER OF COURT.

Upon the aforegoing petition and affidavit, it is this 5th day of September, 1945, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that Philip Joseph McCready be and he is hereby declared to be the adopted child of the

petitioners Robert S. Quackenbush, Jr., and Bertha L. Quackenbush, his wife, with all the rights and privileges afforded said child by the Laws of the State of Maryland and by its statute in such cases made and provided.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the name of the said infant Philip Joseph McCready be and the same is hereby changed to Philip Stewart Quackenbush.

And it is further ORDERED that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin Judge

Filed Sept. 5" 1945.

The Catholic Charities of the Archdiocese of Baltimore, Inc.
415 Cathedral Street, Baltimore 1, Maryland

July 19, 1945

Mr. George B. Woelfel
Annapolis, Md.

Dear Mr. Woelfel:

We have your letter regarding the plans of Captain and Mrs. Quackenbush to adopt Philip Joseph McCready, the child they now have placed in their home. According to our records Philip was born at St. Agnes Hospital, Baltimore, on 4-10-38. His mother is Virginia McCready of Crisfield, Md., unmarried; his father is unknown.

His mother abandoned him at the Institution when he was five months of age. In spite of numerous efforts on the part of the agency we have not been able to locate her since that time. She has never been to see him at the Institution. According to the information we were able to obtain she did not return to her home in Crisfield. Until Philip's placement in the home of Capt. and Mrs. Quackenbush, he was placed first at St. Vincent's Infant Home and later at St. Patrick's Home. He has no interested relatives.

We do not have a birth certificate for the child in our record. However, we will attempt to secure one through the Health Department and will mail it to you. If there is any additional information you would like to have regarding the child, we will try to send it to you as soon as possible.

Very truly yours,

AEW'E

Anne E. Wolf (R.E) Supervisor

LICENSE
STATE OF MARYLAND No. 5318
STATE DEPARTMENT OF PUBLIC WELFARE

This is to Certify, That a license is granted To ROBERT S. & BERTHA L. QUACKENBUSH, JR. Residing at 1~~0~~9 NORTH WEST STREET, ANNAPOLIS, MARYLAND for the care of minor children under the supervision of CATHOLIC CHARITIES OF THE ARCHDIOCESE OF BALTIMORE

This license is issued in accordance with Article 88a, Annotated Code of Maryland, and is subject to the rules and regulations of the State Department of Public Welfare. It shall be in effect until cancelled unless revoked for due cause by the State Department of Public Welfare or its agent as provided in the Article.

LIMITATIONS

Age	Sex	No. of Children	Other
7 yrs. or over	Male	1	

STATE DEPARTMENT OF PUBLIC WELFARE

By J. Milton Patterson

June 5, 1945
date of issuance

Title DIRECTOR

STATE DEPARTMENT OF PUBLIC WELFARE

120 West Redwood Street
Baltimore, Maryland

June 5, 1945

NOTICE OF ISSUING A LICENSE FOR THE CARE OF CHILDREN

Mr. & Mrs. Robert S. Quackenbush, Jr. 19 North West Street Annapolis, Maryland

My dear Mr. & Mrs. Quackenbush:

We are enclosing your license for the care of Children.

You will notice that this license is for 1 child, male, seven years or over under the supervision of Catholic Charities of the Archdiocese of Baltimore and that it is effective until cancelled.

Very sincerely yours,

J. Milton Patterson Director

We, William Wilson and Bernadene Wilson, his wife, do hereby certify that we have known the petitioners, to wit: Robert S. Quackenbush, Jr., and Bertha L. Quackenbush, his wife, for a period of twenty years and that during that time we have had an opportunity to observe the demeanor of the parties and we can verily state that they are of good character and will make good foster parents for the said infant.

William Wilson

Bernadine Wilson

We, Benjamin L. Hopping and Marie R. Hopping, his wife, do hereby certify that we have known the petitioners, to wit: Robert S. Quackenbush, Jr., and Bertha L. Quackenbush, his wife, for a period of twenty years and that during that time we have had an opportunity to observe the demeanor of the parties and we can verily state that they are of good character and will make good foster parents for the said infant.

Benjamin L. Hopping

Marie R. Hopping

IN THE MATTER OF THE ADOPTION	:	No. 8902 Equity
OF	:	In The Circuit Court For
"JOHN DOE" an infant	:	Anne Arundel County

Petition for adoption and order of Court thereon

To the Honorable, the Judge of said Court:

The petition of Thomas B. Brewer and Katherine Brewer, his wife, respectfully shows:

1. That upon the 8th day of August, in the year 1945, there was born at the Volunteers of America Hospital on Lexington Street, Baltimore, Maryland, a male child, being the illegitimate son of one Geraldine Anderson.

2. That the said Geraldine Anderson is desirous of disposing of the said child provided the said baby receives a good home.

3. That Thomas B. Brewer is a citizen of the United States, of the white race, who was born in Baltimore, Maryland, on May 29th, 1912, and whose occupation is a electrician at the United States Naval Academy, and whose wife's maiden name was Katherine Tate who likewise is of the white race and who was born in Baltimore, Maryland, on August 12th,

1915, your Petitioners having been married in Annapolis, Maryland, on the 7th day of November, 1941.

4. That since their said marriage the Almighty God has not seen fit in His Wisdom to bestow them with any offspring and as a result thereof your Petitioners are eager and anxious to adopt the aforesaid infant child and claim him as their own.

5. That your Petitioners are reputable citizens of the United States and have never been convicted of any crime and have the means wherewith to raise the said child in a station in life greater than that which it would have were this Court not to permit the adoption.

6. That your Petitioners believe and therefore aver that it would be for the best interest for all parties concerned that this adoption be granted without the publicity usually attached to an order of publication.

To the end, therefore:

1. That the said infant child be declared to be the adopted infant son of your Petitioners.

2. That the name of the said infant child be changed to John Thomas Brewer by decree of this Court.

3. That the birth record may be made to correspond with this adoption certificate so as to show Thomas B. Brewer, Jr., and Katherine Brewer, his wife, as the infant's parents.

4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

Thomas B. Brewer Jr.
Katherine L. Brewer
Petitioners

George B. Woelfel
Solicitors for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 13th day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Thomas B. Brewer, Jr., and Katherine Brewer, his wife, and each made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff Notary Public

I, Geraldine Anderson, do hereby certify that I am the mother of the illegitimate child who was born on the 8th day of August, in the year 1945, at the Volunteers of America Hospital on Lexington Street, Baltimore, Maryland, and by affixing my signature hereto I do hereby consent to give all my right, title, interest and estate in the said infant child to the Petitioners named therein.

Test Z. Townsend Parker Jr. Atty
8/13/45

Geraldine Anderson

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that upon this 13th day of August, in the year 1945, before me, the

subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Geraldine Anderson who made oath in due form of law that the matters and facts stated above are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Sadie D. Hobbs Notary Public

Filed Aug. 14, 1945.

ORDER OF COURT

Upon the aforegoing petition, affidavit and consent it is this 17th day of August, 1945, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the infant child mentioned in these proceedings be and he is hereby declared to be the adopted child of the petitioners Thomas B. Brewer, Jr., and Katherine Brewer, his wife, with all the rights and privileges afforded said child by the Laws of the State of Maryland and by its statute in such cases made and provided.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the name of the said infant child who was born on the 8th day of August, 1945, be and the same is hereby changed to John Thomas Brewer.

And it is further ADJUDGED, ORDERED and DECREED that the Bureau of Vital Statistics for the City of Baltimore be and it is hereby directed to make the appropriate entry on the child's birth certificate so as to show Thomas B. Brewer, Jr., and Katherine Brewer, as the infant's parents.

AND IT IS FURTHER ORDERED that the Petitioners pay the costs of these proceedings.

James Clark Judge.

Filed Aug. 17" 1945

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that upon this 17th day of August, in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared H. P. Friedman M.D. who made oath in due form of law that he is a practicing physician of the State of Maryland and has been practicing for more than five years, and that it would be for the best interest of the infant child born to Geraldine Anderson in the Volunteers of America Hospital on Lexington Street, Baltimore, Maryland, on August 8th, 1945, that he be adopted immediately by Thomas B. Brewer, Jr., and Katherine L. Brewer, his wife, as the natural mother has no physical means of supporting or educating the said infant.

H. P. Friedman, M.D. Affiant

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Edward J. Kessler Notary Public

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that upon this 16 day of August, in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Morris B. Schreiber, M.D. who made oath in due form of law that he is a practicing physician of the State of Maryland and has been practicing for more than five years, and that it would be for the best interest of the infant male child born to Geraldine Anderson in the Volunteers of America Hospital on Lexington Street, Baltimore, Maryland, on August 8th, 1945, that he be adopted immediately by Thomas B. Brewer, Jr.,

and Katherine L. Brewer, his wife, as the natural mother has no physical means of supporting or educating the said infant.

Morris B. Schreiber M.D. Affiant

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Anna T. MacDonald Notary Public

We, Winifield Russell and Nellie Russell, his wife, do hereby certify that we have known Thomas B. Brewer, Jr., all his life and have known Katherine Brewer, his wife, since 1941, and that during that time we have had an opportunity to observe the demeanor of the parties and we can verily state that they are of good character and will make good foster parents for the said infant.

Herbert Winfield Russell

Nellie I. Russell

We, John Boettcher and Frances Boettcher, his wife, do hereby certify that we have known Thomas B. Brewer, Jr., and Katherine Brewer, his wife, since their marriage in 1941 as they purchased a home and moved next door to us at that time and during the past four years we have had an opportunity to observe the demeanor of the parties and we can verily state that they are of good character and will make good foster parents for the said infant.

John E. Boettcher

Frances Boettcher

Filed August 17" 1945

Ex Parte In The Matter of the Adoption of Elizabeth Ann Cummings, Infant.	:	No. 8905 Equity In The Circuit Court For Anne Arundel County

PETITION FOR ADOPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Robert James Charnock, respectfully represents unto your Honor:-

FIRST: That your Petitioner is a member of the Armed Forces of the United States of America and is a resident of Anne Arundel County, State of Maryland, and desires to adopt the infant, Elizabeth Ann Cummings, who was born June 14, 1945.

SECOND: That the said Elizabeth Ann Cummings is the child of Naomi Ruth Charnock, who was married to your Petitioner on July 25, 1945.

THIRD: That since the date of the marriage your Petitioner has had the care and custody of the said Elizabeth Ann Cummings; and has known said infant child since her birth.

FOURTH: That your Petitioner is very much attached to the said Elizabeth Ann Cummings, and your Petitioner is extremely desirous of adopting her as his legal heir and firmly believes and therefore avers that the best interests of said child will be promoted and safeguarded thereby.

FIFTH: That Charles Daniel Cummings, the father of said infant, while a member of the Armed Forces of the United States of America was killed in action somewhere in Germany on or about February 15, 1945.

SIXTH: That your Petitioner is also desirous that the name of the infant, Elizabeth

Ann Cummings, be by decree of this Honorable Court changed to that of Elizabeth Ann Charnock, by which name said child now in fact is known.

SEVENTH: That the said Naomi Ruth Charnock has affixed hereto her consent to said adoption.

WHEREFORE, your Petitioner prays this Honorable Court to pass a decree declaring the said infant, Elizabeth Ann Cummings, to be the adopted child of Robert James Charnock, and changing the name of the infant child from Elizabeth Ann Cummings to Elizabeth Ann Charnock.

AND YOUR PETITIONER WILL EVER PRAY, ETC.

Robert James Charnock
Petitioner

Simon Nobel Silverberg,
Solicitor for Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of August, 1945, before me, the Subscriber a Notary Public in and for the City and State aforesaid, personally appeared Robert James Charnock, the aforegoing Petitioner, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Genevieve J. English Notary Public

CONSENT

I, Naomi Ruth Charnock, hereby consent to the passage of a decree declaring my child, Elizabeth Ann Cummings, to be the adopted child of Robert James Charnock, and changing the name of Elizabeth Ann Cummings to Elizabeth Ann Charnock.

WITNESS: Genevieve J. English Naomi Ruth Charnock

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of August, 1945, before me, the Subscriber, a Notary Public in and for the City of Baltimore and State of Maryland, personally appeared Naomi Ruth Charnock and made oath in due form of law that the aforegoing Consent for Adoption is her free and voluntary act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Genevieve J. English Notary Public

Filed August 21, 1945.

AFFIDAVITS OF ELIJAH YOUNG AND MARY ELIZABETH RUSH AND STATEMENT OF PETITIONER

I, Elijah Young, residing at Severn, Anne Arundel County, Maryland, have known Robert James Charnock since July, 1944, a year before he married Mrs. Charnock. He is a member of Company B, 2nd. Engineering Combat Battalion and is presently stationed at Camp Swift, Texas. In civilian life he was employed in a textile mill. His habits are very good and he is a fine husband, and I feel sure that if he is permitted to adopt Elizabeth Ann Cummings, he will be a good father to her and provide her with proper schooling and religious training.

AS WITNESS my hand and seal this 10th day of October, 1945.

Elijah Young (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:

I HEREBY CERTIFY, That on this 10th day of October, 1945, before me, the Subscriber, a Notary Public in and for the County of Anne Arundel and the State of Maryland, personally appeared ELIJAH YOUNG and made oath in due form of law that the matters and facts set forth in the aforegoing Statement are true and correct to the best of his information knowledge, and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred Notary Public

I, Mary Elizabeth Rush, residing at Route 1, Box 249, Severn, Anne Arundel County, Maryland, have known Robert James Charnock since July 25, 1944. Mr. Charnock is in the Armed Forces in Company B, 2nd. Engineering Combat Battalion, and is stationed at Camp Swift, Texas. I understand that the purpose of this statement is to afford the Honorable Judge James Clark information which will enable him to determine whether it will be for the best interests of Elizabeth Ann Cummings to be adopted by Mr. Robert James Charnock. I am sure it will be. He is patriotic, industrious and very much attached to his wife, who is the mother of Elizabeth Ann Cummings.

AS WITNESS my hand and seal this 9 day of October, 1945.

Mary Elizabeth Rush (SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To wit:

I HEREBY CERTIFY, That on this 9 day of October, 1945, before me, the Subscriber, a Notary Public in and for the County of Anne Arundel and State of Maryland, personally appeared MARY ELIZABETH RUSH and made oath in due form of law that the matters and facts set forth in the aforegoing Statement are true and correct to the best of her information knowledge, and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Willis Ray Notary Public

Law Offices

Silverburg & Silverberg
Munsey Building
Baltimore, Md.

September 21, 1945.

Dear Sir:

I received your letter of September 14 A couple of days ago and have finally found time to answer it. I'll certainly be glad to get the Adoption finished up.

My job is what is called a LAYER UPER in a TEXTILE MILL.

I was employed by J. L. Stifel & Sons
Maine and Fourth Streets
Wheeling W. Va.

My average earnings were $45.00 per week.

I have a little Cash on hand but I have no Bank account.

I have a $1000.00 --20 year Pay Life Insurance Policy with the PRUDENTIAL INSURANCE COMPANY. I also carry $10000.00 FEDERAL GOVERNMENT INSURANCE.

In addition to my job in the TEXTILE MILL I an a Truck Driver And have done a little SALES WORK.

I trust these answers will be satisfactory.

Verry Turely Yors Robert J. Charnock

EX PARTE IN THE MATTER OF THE ADOPTION
OF
ELIZABETH ANN CUMMINGS, INFANT

No. 8905 Equity
In The Circuit Court For
Anne Arundel County

DECREE

The above entitled cause, being ready for decree, and being submitted, the Petition and Consent by Naomi Ruth Charnock, natural mother of Elizabeth Ann Cummings to the granting of the adoption decrees as herein prayed and all the other proceedings were by the Court read and considered.

It is thereupon, on this 16th day of October, 1945, by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, Adjudged, Ordered and Decreed, that the Infant, Elizabeth Ann Cummings, mentioned in these proceedings be and she is hereby decreed to be the legally adopted child of Robert James Charnock as prayed in said Petition.

It is further Adjudged, Ordered and Decreed, that the name of said Infant be and it is hereby changed from Elizabeth Ann Cummings to Elizabeth Ann Charnock and that the said Petitioner pays the costs of the proceedings to be taxes by the Clerk.

James Clark Judge

Filed October 16" 1945.

IN THE MATTER OF THE ADOPTION : No. 8907 Equity
OF : In The Circuit Court For
DONNA SUE ROSEN, An Infant : Anne Arundel County

Petition for adoption and for change of name.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Victor J. Aydell and Nadia L. Aydell, his wife, respectfully shows:-

1. That the petitioners were lawfully wedded to each other by a duly ordained Minister of the Gospel, at Eastport, Maryland, on July 18, 1945, and they are now husband and wife, and reside at 409 Severn Avenue, Eastport, Anne Arundel County, Maryland.

2. That Victor J. Aydell is a Chief Petty Officer in the United States Navy, and his wife, Nadia L. Aydell manages and operates the home of the petitioners.

3. That Nadia L. Aydell, whose maiden name was Nadia L. Witt, is the mother of Donna Sue Rosen who was born December 27, 1943; and the father of said infant is unknown and not recorded. That the said infant is now and at all times has been in the care and custody of her mother, and resides with the petitioners at the above address.

4. That the petitioners desire to adopt the said child, and Nadia L. Aydell consents thereto. That they maintain a modern and comfortable home at their residence aforesaid, and are ready, willing and able to provide for the proper care, maintenance, education and rearing of said child, and such adoption will be for the advantage and welfare of said infant. That there is filed herewith the certificates of residents of Anne Arundel County showing that the petitioners are fit persons to adopt the child.

5. That in event of adoption, the petitioners desire that the name of said infant shall be changed in law to Donna Sue Aydell, and such change will be for the welfare and advantage of the child.

TO THE END THEREFORE: (1) That a decree be passed declaring Donna Sue Rosen to be in law the adopted child of Victor J. Aydell and Nadia L. Aydell, his wife.

(2) That the name of the child in law shall be Donna Sue Aydell, by decree of this Court.

(3) And for such other and further relief as the nature of the case may require.

Emanuel Klawans — Victor J. Aydell

Solicitor for the petitioners — Nadia L. Aydell

Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I HEREBY CERTIFY, that on this 22nd day of August, 1945, before the subscriber, a notary Public of the State of Maryland in and for Anne Arundel County, personally appeared VICTOR J. AYDELL and NADIA L. AYDELL, his wife, and they did make oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as therein stated.

As witness my hand and notarial seal.

(NOTARIAL SEAL) Lillian M. Fine Notary Public

CONSENT TO ADOPTION AND CHANGE OF NAME

I hereby consent to the adoption of Donna Sue Rosen by Victor J. Aydell and myself, and to the change of her name to Donna Sue Aydell.

Mrs. Nadia L. Aydell

TO WHOM IT MAY CONCERN

I, Albert L. Peterson, who resides at 100 - Monroe St. W. Annapolis, do hereby certify that I have personally known Victor J. Aydell and Nadia L. Aydell, his wife, for 1½ years, and I have had occasion to observe the manner in which they conduct their home and their social environment and I certify that they are of good character and reputation, and maintain a clean and comfortable home in Anne Arundel County, Maryland; that they enjoy the social respect of the community in which they reside; that Victor J. Aydell is a Chief Petty Officer in the United States Navy; that any child who becomes a member of their household would enjoy and benefit from the environment and would have good parental care.

Attest: _____ Albert L. Peterson

TO WHOM IT MAY CONCERN

I, T. Weller Hopkins, who resides at 1101 West St Annapolis Md, do hereby certify that I have personally known Victor J. Aydell and Nadia L. Aydell, his wife, for 2 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and I certify that they are of good character and reputation, and maintain a clean and comfortable home in Anne Arundel County, Maryland; that they enjoy the social respect of the community in which they reside; that Victor J. Aydell is a Chief Petty Officer in the United States Navy; that any child who becomes a member of their household would enjoy and benefit from the environment and would have good parental care.

Attest: _____ T. Weller Hopkins

DECREE OF ADOPTION

Victor J. Aydell and Nadia L. Aydell, his wife, having filed petition in this Court

praying that a decree be passed to declare Donna Sue Rosen, an infant, to be their adopted daughter, in accordance with the provisions of the laws of the State of Maryland; the natural mother of said infant having consented thereto; and it appearing to the Court that the welfare and best interests of the said infant will be promoted thereby,

IT IS THEREUPON, this 30th day of August, 1945, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered, and Decreed, that Donna Sue Rosen be and she is hereby declared to be the adopted child of Victor J. Aydell and Nadia L. Aydell, his wife. And it is further Adjudged, Ordered, and Decreed, by the authority aforesaid, that the name of the said infant is hereby changed from Donna Sue Rosen to Donna Sue Aydell. And it is further adjudged that the petitioners pay the costs of these proceedings.

James Clark A.J.

Filed August 30" 1945.

PLAINTIFF'S TESTIMONY

Testimony taken by Laura R. Jickling, Special Stenographer, before John S. Strahorn, Examiner, on August 30, 1945.

Present: Emanuel Klawans, Esq., Solicitor for Plaintiff
John S. Strahorn, Esq., Examiner
Laura R. Jickling, Stenographer.

Witnesses: Nadia L. Aydell - Page 1

By Mr. Klawans:

Q. 1 What is your name?

A. Nadia Aydell.

Q. 2 Where do you live?

A. 409 Severn Avenue, Eastport.

Q. 3 Who is the natural mother of Donna Sue Rosen?

A. I am

Q. 4 The birth certificate states that she is the legitimate child of yourself and of Edward Morris Rosen.
A. That isn't true.
Q. 5. That is not correct?

A. No. sir.

Q. 6 Have you ever been married, or gone through the wedding ceremony with Edward Morris Rosen?

A. No sir.

Q. 7 Have you ever been married, or gone through the wedding ceremony with anyone other than Victor J. Aydell?

A. No. sir.

In answer to the General Question, the witness answered:

"No sir".

Nadia Aydell

There being no other witnesses to be examined, and no further time being desired, the within testimony is herewith closed, and returned to the Court, this 30th day of August, 1945.

Jno. S. Strahorn (SEAL)
Examiner

Filed Aug. 30" 1945

IN THE MATTER OF THE ADOPTION	:	No. 8917 Equity
OF	:	In The Circuit Court For
SANDRA EILEEN MARSHALL, an infant	:	Anne Arundel County.

Petition, Affidavit, Consent, Exhibits and Decree

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James J. Webster and Fannie Mae Webster, his wife, of Glen Burnie, Maryland, respectfully shows unto your Honor:

1. That your petitioners, James J. Webster and Fannie Mae Webster, husband and wife, were married on the 4th day of June, 1926, and reside together at Glen Burnie, Anne Arundel County, Maryland, where your petitioner, James J. Webster operates a garage and filling station, and your petitioner, Fannie Mae Webster, his wife, manages and operates the home of your Petitioners.

2. That the said Sandra Eileen Marshall, infant, was born on the 8th day of February, 1936, and her mother, Mildred Marshall, is a resident of Harrisburg, Pennsylvania.

3. That your petitioners desire jointly to adopt as their child the said infant, Sandra Eileen Marshall, in accordance with the provisions of the Code of Public General Laws of Maryland, (1924) Article 16, Section 74; and they respectfully aver, allege and show, that they maintain a modern and comfortable home at their residence aforeshown, and that they are fully capable of and amply able and willing to provide for the proper care, maintenances, education and rearing of the said infant child. And your petitioners further allege and show that the mother of said infant, the said Mildred Marshall, is willing to have this Honorable Court pass a decree of adoption in the premises, whereby her said infant child, Sandra Eileen Marshall, shall become the adopted child of your petitioners; and in proof thereof, your petitioners attach hereto as a part hereof the written consent of the said Mildred Marshall, showing her willingness to have her said daughter so adopted by your petitioners, which is marked "Petitioners' Exhibit A".

4. That your petitioners believe, and therefore aver, that it will be for the best interests and welfare of the said infant that she be so adopted by your petitioners, and that her well-being, comfort and happiness will be properly promoted by such adoption; and your petitioners file herewith as a further part hereof, written statements of James S. Billingslea and Ernest R. Smoot, citizens of Glen Burnie, in support of this petition, showing that your petitioners are fit persons to become the adopting parents of the said infant, which statements are marked "Petitioners' Exhibit B" and "Petitioners' Exhibit C" respectively.

YOUR PETITIONERS, THEREFORE, RESPECTFULLY PRAY:

1. That a decree may be passed by this Honorable Court, declaring the said infant child, Sandra Eileen Marshall, to be the adopted child and daughter of your petitioners, James J. Webster and Fannie Mae Webster, his wife, in accordance with the laws of the State of Maryland; and that the name of the said infant child, Sandra Eileen Marshall, be changed to that of your petitioners, and that she be thereafter known as Sandra Eileen Webster.

2. That your petitioners may have such other and further relief as their cause and equity may require.

Louis M. Strauss

Solicitor for Petitioners

James J. Webster

Fannie Mae Webster

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10 day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James J. Webster and Fannie Mae Webster, his wife, the within petitioners, and made oath in due form of law that the matters and facts set out and alleged in said petition are true, as therein stated, to the best of their knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Ernest R. Smoot Notary Public

I, Mildred Marshall, of Harrisburg, Pennsylvania, do hereby certify, that I am the mother of Sandra Eileen Marshall, who was born on the 8th day of February, 1936; that I am willing, and hereby voluntarily declare my assent to the adoption of my said daughter by, and for her to become the adopted daughter of James J. Webster and Fannie Mae Webster, his wife, now residing in Glen Burnie, Anne Arundel County, Maryland; and I do hereby voluntarily give my consent to the passage by the Circuit Court for Anne Arundel County, IN EQUITY, of a decree of adoption, whereby my said daughter shall become the adopted daughter of said James J. Webster and Fannie Mae Webster, his wife, and I do further so consent that in the said decree of adoption her name to be changed to Sandra Eileen Webster in the place and stead of Sandra Eileen Marshall.

WITNESS: Sarajane Loser Mildred Marshall

STATE OF PENNSYLVANIA, DAUPHIN COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of September, 1945, before me, the subscriber, a Notary Public of the State of Penna., in and for the County aforesaid, personally appeared Mildred Marshall, who, in my presence signed her name to the above statement, and acknowledged the said statement to be her act and deed; and at the same time she further acknowledged that she has read the said statement, and fully understands its meaning.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Miss Sarajane Loser

My Commission Expires May 1, 1948 Notary Public

PETITIONERS' EXHIBIT A

TO WHOM IT MAY CONCERN

I, James S. Billingslea, of Glen Burnie, Anne Arundel County, Maryland, do hereby certify that I have personally known James J. Webster and Fannie Mae Webster, his wife, for 20 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Glen Burnie, Maryland; that they enjoy the social respect of the community in which they reside; that James J. Webster has for the past several years been successfully conducting a garage and filling station business in the said community and appears to be a successful operator thereof, and that any child that would become a member of his household would enjoy and benefit from the operation of such a household and environment.

Witness: Ernest R. Smoot James S. Bllingslea M.D.

PETITIONERS' EXHIBIT B

TO WHOM IT MAY CONCERN

I, Ernest R. Smoot, to Glen Burnie, Anne Arundel County, Maryland, do hereby certify that I have personally known James J. Webster and Fannie Mae Webster, his wife, for 20 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Glen Burnie, Maryland and that they enjoy the social respect of the community in which they reside; that James J. Webster has for the past several years been successfully conducting a garage and filling station business in the said community and appears to be a successful operator thereof, and that any child that would become a member of his household would enjoy and benefit from the operation of such a household and environment.

Witness: Amelia H. Tubman Ernest R. Smoot

PETITIONERS EXHIBIT C

Filed Sept. 10" 1945

DECREE OF ADOPTION

James J. Webster and Fannie Mae Webster, his wife, of Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed herein, declaring Sandra Eileen Marshall, infant, to be their adopted daughter, in accordance with the provisions of the laws of the State of Maryland; the mother of the said infant having expressed her willingness to and desire for such adoption, and it appearing to the Court that the best interest and welfare of the said Sandra Eileen Marshall, infant, will be promoted by such adoption.

IT IS THEREUPON, this 11th day of September, 1945, by the Circuit Court for Anne Arundel County, in Equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that Sandra Eileen Marshall, infant child of Mildred Marshall, be, and she is hereby declared to be the adopted child of James J. Webster and Fannie Mae Webster, his wife; and it is further DECREED, by the authority aforesaid, that the name of the said infant child be and it is hereby changed from Sandra Eileen Marshall to Sandra Eileen Webster.

And it is further Ordered that the petitioners pay the costs of these proceedings.

Ridgely P. Melvin Judge

Filed September 11, 1945

THE UNITED STATES OF AMERICA

DEPARTMENT OF COMMERCE

BUREAU OF THE CENSUS

WASHINGTON

NOTIFICATION OF BIRTH REGISTRATION

This certifies that the following Record of Birth is registered and preserved in the office of the State Registrar of Vital Statistics at HARRISBURG, PENNA.

Name Sandra Eileen Marshall Sex Female No. 20529

Date of Birth Feb. 8, 1936 Place of Birth Harrisburg, Penna.

Name of Father ----------

Maiden Name of Mother Mildred Elizabeth Marshall

W. L. Austin, Director of the Census. Edith Mac Bride Dexton M.D.
Special Agent, Bureau of the Census.

IN THE MATTER OF THE ADOPTION OF	:	No. 8920 Equity
JAMES IRVIN KENNERLY, AND CHANGE	:	In The Circuit Court For
OF NAME TO JAMES PHILIP DRURY	:	Anne Arundel County

PETITION FOR ADOPTION AND CHANGE OF NAME

To the Honorable, the Judges of said Court:

The petition of Philip O. Drury and Mary E. Drury, his wife, by Lottie Friedler and Noah A. Hillman, their Solicitors, respectfully shows:

1. That your petitioners, husband and wife, are residents of Anne Arundel County, were married October 14, 1928 and have no children.

2. That your petitioners desire to adopt a child.

3. That for some weeks past they have had in their custody and care, an infant child, James Irvin Kennerly, born November 30, 1942 at Boston, Massachusetts.

4. That said child's parents are James B. Kennerly, presently residing at Marcus Hook, Pennsylvania and Margaret Kennerly, who resides at 5222 Kramme Ave, Brooklyn, Maryland; that the parties were married May 1, 1940 but are not residing together.

5. That your petitioners are financially well able to care and provide for said infant as their own child, desire to adopt the child and respectfully represent that it is for the best interest of said child that he be adopted by your petitioners.

6. That the said James B. Kennerly and Margaret Kennerly, his wife, have consented to the adoption of said infant, in writing, said consent being attached to this petition and prayed to be made a part hereof.

To the end, therefore,

(a) That this Court pass a decree declaring said infant child to be the legally adopted child of Philip O. Drury and Mary E. Drury, his wife, in accordance with the Public General Laws of Maryland, with all the rights and privileges conferred by law.

(b) That the infant's name be changed from James Irvin Kennerly to James Philip Drury.

(c) And for such other and further relief as the nature of the case may require.

And, as in duty bound, etc.

Lottie Friedler
Noah A. Hillman
Solicitors for Petitioners

Mary E. Drury
Philip O. Drury
Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 6th day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Philip O. Drury and Mary E. Drury, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Lottie Friedler

I, James B. Kennerly, do hereby consent to the adoption of my child, James Irvin Kennerly by Philip O. Drury and Mary E. Drury, his wife. I also consent to the change of the name of my son to James Philip Drury.

James B. Kennerly

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify, that on this 1st day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James B. Kennerly, who acknowledged the foregoing assent to be his act and deed.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) George Pattinson Notary Public

MY COMMISSION EXPIRES 5-5-,1947.

I, Margaret Kennerly, do hereby consent to the adoption of my child, James Irvin Kennerly, by Philip O. Drury and Mary E. Drury, his wife, I also consent to the change of the name of my son to James Philip Drury.

Margaret Kennerly

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify, that on this 28th day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Margaret Kennerly, who acknowledged the foregoing assent to be her act and deed.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) George Pattinson Notary Public

My Commission Expires 5/5/1947

TO WHOM IT MAY CONCERN

I have known Mr. & Mrs. Philip O. Drury for about fifteen years, and have found their character excellent. They have been my neighbors for quite a number of years.
The couple have no children and in my judgment the adoption of the child who is now in the care of these people, James Irvin Kennerly, by the Drury's would be for the best interest and welfare of the child.
Mr. Drury is employed by the PostElec. Co of Baltimore for ten years.

Sincerely Yours

Mr. & Mrs. John W. Shuey

The Mr. & Mrs. Phillip M. Drury I have known for a about 15 years or more.
I know Mrs. Drury as a very good mother and she is capable of doing her dutys as a mother

Mr. R. T. Johnson
Stoney Creek Rd Greenland Beach
Curtis Bay P. O. #26 A.A. Co. Md.

Filed Sept. 14" 1945

The Petition for adoption, Assents and Exhibits in the above titled cause having been by the Court read and considered, and it being the opinion of the Court that the best interests of the infant child mentioned in said Petition would be served by the adoption of said infant, it is thereupon,

ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County, in Equity this 17th day of September, 1945, that the infant child, James Irvin Kennerly, mentioned in the Petition, be and is hereby declared to be the adopted child of Philip O. Drury and Mary E. Drury, his wife; and it is,

FURTHER ORDERED AND DECREED that the name of said infant child be and is hereby chang-

ed to James Philip Drury.

And it is ordered that the Petitioners pay the costs of these proceedings.

Ridgely P. Melvin Judge

Filed Sept. 17" 1945.

EX PARTE IN THE MATTER OF THE ADOP-	:	No. 8931 Equity
TION OF WILBER LINN WHEELAND AND	:	In The Circuit Court for
SHARON DIANE WHEELAND, Infants.	:	Anne Arundel County.

PETITION FOR ADOPTION AND ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John F. Parks and Ruth B. Parks his wife, respectfully represents unto your Honor:

1. That your petitioners are married and are residents of Anne Arundel County, State of Maryland and now living at number 502 South Camp Meade Road, Linthicum Heights, Maryland.

2. That the said infants, Wilber Linn Wheeland and Sharon Diane Wheeland were born to Ada Irene Wheeland, wife of Creighton Wheeland, Jr., on February 25, 1945 at Baltimore, Maryland.

3. That the natural mother Ada Irene Wheeland has no means of taking care of these two infants and desires that they be adopted by your petitioners.

4. That the said Ada Irene Wheeland, mother of said infants, and Creighton Wheeland, Jr., her husband, consent to the said adoption, as is evidenced by their consent attached hereto.

5. That the said Jack F. Parks and Ruth B. Parks, his wife desire to adopt the said infants and to change the name of Wilber Linn Wheeland to Wilber Linn Parks and Sharon Diane Wheeland to Sharon Diane Parks.

6. That your petitioner John F. Parks has been steadily and gainfully employed and your petitioners are well able to support the said infants and have, in fact, been supporting said infants since their birth: That they believe and aver that the said adoption will be to the best interest and welfare of said children.

WHEREFORE, your petitioners pray this honorable court to pass an order declaring the said Wilber Linn Wheeland and Sharon Diane Wheeland to be the legally adopted children of your petitioners and change the name of Wilber Linn Wheeland to Wilber Linn Parks and Sharon Diane Wheeland to Sharon Diane Parks.

Henry Glick — John F. Parks

Solicitor for Petitioners — Ruth B. Parks Petitioners

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 27th day of September 1945, before me a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Jack F. Parks and Ruth Parks his wife, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bona fide as therein stated, to the best of their information, knowledge and belief.

(NOTARIAL SEAL) Shirley I. Schloss Notary Public

I, Ada Irene Wheeland, mother of Sharon Diane Wheeland and Wilber Linn Wheeland, twins, born to me on February 25, 1945, do hereby consent to their adoption by Jack Parks and Ruth Parks his wife, and I do also consent to the change of names as selected by them.

As witness my hand and seal this 18th day of September, 1945.

Ada Irene Wheeland

STATE OF MARYLAND CITY OF BALTIMORE to wit_

I hereby certify that before me, a notary public of the City of Baltimore, State of Maryland, aforesaid, personally appeared Ada Irene Wheeland, and made oath in due form of law that the above consent is her act.

As witness my hand and notarial seal this 18th day of September, 1945.

(NOTARIAL SEAL) Shirley I. Schloss Notary Public

I, Creighton Wheeland, Jr., as the husband of Ada Irene Wheeland, mother of Sharon Diane Wheeland and Wilber Linn Wheeland, twins born to her on February 25, 1945, do hereby consent to their adoption by Jack Parks and Ruth Parks his wife, and I do also consent to the change of names as selected by them.

As witness my hand and seal this 18th day of September 1945.

Creighton Wheeland, Jr.,

STATE OF MARYLAND CITY OF BALTIMORE To wit:

I hereby certify that before me a notary public of the City of Baltimore, State of Maryland aforesaid, personally appeared Creighton Wheeland, Jr., and made oath in due form of law that the above consent is his act.

As witness my hand and notarial seal this 18th day of September, 1945.

(NOTARIAL SEAL) Shirley I. Schloss

TO THE HONORABLE, THE JUDGE OF SAID COURT:

We, the undersigned, being residents of Anne Arundel County, State of Maryland do hereby certify that John F. Parks and Ruth B. Parks his wife, are personally known to us to be of excellent character and of the very best of habits. John F. Parks and Ruth B. Parks have resided in Anne Arundel County for the past seven years.

John F. Parks is employed in the machine shop of the National Plastic Company, Odenton, Maryland. We understand that they have petitioned this Honorable Court do adopt two infants, twins. It is our opinion that they are well able to support, maintain and educate these two children and we know that they have in fact been caring for and supporting these two children since their birth.

We believe that it will be to the best interest and welfare of these children if this Honorable Court grants their petition.

Chas. L. Ball, Jr., M.D. Address Linthicum - Md.

William H. Heinegger Address N. Linthicum

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 27th day of September, 1945, before me a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Chas. L. Ball, Jr. M.D. and made oath in due form of law that the matters and facts set forth in the aforegoing statement are true and Bona Fide as therein stated, to the best

of their information, knowledge and belief.

(NOTARIAL SEAL) John H. Heid Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 27th day of September, 1945, before me a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared William H. Heinegger and made oath in due form of law that the matters and facts set forth in the aforegoing statement are true and bona fide as therein stated, to the best of their information, knowledge and belief.

(NOTARIAL SEAL) John H. Heid Notary Public

CITY OF BALTIMORE
MARYLAND
DEPARTMENT OF HEALTH

This certifies that the birth of Wilber Linn Wheeland Sex Male on February 25, 1945
is recorded in the Department of Health of Baltimore City File No. G 19723
BUREAU OF CHILD HYGIENE

W.K. Skilling, M.D. Huntington Williams, M.D.
DIRECTOR COMMISSIONER OF HEALTH

CITY OF BALTIMORE
MARYLAND
DEPARTMENT OF HEALTH

This certifies that the birth of Sharon Diane Wheeland Sex Female on February 25, 1945
is recorded in the Department of Health of Baltimore City File No. G 19724
BUREAU OF CHILD HYGIENE

W. K. Skilling, M.D. Huntington Williams, M.D.
DIRECTOR COMMISSIONER OF HEALTH

Filed Sept. 29" 1945.

DECREE FOR ADOPTION

The above entitled case, being ready for decree and being submitted, the petition, and all the other proceedings were by the Court read and considered.

IT IS THEREUPON, on this 18th day of October, 1945, by The Circuit Court for Anne Arundel County, ADJUDGED, ORDERED, AND DECREED that the infant, Wilber Linn Wheeland, and the infant, Sharon Diane Wheeland, mentioned in these proceedings, be and they are hereby decreed to be the legally adopted children of John F. Parks and Ruth B. Parks, his wife, as prayed in said petition.

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the names of said infants be and they are hereby changed from Wilber Linn Wheeland to Wilber Linn Parks, and Sharon Diane Wheeland to Sharon Diane Parks, and that the said Petitioners pay the costs of the proceedings to be taxed by the Clerk.

James Clark Judge

Filed Oct. 18" 1945.

IN THE MATTER OF THE ADOPTION	:	No. 8934 Equity
OF	:	In The Circuit Court For
RALPH ELLICK BROWNING	:	Anne Arundel County

BILL.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Iva Belle Abramovitz and Nathan Abramovitz, her husband respectfully shows:

First. That your Petitioners are residents of Anne Arundel County, Maryland, residing at Earleigh Heights, Third Election District of said County.

Second. That your Petitioners have resided in Anne Arundel County for the past several months prior thereto residing in Baltimore, Maryland, 1803, Warwick Avenue.

Third. That your Petitioners were married by a Minister of the Gospel at Towson, Maryland on April 4, 1945.

Fourth. That Iva Belle Abramovitz is 24 years of age and Nathan Abramovitz is 35 years of age and is regularly employed at the Laurel Race Track, Anne Arundel County, Maryland.

FIFTH. That on the 7th day of December, 1944 at Johns Hopkins Hospital, Baltimore, Ralph Ellick Browning was born unto Iva Belle Browning Abramovitz who was then unwed and your Petitioners have since wed and are desirous of legally adopting this infant child and having his name legally changed to Ralph Ellick Abramovitz. The child since its birth has been in the care and custody of its mother, Iva Belle Abramovitz, and in the custody of both your Petitioners since their marriage April 4, 1945.

Sixth. Your Petitioner, Nathan Abramovitz, states that he is ready, willing and able to provide and care for the said infant and is prepared to show that the child's welfare and happiness will will be promoted by such adoption.

Your Petitioners file herewith a certificate of their good habits and character which certificates are prayed to be taken as a part hereof.

NOW, THEREFORE, Your Petitioners pray your Honors to pass a Decree that the infant be the adopted child of the Petitioners, Nathan Abramovitz and Iva Belle Abramovitz and that the name of the said infant be changed to that of Ralph Ellick Abramovitz, and granting such other and further relief as this case may require.

AND AS IN DUTY BOUND, etc.

Iva B. Abramovitz
Nathan Abramovitz
Petitioners

George E. Rullman
Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I hereby certify that on this 1st day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Iva Belle Abramovitz and Nathan Abramovitz, her husband, and each made oath in due form of law that the matters and facts set forth herein are true.

Witness my hand and Notarial Stal.

(NOTARIAL SEAL)

Helen A. Zeman
Notary Public

September 30, 1945

To the Honorable, the Judge of
the Circuit Court for
Anne Arundel County

We, the undersigned, have known Iva Belle Abramovitz and Nathan Abramovitz, her husband, for the past Evensince Birth over 20 years years. We know them to be persons of good habits, morals and character. They have a pleasant home and we believe them to be fit persons to have and adopt the infant, Ralph Ellick Browning, who is now in the custody of both these parties and has been in the custody of his mother since his birth.

Frank E. Williams

Beulah C. Williams

Filed Oct. 3" 1945.

DECREE. October 4" 1945.

Upon consideration of the foregoing Petition, and certificate of character, the Court being satisfied that the best interests and welfare of the said infant will be promoted:

It is thereupon this 4th day of October, 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the said Ralph Ellick Browning be and he is hereby expressly declared the adopted child of Iva Belle Abramovitz and Nathan Abramovitz, her husband, with all the rights vouchsafed under the Laws of the State of Maryland; and

It is further ADJUDGED, ORDERED AND DECREED that the name of the said Ralph Ellick Browning be and it is hereby changed to Ralph Ellick Abramovitz; and

It is further ADJUDGED, ORDERED AND DECREED that the Petitioners pay the costs of these proceedings to be taxed by the Clerk.

James Clark A.J.

Filed Oct. 4" 1945.

IN THE MATTER OF THE ADOPTION AND	:	No. 8939 Equity
CHANGE OF NAME OF	:	In The Circuit Court For
CONRADO AQUADO, Jr., an infant	:	Anne Arundel County

Petition for adoption and change of name and order of Court thereon

To the Honorable, the Judge of said Court:

The petition of Isidoro Ladrido and Nettie Mae Ladrido, his wife, respectfully shows:

1. That your Petitioners are husband and wife and residents of Anne Arundel County, residing at No. 338 First Street, Eastport, Maryland.

2. That prior to their marriage one of your Petitioners, to wit: Nettie Mae Ladrido was the wife of Conrado Aquado, Sr., and in the divorce decree dissolving said marriage as will more fully appear by reference to No. 2369 Divorces, in the Circuit Court for Anne Arundel County, no mention was made of the custody of said infant Conrado Aquado, Jr., born January 6th, 1945.

3. That Isidoro Ladrido is an enlisted man in the United States Navy with the rank of Chief Steward and is serving aboard the Reina Mercedes at Annapolis, Maryland, and receives a sufficient salary to adequately provide for his said wife and this infant child.

4. That your Petitioners desire to adopt as their child the said infant in accordance with the provisions of the Code of Public General Laws of Maryland (1939) Art. 16, Sec. 78, and respectfully aver, allege and show that they maintain a comfortable home and they are willing to provide for the proper care, maintenance, education and rearing of the said infant child.

To the end, therefore:

1. That the said Conrado Aquado, Jr., be declared to be the adopted son of your Petitioners, Isidoro Ladrido and Nettie May Ladrido, his wife.

2. That the birth records may be made to correspond with this adoption proceedings.

3. That the name of the said infant child be changed by decree of this court from Conrado Aquado, Jr., to Larry Ladrido.

4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

Isidoro Ladrido

Nettie Mae Ladrido

Petitioner

George B. Woelfel

Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 6th day of Aug. in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Isidoro Ladrido and Nettie Mae Ladrido, his wife, and made oath in due form of law that the matters and facts stated in the aforegoing petition for adoption are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff Notary Public

I hereby consent to the adoption aforesaid.

Conrado Aquado

We, the undersigned, do hereby certify that we have known Isidoro Ladrido and Nettie Mae Ladrido, his wife, for a period of 4 years and that we believe they will make good foster parents for the infant mentioned in these proceedings.

Mrs. Mildred Parcon

Anoeleto Parcon

We, the undersigned, do hereby certify that we have known Isidoro Ladrido and Nettie Mae Ladrido, his wife, for a period of 4 years and that we believe they will make good foster parents for the infant mentioned in these proceedings.

Lillian Rosette

Mariano Rosette

MARYLAND
STATE DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS

BIRTH REGISTRATION NOTICE

This certifies that a certificate of birth has been filed with the State Registrar of Vital Statistics under the name of Conrado Aquado, Jr. born on January 6, 1945, at Annapolis County of Anne Arundel, Maryland.

Name of father Conrado Aquado

Maiden name of mother Nettie Mae Stewart

Date filed Jan. 9, 1945 R. H. Riley Registrar of Vital Statistic.

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 15th day of October, 1945, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that Conrado Aquado, Jr., be and he is hereby declared to be the adopted child of the petitioners Isidoro Ladrido and Nettie Mae Ladrido, his wife, with all the rights and privileges afforded said child by the Laws of the State of Maryland and by its statute in such cases made and provided.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the name of said infant Conrado Aquado, Jr., be and the same is hereby changed to Larry Ladrido.

And it is further ORDERED that the Petitioners pay the costs of these proceedings.

James Clark Judge

Filed Oct. 15" 1945.

IN THE MATTER OF THE ADOPTION AND	:	No. 8957 Equity
CHANGE OF NAME OF	:	In The Circuit Court For
JEAN DERRICKS, AN INFANT	:	Anne Arundel County

Petition for Adoption and Change of Name, Affidavit, Certificates, Consent of Mother, and ORDER OF COURT.

Mr. Clerk:

Please file this Petition and ORDER OF COURT in this Proceeding.

James G. Woodward

Attorney for Petitioners

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John Marshall Bowyer Howard, and Clara King Howard, his wife, respectfully represents unto Your Honors:

One: That the Petitioners, John Marshall Bowyer Howard, and Clara King Howard, his wife, are residents of Annapolis, Anne Arundel County, Maryland, although for the past three years they have resided in Lago Concession of San Nicolas, Island of Aruba, Netherlands West Indies, where the Petitioner, John Marshall Bowyer Howard, is at present the Marine Manager for Lago Oil and Transport Company, Limited, and your Petitioners contemplate that they will continue their residence in the Island of Aruba for approximately two more years.

Two: That the Petitioners, both of the Anglo-Saxon race, were married in Washington, District of Columbia, in August, 1934; and the Petitioner, John Marshall Bowyer Howard, is now thirty three years of age, while his wife, the Petitioner, Clara King Howard, is now thirty two years of age.

Three: That there have been no children born to the Petitioners, and not having been blessed by child birth themselves, Your Petitioners are most anxious to adopt an infant child to claim as their own; and for this purpose, they have made extensive investigation

through responsible agencies to find a suitable infant child to be adopted by them, and with the aid of the Church Mission of Help of the Diocese of Maryland, Incorporated, Your Petitioners have discovered that on June the 6th, 1945, an infant by the name of Jean Derricks was born in the City of Baltimore, State of Maryland, to one Bernadine Derricks, and Your Petitioners are desirous of adopting the said infant as their own child.

Four: That the said infant is the illegitimate child of the aforesaid Bernadine Derricks, who was born in the year 1920 and is still living, while the Natural Father of the said infant was named Gene F. Russell, was born in the year 1920, and is now deceased.

Five: That Your Petitioners, after making a careful investigation to determine which infant they would like to adopt, have definitely formed a desire to adopt the aforesaid infant, Jean Derricks, as their own child, and Your Petitioners aver that they are reputable citizens of the United States, that they have the ability and desire to give the said infant adequate and devoted parental care and attention, and that they possess the financial ability to raise the said infant to a more advantageous position in life than if the said infant should not be adopted at all.

Six: That Your Petitioners file herewith a letter addressed to their Attorney by the Executive Secretary of the Church Mission of Help of the Diocese of Maryland, Incorporated, recommending the adoption of the said infant by the Petitioners; a letter from the Department of Public Welfare of the City of Baltimore, Maryland, consenting to the separation of the said infant child from its natural Mother; a Certificate of Dr. Charles Millwater, a reputable physician of the City of Washington, District of Columbia, certifying that the adoption of the said infant by the Petitioners and the separation of the infant from its Natural Mother would not be harmful to the health of the said infant; a sworn Assent of Bernadine L. Derricks, the Natural Mother of said infant consenting to the adoption of said infant by Your Petitioners; and, finally, a Certificate of three reputable citizens of the City of Annapolis, Maryland, certifying to the good moral character of Your Petitioners and to their qualifications to be the foster parents of the said infant.

Seventh: Your Petitioners believe, and therefore, allege, that it is to the best interest of all parties concerned that this adoption be granted without the publicity usually involved in publishing an Order of Publication.

To the end, therefore:

1. That the said infant child, Jean Derricks, be declared to be the adopted infant daughter of Your Petitioners.

2. That the name of the said infant child be changed to Amanda Duvall Howard, by decree of this Court.

3. That the birth record may be made to correspond with this adoption certificate so as to show John Marshall Bowyer Howard, and Clara King Howard, his wife, as the infant's parents.

4. That Your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

James G. Woodward,
Attorney for Petitioners

John Marshall Bowyer Howard,
Petitioner
Clara King Howard,
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 22 day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared John Marshall Bowyer Howard and Clara King Howard, his wife, and each made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Katherine E. Linthicum

Notary Public

CHURCH MISSION OF HELP
OF THE
DIOCESE OF MARYLAND, INC.
105 West Monument Street Baltimore, 1, Md.

Oct. 1, 1945

Mr. James Woodward
Southgate Avenue
Annapolis, Maryland

My dear Mr. Woodward:

We are glad to attach the Separation Permission and the mother's legal assent for adoption for the child, now in the home of Mr. and Mrs. J.M.B. Howard. The original Birth Certificate of this child is in the name of Jean Derricks, born 6/6/45, file #G-26085. Natural mother, Bernadine Derricks, born 1920. Natural father, Gene F. Russell, born 1920, now deceased.

If there is any further information you wish, please contact our office and we will be glad to furnish it to you. If you will send us the application for the new Birth Certificate after the Howards have filled in their section, we will be glad to fill in section A and return it to you promptly.

We are glad that the law now permits the sealing of these papers, for Mr. and Mrs. Howard are very anxious to protect the situation for the sake of the child's happiness in the future.

Sincerely yours,

Dorothy C. Johns

Mrs. J. Carroll Johns

Executive Secretary

DEPARTMENT OF PUBLIC WELFARE

Thomas J.S. Waxter, Director
327 St. Paul Place, Baltimore-2, Md.

June 20, 1945

Mrs. Dorothy C. Johns, Executive Secretary,
Church Mission of Help of the
Diocese of Maryland, Inc.,
105 West Monument Street, Baltimore 1, Md.

Re: Jean Derricks - 6/6/45

Mother: Bernadine Derricks - 1920

Natural Father: Gene F. Russell - 1920, deceased

My dear Mrs. Johns:

We have your letter of June 13, 1945, in reference to the above-named infant.

The Department of Public Welfare of Baltimore City, as the agent of the State Department of Public Welfare, hereby grants consent to the separation of the mother and child in accordance with Section 622 of Article 27 of the Annotated Code of Maryland, 1939 Edition.

Sincerely yours,

Esther Lazarus,

Assistant Director.

EL'S

CERTIFICATE OF PHYSICIAN

I hereby certify that I, Charles Millwater, am a practicing physician of Washington, District of Columbia, who have been engaged in the active practice of medicine for more than five years and that on or about the 20 day of September, 1945, I examined Jean Derricks, an infant born in Baltimore, Maryland, on the 6th day of June, 1945, and that from my examination I can say that this infant is in sound physical condition; that the adoption of the infant by John Marshall Bowyer Howard and Clara King Howard, his wife, would not be injurious to the health and welfare of this infant for any reason apparent to me; and that the final separation of the infant at this time from its natural mother would in no way be injurious to the health of the said infant. I further certify that to my knowledge and belief it would in no way be detrimental to the health and welfare of this infant to reside in Lago Concession of San Nicolas, Isle of Aruba, Netherlands West Indies, which is the residence of Mr. and Mrs. Howard, at present.

Charles Millwater, M.D.

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

I hereby certify that this 17th day of October, 1945, before me, the subscriber, a notary public in the City of Washington, District of Columbia, personally appeared Dr. Charles Millwater, who made oath in due form of law, that the matters and facts set forth in a foregoing certificate are true and correct to the best of his knowledge, information and belief.

Witness my hand and seal notarial this 17th day of October, 1945.

(NOTARIAL SEAL) Maryan D. Godbold

My commission expires Feb. 1st., 1947 Notary Public

ASSENT OF MOTHER

I, Bernadine L. Derricks, mother of Baby Girl, infant, hereby assent to the adoption of the said Baby Girl, infant, by John Marshall Bowyer Howard and Clara (King) Howard his wife, and hereby assent to this application to have the said infant declared the legally adopted child of said John Marshall Bowyer Howard and Clara (King) Howard the petitioners herein.

Bernadine L. Derricks

STATE OF MARYLAND CITY OF BALTIMORE To Wit:

I HEREBY CERTIFY, that on this 26 day of June 1945, before me the subscriber, a Notary Public of the State of Maryland in for the City of Baltimore personally appeared Bernadine L. Derricks mother of Baby Girl, infant, and in due form of law acknowledged the aforegoing Assent to Adoption to be her voluntary act and deed.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Mary P. Plummer

Notary Public

CERTIFICATE AS TO CHARACTER

We, the subscribers, Howard McCormick, Samuel Brooke, and Frank A. Munroe, all residents of Anne Arundel County, Maryland, do hereby certify that we have personally known John Marshall Bowyer Howard and Clara King Howard, his wife, for all of their respective lives, during the large part of which time we have had an opportunity to observe the char-

acter and demeanor of these two parties and we can verily state that they are of good sound moral character and that, in our opinion, they will make satisfactory foster parents of the infant child they contemplate adopting.

Howard McCormick

Samuel Brooke

Frank A. Munroe

Filed Oct. 22" 1945.

ORDER OF COURT.

Upon the aforegoing Petition, Affidavit and Consent, it is this 23rd day of October, 1945, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the infant child, Jean Derricks, mentioned in these proceedings be and is hereby declared to be the adopted child of the Petitioners, John Marshall Bowyer Howard and Clara King Howard, his wife, with all the rights and privileges afforded said child by the Laws of the State of Maryland and by its statutes in such cases made and provided.

And it is further Adjudged, Ordered and Decreed by the authority aforesaid, that the name of the said infant child who was born on the 6th day of June, 1945, be and the same is hereby changed to Amanda Duvall Howard.

And it is further Adjudged, Ordered and Decreed that the Bureau of Vital Statistics for the City of Baltimore be and it is hereby directed to make the appropriate entry on the child's birth certificate so as to show John Marshall Bowyer Howard and Clara King Howard as the infant's parents.

And it is further Ordered that the Petitioners pay the costs of these proceedings.

James Clark Judge.

Filed Oct. 23" 1945.

EX PARTE,	:	No. 8958 Equity
IN THE MATTER OF THE CHANGE OF NAME	:	In The Circuit Court For
OF AMBROSE J. VINCHKOSKI AND WIFE	:	Anne Arundel County.

Petition for change of name.

To the Honorable, the Judge of the said Court:

The petition of Ambrose J. Vinchkoski, and Ruth E. Vinchkoski, his wife, by John S. Strahorn, their Solicitor, respectfully shows unto your Honor.

1. That they are adult residents of Anne Arundel County, Maryland, residing at No. 54 Carvel Avenue, Odenton, in the Fourth Election District of said county.

2. That they were lawfully married on the first day of September, 1942, and have one child, Earl Vinchkoski, now twenty eight months old.

3. That they desire to have their surnames changed from Vinchkoski, to Vince, so that they will hereafter bear the names, and be entitled to be known as, Ambrose J. Vince and Ruth E. Vince, instead of Ambrose J. Vinchkoski and Ruth E. Vinchkoski.

WHEREFORE, your petitioners respectfully pray the Court, to pass an order in the premises, changing their names from Ambrose J. Vinchkoski and Ruth E. Vinchkoski, to AMBROSE J. VINCE and RUTH E. VINCE.

And as in duty bound, etc.

Jno. S. Strahorn
Solicitor for Petitioners.

Ambrose J. Vinchkoski
Ruth E. Vinchkoski

State of Maryland, Anne Arundel County, SCT.

I hereby certify, that on this 22nd day of October, in the year 1945, before me, the subscriber, a Notary Public of the said State, in and for the said County, personally appeared Ambrose J. Vinchkoski and Ruth E. Vinchkoski, his wife, who made oath in due form of law, that the matters and facts set out and alleged by them in the foregoing petition, signed by them in my presence, are true, as therein stated, to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Andrew Hudsden Notary Public

UPON the FOREGOING PETITION and AFFIDAVITS, it is, this 23rd day of October, in the year 1945, by the Circuit Court for Anne Arundel County, IN EQUITY, ORDERED and DECREED, that the prayer of the said petitioners be and the same is hereby granted, changing the names of said petitioners from Ambrose J. Vinchkoski and Ruth E. Vinchkoski, to Ambrose J. Vince and Ruth E. Vince.

And it is further ORDERED, by the authority aforesaid, that the petitioners pay the costs in these proceedings.

James Clark Judge

Filed Oct. 23" 1945.

IN THE MATTER OF THE ADOPTION	:	No. 8962 Equity
OF	:	In The Circuit Court For
BABY SAMUEL An Infant	:	Anne Arundel County.

PETITION FOR ADOPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Samuel J. Rosenberg and Sarah Eva Rosenberg, his wife, respectfully represents unto your Honor:

1. That your Petitioners have taken into their temporary care and custody an infant female child, designated herein as Baby Samuel (said child having as yet no Christian name), born out of wedlock on the 24th day of October, 1945, to its natural mother, Doris Samuel, said child being placed in the temporary custody of your Petitioners because it was necessary for the physical good of said child.

2. That a certification by two physicians as required by Section 622 of Article 27 of the Annotated Code of Maryland certifying the necessity for separating said child from its natural mother is attached herewith.

3. That your Petitioners are without any children of their own and they are looking after said child's care and comfort with loving kindness and affection such as natural parents would bestow on their own child, and that they desire to adopt said child as their own so that said child might have the same status and rights as if said child were born unto your Petitioners.

4. That your Petitioners are residents of Brooklyn Park, Anne Arundel County, Maryland, residing at 211 Edgeville Road, and having resided in Maryland since 1939; that they enjoy an excellent reputation for maintaining a decent and respectable home, and they are also financially able to provide said child with all its needs, physically, educationally and otherwise.

5. That the said natural mother of said child, residing at 3824 Leadenhall Street, Baltimore, Maryland, realizing that it is to the best interest of said child that it be adopted by your Petitioners, has agreed to said adoption by them.

6. That your Petitioners desire that the name of said child be changed to Pauline Edna Rosenberg.

TO THE END, THEREFORE, YOUR PETITIONERS PRAY:

(a) That this Honorable Court pass a decree adjudging and decreeing that the said infant child, Baby Samuel, to be the legally adopted child of your Petitioners.

(b) That the name of said child be changed to Pauline Edna Rosenberg.

(c) That your Petitioners have such other and further relief as to this Honorable Court may appear just and proper.

AND AS IN DUTY BOUND, etc.

Samuel J. Rosenberg

Harry Leeward Katz

Sarah Eva Rosenberg

Solicitor for Petitioners

Petitioners

AFFIDAVIT

STATE OF MARYLAND CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, That on this 29th day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Samuel J. Rosenberg and Sarah Eva Rosenberg, his wife, Petitioners, and they made oath in due form of law that the matters and facts set forth in the foregoing petition are true and bona fide to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal this 29th day of October, 1945.

(NOTARIAL SEAL) Leah G. Miller Notary Public

CONSENT OF NATURAL MOTHER TO ADOPTION

I, Doris Samuel, residing at 3824 Leadenhall Street, Baltimore, Maryland, natural mother of the infant child referred to in the foregoing petition as Baby Samuel, do hereby consent to the passage of a decree by this Honorable Court decreeing that my said child to be the legally adopted child of Samuel J. Rosenberg and Sarah Eva Rosenberg, his wife, and further consent to the change of said child's name to Pauline Edna Rosenberg.

Doris Samuel

STATE OF MARYLAND CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, That on this 29th day of October 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared the above Doris Samuel, natural mother of the infant child referred to in the foregoing petition as Baby Samuel, did acknowledge her consent to the passage of a decree of Court as above specified and that she freely and voluntarily affixed her signature above.

(NOTARIAL SEAL) Leah G. Miller Notary Public

We, the undersigned physicians, resident of the State of Maryland, graduates of the University of Maryland, and having been engaged in active practice for more than five years, do hereby certify that we are familiar with the circumstances relating to the birth of a child, female, designated as Baby Samuel, said child having not yet been christened, born on the 24th day of October, 1945 to Doris Samuel, natural mother, residing at 3824 Leadenhall Street, Baltimore, Maryland, and that from all the facts and circumstances, it is, in our professional judgment, necessary for the physical good as well as the general welfare of said child that it be separated from its natural mother for the purpose of placing said child in a foster home, the said mother, in our judgment, being unable to adequately care for said minor child.

That one of the undersigned, Dr. Phillip W. Keister, personally attended the mother and delivered her of said child at the said time of birth.

Witness our signatures this 2nd day of November, 1945.

Philip W. Keister, M.D.
302 Patapsco Avenue Baltimore, Maryland

Daniel G. Wehner, M.D.
Medical Arts Building
Baltimore, Maryland

AFFIDAVIT

STATE OF MARYLAND BALTIMORE CITY, TO WIT:

I hereby certify that before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared Dr. Phillip W. Keister and Dr. Daniel G. Wehner and acknowledged on this 2nd day of November, 1945, the foregoing certification to be their true and bona fide act.

Witness my hand and notarial seal.

(NOTARIAL SEAL) Leah G. Miller Notary Public

Filed Nov. 7" 1945.

ORDER OF COURT.

Upon the foregoing petition it is ordered by the Circuit Court of Anne Arundel County this 8th day of November, 1945, that the infant, Baby Samuel, mentioned in these proceedings is Adjudged, Ordered and Decreed to be the legally adopted child of Samuel J. Rosenberg and Sara Eva Rosenberg, his wife, as prayed in said petition.

It is further Adjudged, Ordered and Decreed, that the name of said infant Baby Samuel be and is hereby changed to Pauline Edna Rosenberg, and that the said Petitioners pay the costs of the proceedings to be taxed by the Clerk.

James Clark

Filed Nov. 8" 1945.

IN THE MATTER OF THE ADOPTION OF "BABY" SHEPLEY	:	No. 8963 Equity In The Circuit Court For Anne Arundel County.

Petition for Adoption, Consent of Parent, Birth Certificate, Other exhibits A "B" "C" "D" and Decree of Adoption.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Fred Ehrlich and Evelyn Ehrlich, his wife of Eastport, Anne Arundel

County, Maryland, respectfully show unto your Honors:

FIRST: That your Petitioners, Fred Ehrlich and Evelyn Ehrlich, his wife, were married on the 10th day of February, 1940, in the City of Brooklyn, State of New York, and reside together at Eastport, Anne Arundel County, Maryland.

TWO: That the said Fred Ehrlich is employed as an electrical technician at a salary of One Hundred Dollars ($100.00) a week or more, by the Arundel Amusement Company, operating in Eastport, Anne Arundel County, Maryland; and his wife, Evelyn Ehrlich, manages and operates the home of your Petitioners.

THREE: That the said "Baby" Shepley, infant, was born on the 20th day of September, 1945, at the Emergency Hospital, Annapolis, Maryland, to Margaret Shepley, and that the father of the said infant child is unknown and not recorded, as evidenced by the Certificate of Birth, which is filed herewith as "Petitioners' Exhibit A"; and that the said infant was placed in the custody of your petitioners in September, 1945.

FOUR: That your Petitioners desire jointly to adopt as their child the said infant, "Baby" Shepley, in accordance with the provisions of the Code of Public General Laws of Maryland, (1939) Article 16, Section 78; and respectfully aver, allege, and show, that they maintain a modern and comfortable home at the residence aforesaid, and that they are willing to provide for the proper care, maintenances, education and rearing of the said infant child. And your petitioners further allege that the mother of said infant, "Baby" Shepley, is willing to have this Honorable Court pass a decree of adoption in the premises, whereby her said infant child, "Baby" Shepley, shall become the adopted child of your petitioners; and in proof thereof, your Petitioners attach hereto as a part hereof the written consent of the said Margaret Shepley, showing her willingness to have her said son so adopted by your petitioners, which is marked "Petitioners' Exhibit B".

FIVE: That your petitioners believe, and therefore aver, that it will be for the best interest and welfare of the said infant that he be so adopted by your petitioners, and that his well-being, comfort and happiness will be properly promoted by such adoption; and your petitioners file herewith as a further part hereof, written statements of Earle Lipchin and George M. Walters, citizens of Anne Arundel County, in support of this petition, showing that your petitioners are fit persons to become the adopting parents of the said infant, which statements are marked "Petitioners' Exhibit C" and "Petitioners' Exhibit D" respectively.

Your Petitioners, therefore, respectfully pray:

1. That a decree may be passed by this Honorable Court, declaring the said infant child, "Baby" Shepley, to be the adopted child and son of your petitioners, Fred Ehrlich and Evelyn Ehrlich, his wife, in accordance with the laws of the State of Maryland; and that the name of the said infant child, "Baby" Shepley, be changed to that of your petitioners, and that he be thereafter known as Fred Charles Ehrlich.

2. That your petitioners may have such other and further relief as their cause and equity may require.

AND AS IN DUTY BOUND, etc.

Evelyn Ehrlich

Earl Ehrlich

Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fred Ehrlich and Evelyn Ehrlich, his wife, the within petitioners, and made oath in due form of law that the matters and facts set out and alleged in said petition are true, as therein stated, to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Grace A. Parfitt Notary Public

PETITIONERS EXHIBIT "A"

EMERGENCY HOSPITAL
CERTIFICATE OF BIRTH

This Certifies that Baby Boy Shepley was born to Margaret Ellen Shepley in this Hospital at 12:37 P.M., Thursday the Twentieth day of September A.D. 1945

IN WITNESS WHEREOF the said Hospital has caused this Certificate to be signed by its duly authorized officer and its Official Seal to be hereunto affixed.

Manuel F. Klawans Marie K. Stein R.N.
Attending Physician. (EMERGENCY HOSPITAL SEAL) Hospital Administrator

This release and consent executed this 8th day of October, 1945, by and between Margaret Shepley, of Anne Arundel County, party of the first part, and Fred Ehrlich and Evelyn Ehrlich, parties of the second part, WITNESSETH:

That whereas I am and I do hereby certify that I am the Natural mother of a Male infant child named "Baby" Shepley, who was born September 20th, 1945 at Annapolis Md. and whereas I am willing, and hereby voluntarily declare my assent to the adoption of my said infant child, "Baby" Shepley, by Fred Ehrlich and Evelyn Ehrlich, and I do hereby further authorize and give my consent to any Court of Competent Jurisdiction wherein and in any District or County or State where the said Fred Ehrlich and Evelyn Ehrlich may reside, to pass a decree of adoption, declaring the said "Baby" Shepley to be the legally adopted child of Fred Ehrlich and Evelyn Ehrlich and further consent that the aforesaid decree provide a change of name of the said child, and the party of the first part certifies that the father of the said infant child is unknown, and in consideration of the premises, hereby remises, releases, quit claims and forever discharges Fred Ehrlich and Evelyn Ehrlich their heirs, executors, and administrators, from any and all claims, actions, proceedings and demands whatsoever for or on account of the custody of the infant, aforesaid or any act or thing growing out of or in anywise connected therewith.

As witness my hand and seal this day and date first above written.

Witness: Louis M. Strauss Margaret Shepley (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 8th day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret Shepley, party to the above consent and release, and acknowledged the same to be her act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Grace A. Parfitt Notary Public

PETITIONERS' EXHIBIT B

TO WHOM IT MAY CONCERN

I, Earle Lipchin, of Eastport, Anne Arundel County, Maryland, do hereby certify that I have personally known Fred Ehrlich and Evelyn Ehrlich, his wife, for 2 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Eastport, Maryland; that they enjoy the social respect of the community in which they reside, that Fred Ehrlich has for the past several years been employed as an electrical technician by the Arundel Amusement Company of Eastport, Anne Arundel County, Maryland, and appears to be a satisfactory and successful employee thereof, and that any child that would become a member of his household would enjoy and benefit from the operation of such a household and environment.

WITNESS: Grace A. Parfitt Earle Lipchin

PETITIONERS' EXHIBIT C

TO WHOM IT MAY CONCERN

I, Geo. M. Walters, of Eastport, Anne Arundel County, Maryland, do hereby certify that I have personally known Fred Ehrlich and Evelyn Ehrlich, his wife, for 3 years, and I have had occasion to observe the manner in which they conduct their home and their social environment and that I certify that they are of good character and excellent reputation, and that they have maintained a clean and comfortable home in Eastport, Maryland; that they enjoy the social respect of the community in which they reside, that Fred Ehrlich has for the past several years been employed as an electrical technician by the Arundel Amusement Company of Eastport, Anne Arundel County, Maryland, and appears to be a satisfactory and successful employee thereof, and that any child that would become a member of his household would enjoy and benefit from the operation of such a houshold and environment.

WITNESS: Grace A. Parfitt Geo. M. Walters

PETITIONERS' EXHIBIT D

Filed Nov. 9" 1945.

TWO DOCTORS CERTIFICATES

Dr. Klawans Dr. Rodler

TO WHOM IT MAY CONCERN

I hereby certify that I am a physician, qualified to practice medicine in the state of Maryland, and have been engaged in active practice for at least five years, that I have knowledge of the circumstances surrounding the birth of the infant child designated as "Baby" Shepley, born to Margaret Shepley at the Emergency Hospital, Annapolis, Maryland, on September 20, 1945, and that because of the desire of the said mother to have the said infant child adopted, and because of the fact that the said mother left the said child at the hospital after child-birth for the purpose of adoption, and because said infant child has been trained to be fed and cared for without the aid or assistance of the mother by the persons desiring to adopt the said infant child, it is my recommendation and opinion that the welfare and interest of said child can best be fostered and maintained by the person making application to adopt said infant child.

M. F. Klawans M.D.

Edith Rodler M.D.

TO WHOM IT MAY CONCERN

I hereby certify that I am a physician, qualified to practice medicine in the state of Maryland, and have been engaged in active practice for at least five years, that I have knowledge of the circumstances surrounding the birth of the infant child designated as "Baby" Shepley, born to Margaret Shepley at the Emergency Hospital, Annapolis, Maryland, on September 20, 1945, and that because of the desire of the said mother to have the said infant child adopted, and because of the fact that the said mother left the said child at the hospital after child-birth for the purpose of adoption, and because said infant child has been trained to be fed and cared for without the aid or assistance of the mother by the persons desiring to adopt the said infant child, it is my recommendation and opinion that the welfare and interest of said child can best be fostered and maintained by the person making application to adopt said infant child.

M. F. Klawans M.D.

Edith Rodler M.D.

Filed Dec. 12" 1945.

DECREE OF ADOPTION

Fred Ehrlich and Evelyn Ehrlich, his wife, of Eastport, Anne Arundel County, State of Maryland, having filed their petition in this Court, praying that a decree be passed herein, declaring "Baby" Shepley, infant, to be their adopted son, in accordance with the provisions of the laws of the State of Maryland, the mother of the said infant having expressed her willingness to and desire for such adoption, and it appearing to the Court that the best interests and welfare of the said "Baby" Shepley, infant, will be promoted by such adoption.

IT IS THEREUPON, this 15th day of December, 1945, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, ADJUDGED, ORDERED and DECREED, that "Baby" Shepley, infant child of Margaret Shepley, be, and he is hereby, declared to be the adopted child of Fred Ehrlich and Evelyn Ehrlich, his wife; and it is further DECREED, by the authority aforesaid, that the name of the said infant child be, and it is hereby changed from "Baby" Shepley to, Fred Charles Ehrlich, and it is further ORDERED that the petitioners pay the costs of these proceedings.

James Clark A.J.

Filed Nov. 9" 1945

In the Matter of the Adoption and Change	:	No. 8966 Equity
of Name of Charles Henry Sands, Jr., Rae	:	In The Circuit Court For
Allene Sands and Gertrude Ann Sands, Infants	:	Anne Arundel County.

PETITION AND ASSENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Esther Wassell and George Albert Wassell, her husband respectfully shows:

1. That said parties were married June 5, 1937, have resided together since and are residents of Anne Arundel County, State of Maryland.

2. That they have three children, born as result of said marriage, namely, George Albert Wassell, Jr., age 4 years; Carvel Lee Wassell, age 2 years and John Walter Wassell,

age 1 year.

3. That your petitioner had previously been married to Charles Henry Sands, now serving in the United States Navy, but the parties were divorced; your petitioner was granted the divorce (a vinculo matrimonii) and the custody of her minor children by this Honorable Court.

4. That the children aforesaid are Charles Henry Sands, Jr., age 16 years; Rae Allene Sands, age 15 years and Gertrude Ann Sands, age 11 years. All of them reside with your petitioners and have continuously since the marriage of petitioners.

5. That your petitioner George Albert Wassell has formed a great devotion to and affection for said infants and has been caring for and rearing the said children, together with his wife, with the love and solicitude of a natural parent.

6. That he is financially able to care for and provide for said infants as his own children and respectfully represents that it is for the best interests of said infants that they be adopted by him.

7. That the said Charles Henry Sands, father of the infants, has consented to the adoption of them, said consent being attached to this petition and prayed to be made a part hereof.

To the end, therefore,

A. That this Honorable Court pass a decree declaring said infant children, Charles Henry Sands, Jr., Rae Allene Sands and Gertrude Ann Sands, to be the legally adopted children of George Albert Wassell and Esther Wassell, his wife, in accordance with the General Laws of the State of Maryland, with all the rights and privileges conferred by law.

B. That the infants' names be changed from Charles Henry Sands, Jr. to Charles Henry Wassell; Rae Allene Sands to Rae Allene Wassell; and Gertrude Ann Sands to Gertrude Ann Sands to Gertrude Ann Wassell.

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

And, as in duty bound, etc.

Esther Wassell
George A. Wassell
Petitioners

Noah A. Hillman
Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 19th day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Esther Wassell and George Albert Wassell, her husband, who made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Lillian M. Fine Notary Public

To the Honorable, the Judges of said Court:

I, Charles Henry Sands, do hereby consent to the adoption of my children, Charles Henry Sands, Jr., Rae Allene Sands and Gertrude Ann Sands, by George Albert Wassell and Esther Wassell, his wife. I also consent to the Change of Name of my children from "Sands" to "Wassell".

Charles Henry Sands

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 15th day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles Henry Sands, who signed the aforegoing instrument in my presence and acknowledged the same to be his act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Addie V. Bryan Notary Public

Filed Nov. 19" 1945

To Judge James Clark
Court House Annapolis

Sir:

I Charles Henry Sands Jr. want and consent to my name being changed to that of Charles Henry Wassell. My stepfather has been a real father to me and I feel as tho he has been the only father I have known therefore I want my name as Wassell.

Charles Henry Sands Jr.

Clarks Station Severn, Md.

PEPSI-COLA
DISTRIBUTING COMPANY
270 WEST STREET ANNAPOLIS, MD.

November 20, 1945

TO WHOM IT MAY CONCERN:

The writer has personally known George A. Wassell as a friend and employee for the past six years. During this time I have always found him to be sober, honest, reliable and a much valued employee.

I have had the pleasure to visit his home and have always found him to be a kind and considerate husband and father.

PEPSI COLA DISTRIBUTING CO.

Bernand Sweeney MANAGER.

DECREE.

The Petition for Adoption and Change of Name and the Assent thereto in the above entitled case having been by the Court read and considered, and it being the opinion of the Court that the best interests of the infant children mentioned in said Petition would be served by the adoption of said infants, it is thereupon

ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County, in Equity this 20th day of November, 1945, that the infant children Charles Henry Sands, Jr., Rae Allene Sands and Gertrude Ann Sands, mentioned in the Petition, be and are hereby declared to be the adopted children of George Albert Wassell and Esther Wassell, his wife with all the rights, responsibilities and privileges conferred by law; and it is

FURTHER ORDERED AND DECREED that the name of said infant children be and is hereby changed: Charles Henry Sands, Jr. to Charles Henry Wassell, Rae Allene Sands to Rae Allene Wassell and Gertrude Ann Sands to Gertrude Ann Wassell.

And it is ordered that the Petitioners pay the costs of these proceedings.

James Clark Judge

Filed Nov. 20" 1945.

EX PARTE,	:	No. 8971 Equity
IN THE MATTER OF THE ADOPTION OF	:	In The Circuit Court For
JONABELLE SANDRA JOYCE, Infant	:	Anne Arundel County

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Randolph Hardesty and Edna Virginia Hardesty, his wife, respectfully represents unto your Honor:

1. That your Petitioners reside at Quarterfield Road, R.F.D., No. 1, Box 178A, Severn, Anne Arundel County, Maryland.

2. That Jonabelle Sandra Joyce, infant, is the daughter of Richard Joyce and Sadie Blanche Joyce, and was born on March 11, 1942, in Baltimore City, State of Maryland, as evidenced by the birth certificate issued by the Bureau of Vital Statistics of Baltimore City which said certificate is attached hereto and prayed to be taken as part hereof.

3. That the said Jonabelle Sandra Joyce, infant, was placed in the home of your petitioners on July 24, 1944, and that said infant has been in their care and custody since that date, and has been supported and cared for by them since that date, and that your Petitioners have formed an affectionate attachment for the said infant and they now desire to rear her as if she were their own natural child to which end your Petitioners seek to adopt her.

4. That your Petitioners have obtained two certificates certifying their character, which said certificates are attached hereto and prayed to be taken as a part hereof.

5. That the said adoption of said infant and the change of her name as prayed for in this Petition is being made with the full knowledge, consent and approval of Richard Joyce and Sadie Blanche Joyce, her natural father and mother, as evidenced by their written consent attached hereto, filed herewith and prayed to be considered a part hereof.

6. That your Petitioners fully understand that the effect of a decree of adoption, if passed, in this cause will be to entitle the aforesaid infant to the same rights of inheritance in your Petitioners' estates and the same rights of protection, education and maintenance as if said infant child were born to them.

7. That the adoption of said infant, Jonabelle Sandra Joyce, as prayed in this Petition, will be for her best interest and welfare as your Petitioners intend to rear her as their own natural child.

8. That your Petitioners desire to have the name of the said infant child changed to Arlene Clare Hardesty.

WHEREFORE, your Petitioners file this Petition under the provisions of the Public General Laws of Maryland, Article 16, Sections 78 to 85, inclusive, relating to the adoption of infants and respectfully pray:

a. That a decree may be passed in the premises by this Honorable Court declaring the said infant, Jonabelle Sandra Joyce, to be the legally adopted child of your Petitioners.

b. That the name of the said infant child be changed from Jonabelle Sandra Joyce to Arlene Clare Hardesty.

c. That your Petitioners may have such other and further relief as their case may Require.

And as in duty bound, etc.

Lewis E. Stengel
Attorney for Petitioners

Randolph Hardesty
Edna Virginia Hardesty

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify, that on this 30th day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Randolph Hardesty and Edna Virginia Hardesty, his wife, the Petitioners named in the aforegoing Petition, and they each made oath in due form of law that the matters and facts set forth in the aforesaid Petition are true and bona fide.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) James B. Ellison, Notary Public

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned, Richard Joyce, father, and Sadie Blanche Joyce, mother, hereby certify that they have read the aforegoing petition for adoption and that they know and understand the full meaning thereof and they give their full and unqualified consent to said adoption and change of name of said infant child, Jonabelle Sandra Joyce, and hereby join in the petition to this Honorable Court to grant the prayer for relief contained in the aforegoing petition relative to the adoption and change of name of the said infant child.

WITNESS:

Sophie A. List

Richard Joyce
Sadie Blanche Joyce

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 28th day of November, in the year nineteen hundred and forty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Richard Joyce and Sadie Blanche Joyce and made oath in due form of law that the above certificate and assent are true and bona fide and acknowledge the same to be their free and voluntary act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Sophie A. List, Notary Public
Registered No. F-47083
October 18, 1945

BALTIMORE HEALTH DEPARTMENT
CERTIFICATE OF LIVE BIRTH

No. 74576

1. Place of Birth:
(a) Baltimore City, Maryland
(b) Name of hospital; if at home, give street number
University Hospital
3. Full name of child Jonabelle Sandra Joyce
5. Sex: Female

2. Usual Residence of Mother:
(a) State Md.
(d) Street No. 813 South Oldham St.
4. Date of birth. Mar. 11, 1942
8. Hour of birth 1.08 P.M.

FATHER OF CHILD

9. Full Name Richard Joyce
10. Color or race White
11. Age at time of this birth 32 yrs.
12. Birthplace West River, Maryland

MOTHER OF CHILD

15. Full Maiden Name
Sadie Vonkuchmund
16. Color or race White.
17. Age at time of this birth 38 yrs.
18. Birthplace Memphis, Tennessee

13. Usual occupation Pilot

14. Industry or business ____

23. I hereby certify to the birth of this child, who was born alive on the date and hour stated above. The information given above was furnished by Mrs. Sadie Joyce, related to this child as Mother

19. Usual occupation Housewife

20. Industry or business Own home

22. Mother's mailing address for registration notice: 813 South Oldham Street Baltimore, Maryland

24. Date rec'd by local registrar Apr. 9, 1942 (Signed) J. E. Savage M.D. Commissioner of Health and Registrar

25. Signed Huntington Williams, M.D. Registrar Address University Hospital Date sji

Issued by Huntington Williams, M.D. Registrar of Vital Statistics. Per G. Cordish

TO WHOM IT MAY CONCERN

I hereby certify that I have known Randolph Hardesty and Edna Virginia Hardesty, his wife, who live at Quarterfield Road, R. F. D. No. 1, Box 178A, Severn, Anne Arundel County, Maryland, for 22 years.

I know them to be people of good character and splendid moral behavior. They are in excellent standing in the neighborhood in which they reside and their home life is happy and agreeable and they are financially able to care and provide for a child or children on a high standard of living. These people are known to me to be honest, reliable, morally good and agreeable in their way of living.

John H. Johnson, Jr.

Address - 404 Light St. Rd.

Glen Burnie Md.

Subscribed and sworn to before me, this 29 day of Oct., 1945.

(NOTARIAL SEAL) John F. McNulty Notary Public

TO WHOM IT MAY CONCERN

I hereby certify that I have known Randolph Hardesty and Edna Virginia Hardesty, his wife, who live at Quarterfield Road, R. F. D., No. 1, Box 178A, Severn, Anne Arundel County, Maryland, for 18 years.

I know them to be people of good character and splendid moral behaviour. They are in excellent standing in the neighborhood in which they reside and their home life is happy and agreeable and they are financially able to care and provide for a child or children on a high standard of living. These people are known to me to be honest, reliable, morally good and agreeable in their way of living.

C. Edgar Melvin

Address - 1315 Sulphur Spring Rd Arbutus 27 Md.

Subscribed and sworn to before me, this 22nd day of October, 1945.

(NOTARIAL SEAL) Reese L. Jett, Notary Public

Filed Dec. 6" 1945.

DECREE.

Upon the aforegoing Petition, assent and affidavit, it is this 7th day of December, 1945, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that Jonabelle Sandra Joyce, Infant, be and she is hereby declared to be the legally adopted child of Randolph Hardesty and Edna Virginia Hardesty, his wife, as prayed in said Petition

and that the name of the said JONABELLE SANDRA JOYCE be and the same is hereby changed from JONABELLE SANDRA JOYCE to ARLENE CLARE HARDESTY.

James Clark Judge

Filed Dec. 7" 1945.

EX PARTE WILLIAM LENTZ	:	No. 8978 Equity
IN THE MATTER OF BERTHA E.	:	In The Circuit Court For
MAACKS, and Incompetent.	:	Anne Arundel County

DECREE CONFIRMING INQUISITION AND APPOINTING COMMITTEE

DOCKET ENTRIES

11th August 1942	Petition of George H. Maacks, husband and next friend of Bertha E. Maacks for a Writ De Lunatico Inquirendo and a Subpoena for Bertha E. Maacks, certificate of Drs. Silas W. Weltner and John G. Russell, annexed (1) and Petitioner's Exhibit A (2) fd.
11th August 1942	Order of Court thereon directing a Writ De Lunatico Inquirendo and a Subpoena issue and dispensing with presence of Lunatic before the Sheriff's Jury (3) fd.
11th August 1942	Subpoena issued (4 Summoned as marked)
11th August 1942	Writ De Lunatico Inquirendo issued accordingly (5 Inquisition and return)
24th November 1942	Decree confirming Inquisition and appointing Minna C. Maacks, Committee bond $1000.00 (6) fd.
26th January 1943	Petition of Committee for leave to take testimony before an Examiner and Order of Court thereon granting the same (7) fd Morfit
2nd February 1943	Depositions (8) and Plaintiffs Exhibit Examiner No. 1 (9) fd.
8th June 1943	Order of Reference (10) fd Coe
22nd October 1943	Committees Approved Bond (11) fd
11th December 1943	Papers returned no report
6th February 1945	Petition of Committee to have contract of sale ratified and confirmed (12) and Petitioners Exhibits No. 1 and 2 (13) fd.
9th February 1945	Report of Auditor and Master (14) fd
9th February 1945	Decree ratifying and confirming contract of sale made to Agnes C. Dammann, Committee to file an additional bond of $1000. etc (15) fd
21st February 1945	Order of Oswald C. Robinson, Esq. to strike out his appearance (16) fd.
21st August 1945	Appearance of William Lentz, Esq., entered for Committee (17) fd.
27th August 1945	Committees approved Bond. (18) fd.
27th August 1945	Petition of Committee to have contract of sale ratified and confirmed (19) fd and Petitioners Exhibit A(20) and B(21) fd.
27th August 1945	Petition of Committee for leave to take testimony before an Examiner and Order of Court thereon granting the same (22) fd Morfit
30th August 1945	Depositions (23) fd.
31st August 1945	Order of Reference (24) fd Latane
14th September 1945	Report of Auditor and Master (25) fd.
14th September 1945	Decree ratifying and confirming contract of sale made to Harrison M.

Sandrock and Carolyn A. Sandrock, his wife, and directing Minna C. Maacks, Committee file an additional bond in the penalty of $2000.00, etc (26) fd.

24th October 1945 Committee's Additional Approved Bond (27) fd.

EX PARTE

IN THE MATTER OF BERTHA E. MAACKS, an Incompetent

IN THE CIRCUIT COURT NO. 2 of BALTIMORE CITY Docket 51A, Folio 373 25630 A

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Minnie C. Maacks, committee of the person and estate of Bertha E. Maacks, respectfully shows unto your Honor as follows:

FIRST: That by the decree passed in this cause on the 24th day of November, 1942, this Honorable Court confirmed the inquisition taken by the Sheriff of Baltimore City and appointed your petitioner committee of the person and estate of Bertha E. Maacks with full power and authority to take charge of and manage the property and to assume the control of the person of the said Bertha E. Maacks under the direction of the Court; that your petitioner thereafter filed her approved bond in the sum of Two Thousand Dollars ($2,000), which bond is in full force and effect; that said Bertha E. Maacks is still confined to the Spring Grove State Hospital at Catonsville, Maryland.

SECOND: That by deed dated the 15th day of May, 1933, the late George H. Maacks and Bertha E. Maacks, his wife, acquired from Frank I. Williams and Edith McC. Williams, his wife, title in fee simple to Lots Nos. 1287, 1288, 1289, 1290 and 1291 situate in the First Election District of Anne Arundel County, Maryland, as designated and delineated on the plat entitled "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", Sheet Number 2, and filed among the Land Records of Anne Arundel County in Liber F. S. R. 3, folio 21; that said deed is recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 128, folio 464; that said deed, marked "Petitioner's Exhibit A", is filed herewith and prayed to be taken as a part hereof.

THIRD: That your petitioner is advised that George H. Maacks and Bertha E. Maacks paid approximately Three Hundred Dollars ($300) for said unimproved lots; that subsequently they erected on the premises a one story frame building consisting of three rooms separated by plywood; that said building contains no toilet facilities or other modern conveniences and is suitable for summer occupancy only; that said property is accessible only by automobile, and because of the gasoline shortage it was not rented last summer; that said property is located about the length of two and one-half city blocks from the water front and is assessed, for taxation purposes, at Seven Hundred Dollars ($700).

FOURTH: That on or about January 31, 1944, said George H. Maacks died, and your petitioner is advised that thereupon title to the aforesaid fee simple property and the improvements thereon vested solely in his surviving widow, Bertha E. Maacks.

FIFTH: That your petitioner deems it to be to the advantage and best interest of the estate of the incompetent to dispose of said property at this time and to invest the proceeds arising from said sale in income-producing property or securities; that your petitioner has accordingly entered into a contract dated April 27, 1945, for the sale of said fee simple property to Harrison M. Sandrock and Carolyn A. Sandrock, his wife, at

and for the sum of One Thousand, Five Hundred Dollars ($1,500), subject to the ratification and approval of this Honorable Court; that the original of the aforesaid contract of sale is filed herewith, marked "Petitioner's Exhibit B", and is prayed to be taken as a part hereof; that your petitioner considers the sum of One Thousand, Five Hundred Dollars ($1,500) a good price for the aforesaid property.

WHEREFORE, your petitioner prays this Honorable Court to ratify and confirm the contract of sale made by your petitioner with Harrison M. Sandrock and Carolyn A. Sandrock and to authorize and direct your petitioner to execute a deed conveying said property upon receiving the full purchase price of One Thousand, Five Hundred Dollars ($1,500), subject to the terms of the contract of April 27, 1945.

AND, as in duty bound, etc.

Wm. Lentz — Minnie C. Macks

Solicitor for Petitioner — Committee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of July, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Minnie C. Maacks, committee of the person and estate of Bertha E. Maacks, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and notarial seal.

Seal — John E. Rockfort

My Commission Expires May 5, 1947 — Notary Public

DECREE.

The Petition of Minna C. Maacks, Committee of the person and estate of Bertha E. Maacks, a lunatic, filed in this case on August 27, 1945, and the proceedings in connection therewith were by the Court read and considered, and it is thereupon, this 14 day of September, 1945, by the Circuit Court No. 2 of Baltimore City, ADJUDGED, ORDERED and DECREED, that the real estate mentioned and described in these proceedings, consisting of Lots Numbers 1287, 1288, 1289, 1290 and 1291, situate in the First Election District of Anne Arundel County, State of Maryland, and more particularly designated and delineated on the plat referred to in these proceedings entitled "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", be sold; and that the contract for the sale of said property to Harrison M. Sandrock and Carolyn A. Sandrock, his wife, a copy of which contract has been filed in this cause, marked "Petitioner's Exhibit B", be and the same is hereby ratified and confirmed.

It is further ORDERED that the said Minna C. Maacks, Committee of the person and estate of said lunatic, be and she is hereby authorized and directed to consummate said contract for and on behalf of said lunatic, and upon receipt by said Committee of the purchase price payable under said contract to which said lunatic is entitled, said Committee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchasers under said contract said property, free, clear and discharged of all claims of said lunatic and those claiming by, from or under her, or any of them; and

It is further ORDERED that as soon as convenient after said sale, said Committee shall return to this Court a report of her proceedings in regard thereto and shall bring into this Court the money arising from the sale of said property to be invested or used for the benefit of said lunatic as this Court may direct, after deducting the costs of this proceeding and such commission to said Committee as this Court may think proper to allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

It is further ORDERED that before proceeding to act under this decree, said Committee shall file an additional corporate bond to the State of Maryland in the sum of Two Thousand Dollars ($2,000.00) for the faithful performance of her duties.

Emory H. Niles

The above is a proper decree
to be passed in this case

Jas. A. Latane
Auditor and Master

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Docket Entries taken from Docket 51A, folio 653-1943 CASE NO. 25630 A-Petition and Affidavit filed 27th August, 1945-Decree signed 14th September, 1945.
now on file in this office in the cause therein entitled EX PARTE IN THE MATTER OF BERTHA E. MAACKS, an incompetent.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 1st day of October A.D. 1945.

(COURT SEAL) John S. Clarke, Clerk.

DECREE

The return of the Inquisition taken by the Sheriff of Baltimore City, in the State of Maryland in the above cause having been submitted for confirmation, and said return and the other proceedings having been read and considered;

It Is Thereupon this 24th day of November 1942, by the Circuit Court No. 2 of Baltimore City, Adjudged, Ordered and Decreed that the said Inquisition be and it is hereby confirmed.

And it is Further Adjudged, Ordered and Decreed, that Minna C. Maacks be and he is hereby appointed Committee of the person and estate of the said BERTHA E. MAACKS with full power and authority to take charge of and manage the property and to assume the control of the person of the said BERTHA E. MAACKS under the direction of this Court; but before the said Minna C. Maacks shall proceed to act as such Committee 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, for the faithful discharge of his duties as such Committee.

George A. Solter

State of Maryland, City of Baltimore, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby cer-

tify that the above is a true copy of the original DECREE, appointing Committee signed the 24th day of November, 1945, and I further certify that Committee named therein has filed her approved bond
now on file in this office in the cause therein entitled EX PARTE: IN THE MATTER OF BERTHA E. MAACKS

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 27th day of September A.D. 1945

(COURT SEAL) John S. Clarke Clerk.

Filed Dec. 19" 1945.

William J. McPherson and Harriet his wife	:	C.S. No. 362 Equity
Robert D. Hicks and Henrietta Hicks	:	IN THE
vs.	:	CIRCUIT COURT
William F. Worthington William A.Worthington	:	FOR
Susan I. Worthington	:	ANNE ARUNDEL COUNTY

Bill & 3 Exhibits.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County in Equity.

The Bill of Complaint of William S. McPherson and Harriet McPherson his wife of the City of Baltimore and of Robert D. Hicks and Henrietta Hicks of the State of Delaware humbly complaining shows, that in the month of October eighteen hundred and thirty-two one Lewis Neth a resident of the City of Annapolis departed this life having previously made his last will and testament duly executed to pass real estate whereby among other things he devised certain Lots in said City on which was erected his dwelling Home where he resided at the time of his death to his widow Harriet during her life time the same property which before that time had been conveyed by and specified in a deed from Thomas Jennings to Lewis Neth Senior the father of the testator bearing date on the twenty second day of May eighteen hundred and two and recorded in Liber I.G. No. 6 folios 291 &c. one of the Land Record Books in the Court of Appeals of Maryland the same being Lots 93 & 104 on the plat of said City as by reference to a duly certified copy of said deed marked A. and herewith filed will appear and which with other Exhibits filed herewith they pray may be taken as a part of this bill and which property the said testator had inherited as the only child and heir at Law of the said Lewis Neth Senior, and after the death of his said wife Harriet the same property was devised to such child or children as she should leave to the said Lewis the testator; and in the event that she should bear no such child or children or if such child or children should die during infancy then the remainder in said Lots and premises was by the Codicil to said will devised equally to certain William F. Worthington John H. Scott (called in the will John Scott) and Mrs Ann Hicks as by reference to a certified copy of said will marked B and herewith filed will fully appear.

And your orators and oratrices -- further state that after the death of the said testator his widow the said Harriet bore him a son who was named Lewis Neth and afterwards she intermarried with your orator William S. McPherson, and that she and her said husband continued in the enjoyment of the life estate of the said Harriet in said property, and that her said son Lewis Neth lived many years after the death of his father and departed

this life in the year eighteen hundred and forty six and during his infancy whereby the remainder in said property become vested under the provisions of the aforesaid Codicil in the persons entitled to receive the same in remainder but they aver that the said John H. Scott had departed this life previous to the death of the said Lewis Neth the son of the testator to wit in the year eighteen hundred and thirty seven having first made his will duly executed to pass real estate whereby he devised all of his interest in the aforesaid property under the will of the said Lewis the testator, to certain William A. Worthington and Robert M. Worthington two of the children of the said William F. Worthington as will appear by a certified copy of said will herewith filed and marked Exhibit C.

And your orators and oratrices further state that afterwards the said Ann Hicks departed this life intestate leaving only two children and heirs at Law to wit your orator Robert, and oratrix Henrietta to whom descended all of her interest in the aforesaid Lots and premises under the aforesaid will of the said Lewis Neth; and they further state that Robert M. Worthington one of the devisees under the will of the said John H. Scott departed this life in the year eighteen hundred and fifty six unmarried, childless and intestate whereby such interest as he received under the will of the said John H. Scott in the said premises descended to his only two heirs at Law to wit his brother William A. Worthington and his sister Susan I. Worthington,

And your orator Robert D. Hicks and your oratrix Henrietta Hicks aver that the title to the remainder in the said estate in fee after the death of the said Harriet McPherson invested in them and the said William J. Worthington and his two children the said William A. Worthington and Susan I. Worthington

And your orators and oratrices further state that one of said parties to wit the said William A. Worthington is a confirmed lunatic and of insane mind, and the said Susan I. Worthington is of imbecile and idiotic mind by reason of which infirmities neither of said parties though they have attained their majority are now or ever can be competent to execute a valid deed of their interest in said property or of attending to their interests in the same,

And they aver that said property from the nature of the title by which it is held is not in a condition to have outlays of means for the repair of the buildings thereon erected, which are now exceedingly out of repair and constantly deteriorating in value and that the same is incapable of any advantageous division among those interested, and that it is for the interest and advantage of all the parties having such interests that the whole of the estate in the same should be sold so that it may sell for its fair and proper value and that your orators and oratrices and they are informed and believe the said William F. Worthington are all desirous to have such sale made but by reason of the mental incompetency and imbecility of the said William A. Worthington and Susan I. Worthington as before stated no sale thereof as they are advised can be had but by the aid of this Court and under its decree

To the end therefore that the said dependants William F. Worthington William A. Worthington and Susan I. Worthington may answer the premises and that a decree may be passed by this Court for the sale of the aforesaid lots and premises and that the proceeds of such sale may be disposed of by this Court to the parties interested in such portions as this Court may determine or as to the portions belonging to those competent to judge

for themselves as they shall agree to same, and that your orators and oratrices may have such other and further relief in the premises as the nature of their case in equity may require.

May it please your Honor to grant to the complainants the writ of Subpoena against the said William F. Worthington, William A. Worthington and Susan I. Worthington of Baltimore City commanding them to appear in this Court by some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed herein and as in duty &c.

Frank H. Stockett
for compla.

Filed of Augt. 7" 1863.

Thomas Jennings to Lewis Neth Copy Deed Exhibit A.
(INT. REV. STAMPS $5.00)

This Indenture made the 22nd day of May in the year of our Lord 1802 Between Thomas Jenings of the City of Annapolis Attorney at Law of the one part and Lewis Neth of the said City, Merchant of the other part. Whereas Thomas Jenings late of the City of Annapolis deceased was seised of an Estate in fee simple in several tracts or parcels of land and lots or parcels of ground and amongst other of the following two lots or parcels of ground situate lying and being in the City of Annapolis aforesaid contiguous and adjourning to each other which were devised by Thomas Bordley deceased to his sons, John and Thomas and which are distinguished in the plat of the Resurvey of the said City made by James Stoddart by the Numbers ninety three and one hundred and four and whereon the said Thomas Jenings deceased lately resided and having died intestate thereof the representatives of the said deceased who were of âge at the time of his death did prefer a petition to the Chancellor setting forth that they were equally interested in the said two lots or parcels of ground with others the representatives of the said deceased; to wit, John Jenings, Elizabeth Jenings, Daniel Jenings, Homer Jenings and Horatio Jenings who were infants under the age of twenty-one years at the time of preferring the said Petition and praying thereby that the said lands and lots or parcels of ground should be directed to be sold pursuant to the act of Assembly in such case made and provided and Richard Ridgely having been appointed by the Chancellor Guardian to the said Infants and the matters set forth in the said Petition having been fully examined and enquired into by the Chancellor it was by him accordingly ordered and directed that the said lands and lots or parcels of Ground should be sold and that the said Thomas Jenings party to this Indenture should be the trustee for the sale thereof as by the said Petition and order remaining amongst the proceedings of the High Court of Chancery reference being thereto had will more fully appear. Now this Indenture Witnesseth that the said Thomas Jenings in virtue of and by authority of the trust reposed in him and for and in consideration of the sum of one thousand two hundred and fifty pounds Current money to him in hand paid by the said Lewis Neth at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained sold aliened released enfeoffed and confirmed

and by these presents doth grant bargain - sell alien release enfeoff and confirm unto the said Lewis Neth and his heirs forever all those two lots or parcels of Ground before mentioned and hereby meant and intended to be conveyed, that is to say, two lots or parcels of ground situate lying and being in the City of Annapolis aforesaid contigous and adjoining to each other which were devised by Thomas Bordley deceased to his sons John and Thomas, and which are distinguished in the plat of the resurvey of the said City made by James Stoddart by the numbers, ninety three and one hundred and four and Whereon Thomas Jenings late of the said City deceased resided together with all and singular the appurtenances to the same belonging or in anywise appertaining

To Have and To Hold the said two lots or parcels of Ground hereby intended to be conveyed and every part thereof with all and singular the appurtenances to the same belonging or in anywise appertaining unto the said Lewis Neth and his heirs forever, and the said Thomas Jenings party to this Indenture doth grant for him and his heirs that he the said Thomas Jennings and his heirs the aforesaid two lots or parcels of Ground hereby granted or meant mentioned and intended to be granted with all and singular their rights members and appurtenances unto the said Lewis Neth his heirs and assigns against him the said Thomas Jenings party to this Indenture and his heirs and all and every person or persons whatsoever claiming by from or under him them or any of them and also against all and every person or persons whatsoever claiming by from or under the said Thomas Jenings deceased shall and will warrant and forever defend by these presents. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and delivered — Thomas Jenings, Trustee (SEAL)

in presence of — Lewis Neth (SEAL)

James Mackubin, Lewis Duvall

At the foot and on the back of the aforegoing deed was this written viz:

Received the day of the date of the aforegoing Indenture of and from the within named Lewis Neth the sum of One thousand two hundred and fifty pounds, Current money 1250.0.0. being the consideration money therein mentioned to be by him paid to me.

Witness James Mackubin, Lewis Duvall — Thomas Jenings, Trustee.

Be it remembered, That on the Twenty second day of May in the year of our Lord 1802 came Thomas Jenings party to the aforegoing Indenture before us two of the Justices of the peace for Anne Arundel County and acknowledged the same to be his act and deed and the two lots or parcels of Ground therein mentioned and intended to be bargained and sold thereby with all and singular the premises and appurtenances thereto belonging to be the right title and Estate of the within named Lewis Neth and his heirs and assigns according to the true intent and meaning thereof and of the Act of Assembly in such case made and provided. Taken and Certified by

James Mackubin, Lewis Duvall

Recorded the 19th day of July 1802.

State of Maryland Sct

I George Earle, Clerk of the Court of Appeals of Maryland do hereby Certify that the

aforegoing Deed is truly taken from Liber I.G. No. 6 folio 291 &c. one of the Record Books deposited in and belonging to the office of the Court of Appeals aforesaid

In Testimony whereof I have hereunto set my hand as Clerk and Affixed the Seal of the said Court of Appeals this Twenty eighth day of July A.D. 1863

(COURT OF APPEALS SEAL) George Earle, Clerk
Court of Appeals of Md.

Filed 7th day of August 1863. Filed with the commission 8th Oct 1863 H.M.Murray,Com'r.

Will Lewis Neth Exhibit B Copy

This is the Last Will and Testament of Lewis Neth of the City of Annapolis in the State of Maryland

Imprimis. I hereby manumit and set free all my slaves, those at the farm to be free so soon as the corn crop is housed- I also direct, that they be furnished with their winter cloathing and be paid each of them five dollars when they become free- I also charge my Estate with and direct my Executor herein after to be named to defray the expense of their removal out of the State to such place as they may choose to go.-

Item. I leave to Maria Brown who waits in my house an annuity of one hundred dollars during her life the said sum of money to be paid to her annually. -

Item. I hereby authorise & direct my Executor to Execute a lease to Mrs Letitia Jarboe for the House, lot and premises on which she now resides, the same to be leased to her for fifty years and to pay one dollar per annum rent.-

Item. To old Mistress Hollidayoke of Annapolis I give an annuity of twenty dollars to be paid to her annually during her life.-

Item. I leave to St. Johns College, all my Books Maps and Globes.-

Item. It is my will and I hereby direct that old Billy be allowed the use of a house at Primrose and that twenty dollars per annum be paid to him during life.-

Item. I hereby bequeath to each of the following persons Mrs Ann Hicks, William F. Worthington and my cousin John Scott, living at Mr. Worthingtons, and Edward Dubois of Annapolis One thousand dollars.-

Item I give to my wife, such of my plate furniture and household articles as she may chuse - also the stock and plantation utensils at Primrose.-

Item I give and devise my dwelling house and the premises, also the farm called Primrose to my wife Harriet during her life and after her decease the same is hereby devised in fee simple to such child or children as she may be now pregnant with.-

Item. All the rest of my real Estate, I desire may be sold and I hereby authorise and appoint Samuel Maynard to make sale thereof upon such terms as he may approve of, and also to execute deeds for the same when the purchase money is paid - The money therefrom arising to be invested by the said Maynard, in some safe public stock or funds and to be held for the use of my said child or children.-

Item. The rest of my Estate of whatever kind after deducting therefrom my wifes dower & thirds I hereby give to such child or children.- Lastly I do hereby constitute Samuel Maynard, Esquire of the City of Annapolis the Executor of this my last will and testament. -

In testimony whereof I have hereunto set my hand & fixed my seal the fourth day

of October one thousand Eight hundred and thirty two.-

Signed sealed published and Lewis Neth (SEAL)
declared to be his last will
and testament by
Lewis Neth the Testator in the presence of us who at his request, in his presence and in the presence of each other subscribed our names as witnesses thereto
Alexander C. Magruder Jno. Ridout. T. I. Franklin

WHEREAS, I Lewis Neth have made and executed my last will and testament bearing date the 4th day of October 1832, now being minded to give some other legacies I do hereby declare the present writing to be a codicil to said last will and testament- And I do hereby give to Maria Brown in lieu of the one hundred dollars given by my will, three hundred dollars p annum- I also leave five hundred dollars with which to purchase a house in fee for her in Philadelphia, and I appoint my friend Abraham Worthington to receive the said five hundred dollars, make the purchase and have the same conveyed to her in fee.-

Item. I leave to each of the following servants to wit, Jim, Kit John & Charles, sons of Bob, twenty dollars p annum till they come of age to be paid to their father Bob, so long as he shall live, and applied by him to their support.-

Item. I leave to little Bill on the farm twenty dollars pr annum till he come of age, and to be paid to such person as shall have the care of him

Item. With respect to the Estate which by my will is given to the child or children with which my wife may now be pregnant, it is my desire that in the event of no such child being born, or of the said child or children dying in infancy, that the Estate provided for them be given to Mrs Ann Hicks, Mr. William F. Worthington and my relation John Scott and in the events aforesaid I do devise the same to them and to be equally divided among them.-

Item. I give to old Nanny Fisher in the City of Annapolis Sixty dollars.-

Item I leave to my friend Abraham F. Worthington the sum of five hundred dollars to be paid to him when he has executed my will in regard to the purchase of a house for Maria Brown & the conveyance of it to her, and Inquire him to see that the annuity is paid to her,-

In testimony whereof I have hereto set my hand and affixed my seal to this Codicil to my will which except as it is hereby altered I do hereby satify & confirm this seventh day of October 1832

Lewis Neth (SEAL)

Signed sealed published and declared by said L Neth as a codicil to his will in presence of us who at his instance in his presence and in the presence of each other subscribe our names thereto as witnesses.-
Jno Ridgely, A C Magruder, Jno Ridout

Anne Arundel County sct : Then came Alexander C Magruder John Ridout
This 20th day of October 1832 : and Thomas I. Franklin the subscribing wit-

nesses to the foregoing last will and testament of Lewis Neth late of the City of Annapolis

deceased and made oath on the Holy Evangely of Almighty God that they did see the Testator therein named sign and seal this will and 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 respectively subscribed their names as witnesses thereto at the request and in the presence of the testator and all in the presence of each other

Sam'l Brown Jun'r Reg Wills A A County

Anne Arundel County Sct :

The 20th day of October 1832 : Then came Samuel Maynard and made oath on the Holy Evangely of Almighty God that the foregoing instrument of writing is the true whole and last will and testament of Lewis Neth late of the City of Annapolis deceased that hath come to his hands and possession and that he doth not know of any other

Sam'l Brown Jun. Reg Wills A A County

Anne Arundel County Sct

The 20th day of October 1832 : Then came John Ridgely Alexander C Magruder and John Ridout the subscribing witnesses to the foregoing codicil to the last will and testament of Lewis Neth late of the City of Annapolis deceased and made oath on the Holy Evangely of Almighty God that they did see the testator therein named sign and seal the same and that they heard him publish pronounce and declare the same to be a codicil to his last will and testament that at the time of his so doing was to the best of their apprehension of sound and disposing mind memory and understanding and that they respectively subscribed their names as witnesses to this codicil in the presence and at the request of the testator did all in the presence of each other.

Sam l Brown Junr. Reg. Wills A A County

In testimony that the foregoing is a true copy taken from the original Record in Liber T T S No 1 folio 150

I have hereunto set my hand and affixed the seal of my office this 27" July 1863.

Benj. E. Gantt Reg Wills

Filed 7" day of August 1863.

Copy John H. Scott's Last Will and Testament Exhibit "C".

John H. Scott's : In the name of God Amen!

Last Will and Testament : I, John Henry Scott of the City of Baltimore in the State of Maryland, being Sick and weak in body, but of sound mind, memory, and understanding, and desirous of settling my worldly concerns, do therefore make and publish this my last will and testament, hereby revoking and utterly annulling all wills and dvises heretofore made by me, in manner and form following, that is to say- I will and direct that all my just debts be paid and liquidated out of my estate with my funeral expenses to be paid by my Executor hereinafter named,- I will give and devise unto H William A. Worthington, and Robert M. Worthington, the children of my Cousin William F. Worthington their heirs and assigns for ever, all my estate real, personal and mixed of which I die possessed of, and in the event of the death of Lewis Neth,

I give and devise unto the said above named William A. Worthington and Robert M. Worthington their heirs and assigns for ever all the estate that I may be entitled to under the last will and testament of his father the late Lewis Neth of the City of Annapolis in the State of Maryland aforesaid, Lastly I do hereby nominate constitute and appoint my said Cousin William F. Worthington the Executor of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this and none other to be my last will and testament.

In Testimony whereof I have hereunto set my hand and affixed my seal this twenty seventh day of February in the year of our Lord eighteen hundred and thirty seven.

John H. Scott (SEAL)

Signed sealed published and declared by John Henry Scott 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.

R. H. Moale John Whitridge

Eze C. Wysham.

Baltimore County, Ss. On the 6th day of March 1837, came Randle H. Moale, and on the 7th day of the same month in the year aforesaid came John Whitridge, two of the subscribing Witnesses to the aforegoing last will and testament of John H. Scott 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 apprehensions of sound and disposing mind memory and understanding and that they together with Ezekiel C. Wysham the other subscribing witness thereto 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: D. M. Perine, Register of Wills for Baltimore County

In Testimony that the aforegoing is a true copy taken from "Wills" "Liber D.M.P." No. 16 folio 223 &c being one of the Records in the Office of the Register of Wills for Baltimore City

I hereunto subscribe my name and affix the Seal of my office this first day of August in the year of our Lord eighteen hundred and Sixty three.

Test: Isaac P. Cook

(INT. REV. STAMPS $5.00) Register of Wills for Baltimore City

Filed Aug. 7th. 1863 Filed Oct. 14th. 1863.

Petition for the appointment of a guardian ad litem.
Wm. S. McPherson & Harriet his wife & others

Vs. Wm. F. Worthington & others.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County in Equity.

The petition of William G. McPherson and Harriet his wife Robert D. Hicks and Henrietta Hicks the complainants in this cause respectfully state that the defendants William A. Worthington and Susan I. Worthington have been returned summoned, that as alleged in their bill, it is now proved to the Court by the certificate of Doctor John Buckler returned

with said summons that the said William A. Worthington is a confirmed lunatic and incaple of taking care of himself and managing his affairs though he has never been regularly declared a lunatic, nor has he a committee or trustee appointed, and that the defendant Susan I. Worthington is of so imbecile a mind as to render her in competent to manage herself or her property or affairs by reason of which mental incapacities it is proper that a guardian ad litem for such defendants may be by this Court appointed and charged to defend the interests of these defendants in this cause they therefore pray your Honor to appoint a guardian to appear and answer for them and as in duty &c.

Frank H. Stockett
for petitioners.

Circuit Court for Anne Arundel County in Equity.

Ordered this 22nd day of September 1863 on the foregoing petition that the defendant William F. Worthington be and he is hereby appointed guardian for his said children William A. Worthington and Susan I. Worthington to make answer to the said bill of complaint in their behalf, and in all other respects to protect and defend their interests in this suit.

Nicholas Brewer
Circuit Judge.

Filed September 22nd. 1863. Order Filed September 22nd. 1863.

ANSWER.

William F. Worthington
at suit
William G. McPherson and
Harriet his wife and others

Circuit Court for
Anne Arundel County in Equity.

The separate answer of William F. Worthington of Baltimore City to the bill of Complaint of William S. McPherson and others against this defendant and others in this Court exhibited

This defendant for answer to said bill admits that the said Lewis Neth as is charged in said bill departed this life in the year eighteen hundred and thirty two, possessed of the aforesaid Lots of ground and improvements thereon executed which is specified in Complainants Exhibit A. which he had inherited from his father Lewis Neth Senior, and that the said Lewis Neth the son previous to his death made and published his Last Will and testament a copy of which is Complainants Exhibit B. with codicils duly executed to pass real estate, whereby he devised the aforesaid property to his wife Harriet during her life, and after her death to such child or children as she should bear him, and if she should bare him no child or if such child or children should die during infancy, then that the remainder in fee in said property should belong equally to this defendant, John H. Scott and Mrs Ann Hicks as stated in said bill. He further admits that after the death of the said testator his said wife Harriet entered into the possession of the said property, and bore a son to her said husband who was named Lewis Neth, and afterward the said Harriet intermarried with the said William S. McPherson and with him has continued to hold the said property under the

aforesaid devise thereof to her during her life. Further answering he admits that the said Lewis Neth the youngest departed this life an infant in the year eighteen hundred and forty six by reason whereof the devise of the remainder over in fee in said property became vested in the said devisees in said codicil named

And he admits that the said John H. Scott departed this life in the year eighteen hundred and thirty six having first made his will duly executed to pass real estate a correct copy of which is Complainants Exhibit C. whereby the said Scott devised to two of the children of this defendant to wit William A. and Robert M. Worthington all the interest of the said Scott in said property under the will of the said Lewis Neth whereby the said sons became entitled to one undivided third of the remainder in said estate and he admits the death some years since of his said son Robert who departed this life intestate unmarried and childless whereby his interest in said estate descended to his only heirs at Law to wit his brother William and his sister Susan, the said Susan being of so weak and imbecile mind as to render her always incompetent to execute a conveyance of her interest in said property, and the said William being a lunatic as stated in said bill.

This defendant also admits the death of the said Ann Hicks named in said will, and that her only children and heirs at Law are the Complainants Robert D. Hicks and Henrietta Hicks to whom she dying intestate descended all of her interest in said property-

He further admits that said property is incapable of any advantageous partition among the parties thereto entitled, and that for the reasons stated in said bill, it is for the interest and advantage of all parties that the same be sold in the manner prayed for by said bill, but that no sale thereof can be had but under a decree by this Court for the reason of the mental incapacity of the said Susan and William

He therefore consents that a decree may be passed as prayed and that the proceeds of such sale may be disposed of under the order of this Court. And as in duty &c.

(INT. REV. STAMPS $5.00)

State of Maryland Baltimore City to wit

I hereby certify that on this second day of October 1863 before the subscriber one of the Justices of the peace of the State of Maryland in and for Baltimore City personally appeared the within named William F. Worthington and made oath that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief

before

Edw. I. Peters J.P.

(INT. REV. STAMPS $5.00)

State of Maryland, Baltimore City, Sct:

I HEREBY CERTIFY, That Edward I. Peters 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.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 2d day of October A.D 1863.

Geo E Sangston

Clerk of the Superior Court of Baltimore City.

Filed Oct. 5" 1863.

Answer by Wm. F. Worthington their guardian

The joint and separate answer of William A. Worthington and Susan I. Worthington of Baltimore City the former a lunatic and the latter of imbecile mind by their father William F. Worthington their guardian in this behalf specially appointed by the order of this Court to the bill of complaint of William S. McPherson and wife and others against said defendants and others in this Court exhibited

These defendants by their said guardian for answer to said bill admit the facts stated in the said bill as to the death of Lewis Neth the father possessed of the aforesaid Lots of ground and improvements and his devise thereof by his will and codicil as stated a correct copy of which is Complainants Exhibit B, the birth of his child, the marriage of his widow and the death of said child in the year eighteen hundred and forty six during his infancy as charged.

They also admit the death of the said John H. Scott in the year eighteen hundred and thirty six, and that he devised his interest in said property as is charged a copy of whose will is Complainants Exhibit C, and also the death of the said Robert M. Worthington intestate one of the devisees named in the will of said John H. Scott whereby all of his interest in the aforesaid property descended to his brother and sister these defendants who were his only heirs at Law.

They also admit the death of the said Ann Hicks intestate since the death of Lewis Neth the son of the testator and that she left only two children her heirs at law the Complainants Robert and Henrietta to whom all of her interest in said property descended.

Further answering by their said guardian they admit that they are entitled to the one third undivided interest in said property devised to the said John H. Scott and they admit that for the reasons stated in the said bill it will be for the interest and advantage of all parties entitled to said property that the same be sold as prayed under a decree by this Court and that the Court make distribution of the proceeds of such sale, as the said property is incapable of any advantageous partition among the parties entitled to the same and they consent to such decree

Further answering they admit all the other facts stated in said bill to be true as alledged and they pray the Court will protect their interests And as in duty &c.

(INT. REV. STAMPS $5.00)

State of Maryland Baltimore City to wit

I hereby certify that on this Second day of October 1863 before the subscriber one of the Justices of the peace of the State of Maryland in and for Baltimore City personally appeared the within named William F. Worthington guardian ad litem of the defendants William A. Worthington and Susan I. Worthington and made oath that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief

before

Edw. I. Peters J.P.

(INT. REV. STAMPS $5.00)

State of Maryland, Baltimore City, Sct:

I HEREBY CERTIFY, That Edward I. Peters Esquire, before whom the annexed affidavits 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 Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 2d. day of October A. D. 1863

(COURT SEAL) Geo E Sangston

Clerk of the Superior Court of Baltimore City.

Filed Oct. 5th. 1863

Certificate of Dr. Jno. Buckler as to the mental imbecility of the defendants, Wm.A. Worthington and Susan I. Worthington

I hereby certify that as the family physician of William F. Worthington I am acquainted with his children William A. Worthington and Susan I. Worthington and know the condition of their mental faculties.

That the said William A. Worthington is a confirmed lunatic and of unsound mind and incapable of the management of himself and his affairs.

And that the said Susan I. Worthington is also imbecile and of unsound mind to such a degree as render her incompetent to manage herself and her affairs.

John Buckler M D

15 Sept. 1863

Filed Oct. 14th. 1863

Commission for Testimony

MARYLAND, SC: The State of Maryland,

To Henry M. Murray and Nicholas Brewer of Jno of Anne Arundel County, Greeting:

Know, That we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between William S. McPherson and wife and other Complainants, and Wm. F. Worthington William A. Worthington and Susan I. Worthington 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 evidences as shall be named and produced to you by either the Plaintiffs or Defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing 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, close 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 NICHOLAS BREWER, Circuit Judge of the Circuit Court for Anne Arundel County, this 5th day of October Anno Domini, 1863

(COURT SEAL) A. H. Green Clerk

Complainants Interrogatories.

1st. Are you acquainted with the parties to this suit or either and which of them, and how long have you known them?

2nd. Were you acquainted with Lewis Neth formerly of the City of Annapolis, the father of Lewis Neth Jr. alledged to be the testator in this cause, and a copy of whose will is Complainants Exhibit B?

If yea state if he be dead, and how many children he left- and the name of such child or children and whether such child or children is now alive or dead? And also state the name of such child?

3rd. Were you acquainted with Lewis Neth Jr. a copy of whose will is Exhibit B. now shown you?

If yea state if he left a widow and her name, and if she was married again and to whom, and if she be still alive?

State also if the said Lewis Neth Jr. left a child, and whether such child is now alive or dead?

4" In your answer to the 3d Interrogatory you state that said Lewis Neth Jr. left but one child whose name was also Lewis and he is now dead-

Now state when he died and whether he died without ever having been married- an infant and childless?

5" Do you know the property mentioned in the proceedings in this cause situated on Prince George Street and described in Exhibit A.?

If yea state whether or not the same be capable of any advantageous partition among the parties entitled to the same and why?

6" In your answer to the 5" Interrogatory you state that said property is incapable of any advantageous partition,

Now state whether or not in your opinion it would be for the interest and advantage of all parties interested in the same that it should be sold under a decree of this Court as prayed, and state your reasons for such opinion?

Frank H. Stockett

Sol. for Complainants.

At the execution of the annexed commission paid out of the Circuit Court for Anne Arundel County sitting in a cause therein depending in Equity between William S. McPherson et al Complainants and William F. Worthington et al Defendants the undersigned one of the commissioners therein named having met on eighth day of October in the year eighteen hundred and sixty three at the office of the Register of Wills in the City of Annapolis did then & there in the presence of the Solicitor of the Complainants proceed to take the following depositions to wit.

Genl Nicholas Brewer of Jno. a witness of lawful age, produced on the part of the Complainant, being duly sworn, and examined to interrogatories filed by the Complainant

with the commissioner, & herewith returned deposes and says.

1. To the first interrogatory

That he knows William S. McPherson and Harriet his wife, and has known them for many years.

2. To the second interrogatory

That he was acquainted with Lewis Neth Senior, the father of Lewis Neth Junior who is alleged to be the Testator in these proceedings a copy of whose will is Exhibit B Lewis Neth Senior is dead: he left only one child Lewis Neth Junior who is also dead. Lewis Neth died in October 1832.

3. To the third interrogatory

That he was acquainted with Lewis Neth junior: he left a widow whose maiden name was Harriet Maynard: she married afterwards William S. McPherson, and she is still living. Lewis Neth junior left a child born after his death whose name was also Lewis Neth, and he is since dead.

4. To the fourth interrogatory

That the said Lewis Neth (the son) died in 1846: he was an infant at the time of his death unmarried and childless.

5. To the fifth interrogatory

That he knows the property mentioned in the proceedings it is incapable of an advantageous partition because of the number of parties interested.

6. To the sixth interrogatory.

That he thinks it would be to the interest and advantage of all the parties interested that the property should be sold by a decree of this Court as prayed. The property is much out of repair, and it is subject to the life estate of the aforesaid Mrs McPherson and in the present condition of the property the parties cannot be induced to repair it.

Doctor John Ridout a witness of lawful age produced on the part of the Complainant being duly sworn and examined to interrogatories filed by the Complainant with the commissioner and herewith returned deposes & says

1. To the first interrogatory

That he is acquainted with William S. McPherson and Harriet His wife and was acquainted with William F. Worthington but does not know the other parties.

To the second interrogatory

That he was acquainted with Lewis Senior the father of Lewis Neth junior alleged to be the testator in this cause, a copy of whose will is Marked Exhibit B. Lewis Neth Senior has been dead for many years, he left only one child Lewis Neth junior who is also dead: he died in 1832

3. To the third interrogatory.

That he was acquainted with Lewis Neth junior a copy of whose will is marked Exhibit B. He left a widow whose maiden name was Harriet Maynard. She afterwards intermarried with William S. McPherson, and is still living. Lewis Neth junior left a posthumous child whose name was Lewis and who since died

4. To the fourth interrogatory

That he does not distinctly recollect when he died. He died an infant unmarried and childless.

5. To the fifth interrogatory.

That he does know the property. It is incapable of an advantageous par__tion, because the same is improved by a dwelling House, and too small for an advantageous division.

6. To the sixth interrogatory.

That he thinks it would be for the interest and advantage of all the parties that the property be sold, because the property is out of repair, is depreciating in value, and from the nature of the title by which it is held the parties have no inducement to repair it.

There being no other witness to be examined and no further time being desired for the production of evidences the undersigned closed the said commission and he herewith returns the same under his hand and seal this thirteenth day of October in the year eighteen hundred and sixty three.

J. M. Murray (SEAL)

COMMISSIONER'S OATH.

You shall, 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, 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. So help you God.

CLERK'S OATH.

You shall 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 the 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. So help you God.

Filed Oct. 14th. 1863

Agreement as to the execution and return of the Commission for proof to Anne Arundel County.

I hereby agree to waive any notice of the execution and return of the Commission filed in this Cause to the Commissioners for Anne Arundel County to take testimony in this cause, and consent that the same when executed shall forthwith be returned by said Commissioners or the one that shall execute same.

Wm F. Worthington for himself and
guardian ad litem of Wm. A. Worthington
and Susan I. Worthington

Oct. 6 - 1863

Filed Oct. 22nd. 1863

DECREE

THIS CASE standing ready for hearing and being submitted under the written agreement of the property the Bill, Answers, and all the other Proceedings were by the Court read and considered.

WHEREUPON it is, on this twenty ninth day of May, in the year 1864 by Nicholas Brewer Judge and by the authority of this Court, adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold

That William F. Worthington of Baltimore City be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings be as follow: 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 according-- to law in the penalty of ten thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises: He shall then proceed to make the said sale, either privately or publicly as and if publicly then after having given first at least three weeks notice previously inserted in some newspaper published at Annapolis, and such other notice as he shall think proper of the time place, manner and terms of sale, which terms shall in his discretion be either for cash, or one third in cash and the residue in equal portions in one and two years from the day of sale, the whole to bear interest from the day of sale and the payment thereof to be accrued in the manner most satisfactory to 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 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 the Court, and the payment of the purchase money or its proper security to the satisfaction of the said trustee, 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 bonds 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.

It is further adjudged, ordered and decreed, that the property being sold at private sale, shall be made, subject to be set aside for inadequacy of price alone, whether any objections be made to it or not, at the option of the Court upon it being ratified upon a proper investigation that the property sold too low, unless there should be others facts sufficient to remove that objection.

Nicholas Brewer
Circuit Judge

We submit this case to the Judge, and respectfully request he will sign the within decree.

Frank H. Stockett for Complainants.

Wm. F Worthington for self and Guardian ad litem
of Wm A Worthington & Susan I. Worthington

May 26th. 1864. A.B. Hagner for Worthington

TRUSTEES BOND

(INT. REV. STAMPS $.50) KNOW ALL MEN BY THESE PRESENTS,

THAT WE, William F. Worthington and Thos V Brundige 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 ten 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 fourth day of June, in the year eighteen hundred and Sixty four -

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County, sitting in Equity, bearing date on the twenty sixth day of May, eighteen hundred and sixty four and passed in a cause in the said Court wherein William S. McPherson and Harriet his wife and others were Complainants and William F. Worthington and others were defendants the above bound William F. Worthington has been appointed TRUSTEE to make sale of certain Real Estate in the proceedings in said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William F. Worthington do, and shall well and faithfully perform the trust reposed in him by the 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 remain in full force and virtue in law

Signed, sealed, and delivered — Wm F Worthington (SEAL)
in the presence of — Thos V Brundige (SEAL)
Nevett Steele

(INT. REV. STAMPS $.05)
State of Maryland Baltimore City S S

On this 4" day of June 1864 before me the subscriber one of the Justices of the Peace of the State of Maryland in and for the City of Baltimore personally appears Thomas V. Brundige and made oath on the Holy Evangely of Almighty God that he is worth ten thousand dollars over and above all his debts and liabilities

W. H. Hayward J.P.

(INT. REV. STAMPS $.05)

State of Maryland, Baltimore City, Sct:

I HEREBY CERTIFY, That W. H. Hayward, 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.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this fourth day of June A. D. 1864.

(SUPERIOR COURT SEAL) Alford Mace

Clerk of the Superior Court of Baltimore City.

Filed June 7" 1864, and approved by N. H. Green, Clerk.

ORDER May 26th 1864

William F. Worthington & Wife
Vs.
William F. Worthington & others

Circuit Court for Anne Arundel County in Equity
April Term 1864.

This is an application to sell the real estate of persons, non compis mentis who hold in common with others interested in the sale in the same manner. It is sufficiently established to be for the benefit of all concerned, and the case is ready for decree The only difficulty, is, whether the Court should authorize a private sale in the first instance shutting out all competition as to the price of the property. These persons have not been found lunatics by inquisition with a committee appointed whose duty it would be to guard their interests, but have answered by guardian ad litem, who only can act for them, and it is therefore independent of the general obligation to do so, by the Court, incumbent upon it to look to and guard them more vigilently. When a public sale has been made in conformity with the decree of the Court, it cannot be set aside for inadequacy of price alone Glenn vs. Clapp. 11 S & I. 1. Johnson vs. Deney 7 Gill 285. Hintze 1 M C L 283. Liber CL Dec. /12

I can perceive no distinction where a private sale has been made by the authority of of the Court.

When a sale has been made at private sale, when the decree directs it to be made at public sale, the cases are numerous showing that it may nevertheless be ratified is for the interest of the parties for whose use it is made 1 Bland 13 & W. 410. Glenn vs. Venteo B M C L Dec 514. Tyson vs. Mickle 2 Gill 376.- Gray vs Lynd I M Venuto 8 Gill 419 When the attention of the Court was called to this question, and the papers in the case of Harwood vs Lockerman were presented to the Court, it prepared a decree, authorizing the property to be first offered at private sale, but requiring that it should first be offered at public sale, not because it doubted its power to direct it to be offered at private sale in the first instance but because in the unprotected situation of some of the parties, the offer made at public sale would not only afford evidence of the value of the property for the information of the Court, but afford an opportunity for competition . Upon further reflection the Court is of opinion, that the decree should be still more guarded for "when a trustee denotes from the terms of the decree, objection to the ratification of the sale will be allowed to prevail which would be disregarded if urged against a sale in conformity with the deviation is more obnoxious to objection than selling at private sale when the decree directs a public sale. Lahote vs. Herbert B Mc C L 375, and the Court must consider this a peculiar case, not always to be followed, even under similar circumstances.

Nich'l Brewer
Circuit Judge

Trustees Report of Sale

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County,

The report of William F. Worthington Trustee, appointed by the Decree in this cause, to make sale of certain real estate therein mentioned, respectfully shows; that after giving bond with security for the faithful discharge of his trust, as required by said de-

cree, be proceeded, in the exercise of the discretion vested in him by said decree, to sell said real estate, being a house and Lot in the City of Annapolis, generally known as the "Neth Property" at private sale, and did on the 8th day of June 1864 sell the same at private sale to Mrs Catharine S. M. Ray of the City of Annapolis, at and for the price of $3500 (thirty five hundred dollars), the terms of sale being that $1000 (one thousand dollars) of the purchase money should be paid on the day of sale, which sum has accordingly been paid to the undersigned, and that the balance of the pur-- chase money should be paid in cash on the ratification of the sale by the Court

Your trustee deems it his duty briefly to report to your Honor, the considerations which have induced him to make this sale upon the terms above set forth. For many years past the property has been gradually falling into decay, none of the parties interested in it for life or in remainder, having been willing to incur the expense of making the necessary permanent repairs; and the result is that its present condition is such, as to require the expenditure of a very large sum of money, probably not less than from $3000 to $4000 to put it in good repair and prevent the rapid progress of dilapidation and decay. In its present condition it rents for only $250 (two hundred and fifty dollars) per annum, and is under lease at that rate until September 10th 1866, before which time the purchaser can not obtain actual possession, unless by purchase from the lessee; and out of this annual rent are to be paid the taxes (amounting last year to $66.75) the insurance, the cost of collecting the rent and such current repairs as are absolutely necessary.

Looking to the condition of the property, your trustee considers $3500 a fair and adequate price for it; and in confirmation of this opinion he states, that before the institution of the proceedings in this cause, all the parties thereto competent to contract, including the undersigned, who acted for his children, (subject of course to the subsequent sanction of this Court), had agreed to sell the property to Mrs Ray at the price above named, after mature examination of the matter, and the real object of said proceedings was to carry out said contract of sale by obtaining for it the occupancy sanction in ratification by this Hon. Court; and he also states that since his appointment as trustee he has consulted with Mrs. McPherson the life tenant, and she consents to and approves of the sale above reported, and that he himself represents and is authorized to act for the other adult defendants, so that all the parties interested in the property have consented to the sale, except the two children of your trustee, and he respectfully states that their interest will in his judgment be served and promoted by the said sale.

Under all the circumstances of the case, your trustee in the exercise of the discretion which the Decree vested in him, deemed it better for all concerned, to sell at a certain fixed price which he considered fair and adequate, then to incur the expense of a public sale, in comparity uncertain in its results.

All which is respectfully submitted.

Wm F Worthington Trustee

State of Maryland City of Baltimore Ss.

On the 8th day of June 1864 before the subscriber a Justice of the Peace in and

for the City aforesaid personally appeared William F. Worthington Trustee, and made oath that the matters stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

W H Hayward

(INT. REV. STAMPS $.05)

I Hereby Certify, That W H. Hayward Esquire, before whom the annexed affidavit was made, and who has thereto subscribed his name, was at the time by 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 Eighth day of June A.D. 1864.

(SUPERIOR COURT SEAL) Alford Mace

Clerk of the Superior Court of Baltimore City.

Circuit Court for Anne Arundel County-in Equity April Term 1864

Ordered that the sale written reported be and the same is hereby in consideration of the consent of parties and peculiar situation of the owner and condition of the property, finally ratified and confirmed, and the trustee is allowed the usual commission and expenses

Nicholas Brewer

Circuit Judge June 9" 1864

Filed June 9" 1864.

COMMISSION FOR TESTIMONY

MARYLAND, Sc: THE STATE OF MARYLAND,

To I. Shaaff Stockett of Baltimore City County, Greeting:

Know, That we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between William S. McPherson and wife and others Complainants, and William F.Worthington William A. Worthington and Susan I. Worthington 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 evidences as shall be named and produced to you by either the Plaintiffs or Defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evengely of Almighty God, touching their knowledge or remembrance of any thing 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, close 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 NICHOLAS BREWER, Circuit Judge of the Circuit Court for Anne Arundel County, this 5 day of October Anno Domini.

(COURT SEAL) N. H. Green, Clerk.

COMPLAINANTS INTERROGATORIES-

1". Are you acquainted with the parties to this cause, to wit William S.McPherson and Harriet his wife, Robert D. Hicks and Henrietta Hick_ the Complainants, and William F. Worthington, William A. Worthington and Susan I. Worthington the defendants, or either and which of them and how long you known them?

2". Were you acquainted with John H. Scott mentioned in the proceedings within this cause? If yea state if he be the same person mentioned in the Codicil to the will of Lewis Neth as "John Scott" a copy of which will and codicil is Complainants Exhibit B. and filed in the cause?

3" State whether the said John H. Scott be alive or dead and if dead when he died, and if he be the same person a copy of whose will is filed by Complainants as Exhibit C. and when did he die?

4" Were you acquainted with Robert M. Worthington mentioned in the will of said Scott, as one of the children of the defendants William F. Worthington? If yea state if he be alive or dead, and if dead when he died and whether he died unmarried and childless and did he die intestate or did he leave a will?

5" State whether the said Robert M. Worthington left any brothers or sisters? If yea state their names and whether or not they are twenty one years of age? Also state what is their mental capacity and ability to attend to their business or manage their property?

6" Were you acquainted with Mrs. Ann Hicks mentioned in the Codicil to the Will of the said Lewis Neth? If yea state whether she is alive or dead, and if dead when did she die? And state if she died intestate or did she leave a last will and testament?

7" State if you know whether the said Ann Hicks left any child or children and if any how many and their names and where they reside and if they be above twenty one years of age?

Frank H. Stockett
for Complainants.

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County.

At the execution of the annexed commission issued out of the Circuit Court for Anne Arundel County, sitting in Equity and to me directed and empowering me to examine evidences in the cause depending in the said Court between William S. McPherson and wife and others as Complainants and William F. Worthington, William A. Worthington and Susan I. Worthington defendants, I, I. Shaaff Stockett commissioner therein named, having met on the sixteenth day of October 1863 at my office in the City of Baltimore- (notice of the times and places of executing this commission having been named, as endorsed on the commission)- and taken the oath annexed to the said commission, did proceed then and there to take the following depositions, to wit:-

Thomas V. Brundige a witness of lawful age, produced on the part of the Complainants, being duly sworn and examined to interrogatories filed with the commissioner by the Complainants and herewith returned deposes and says,

To the first interrogatory, that he is acquainted with the defendants -has known William F. Worthington as far back as he can recollect and has known the other defendants from their birth

To the second interrogatory that he was acquainted with John H. Scott and knew him very well, and knows that he is the party mentioned in the codicil to the will of Lewis Neth as "John Scott"

To the third interrogatory that John H. Scott is dead - he recollects the circumstances of his death, but cannot state from memory the exact date - has seen it written in the family Bible of Abraham Worthington and has no doubt that he is the same person a copy of whose will so filed by the Complainants as Exhibit C. but cant affirm the fact without reference to said Exhibit

To the Fourth interrogatory, was acquanited with Robert M. Worthington mentioned in the will of said Scott as one of the Children of the defendant William F. Worthington - he is dead- he died in November 1856 or 1857 - he died unmarried and childless and left no will

To the fifth interrogatory, that the said Robert M. Worthington left a brother William A. Worthington and a sister Susan I. Worthington who are both upward of twenty one years of age - they are both incapable of attending to their business or managing their property, from mental deficiency

To the sixth interrogatory, that he was not acquainted with Mrs Ann Hicks - she is dead but he does not know when she died- of his own knowledge he cant say whether she left a will or not - has heard that she left no will

To the seventh interrogatory, knows that she left a son named Robert D. Hicks- thinks she left a daughter, of whose name he is ignorant - he thinks that she left no other children, but he cant say - The son resides in Wilmington, Delaware, and is upward of twenty one years of age - he knows nothing about the daughter

Denwood H. Barrow a witness of lawful age produced on the part of the Complainants being duly sworn and examined to the same interrogatories deposes and says:

To the first interrogatory, that he knows Robert D. Hicks and Henrietta Hicks his sister and has known them from their infancy - does not know William S. McPherson nor his wife- he knows William F. Worthington and has known him for many years, but does not know the other defendants.

To the second interrogatory, that he knew John H. Scott as a child at his mother's house, did not know him after he grew up. Has no doubt that he is the same person mentioned in the codicil to the will of Lewis Neth as "John Scott" as he knew no other John Scott connected with the family

To the third interrogatory, that he has no doubt that John H Scott is dead, but does not know if of his own knowledge, and cant say when he died

To the fourth interrogatory, that he was not acquainted with Robert M Worthington

To the fifth interrogatory, that he knows nothing of any brother or sister of Robert M Worthington

To the sixth interrogatory, that he was acquainted with Mrs Ann Hicks- she is dead - the last time he saw her was in the City of Baltimore in the autumn of 1853 - does not know exactly when she died - does not know whether she left a will or not.

To the seventh interrogatory, that Mrs Ann Hicks left two children: Robert D. Hicks and Henrietta Hicks - they reside in Wilmington, Delaware and are above twenty one years of age

There being no other witnesses to be examined, and neither party deserving further time for the production of his evidences, the commissioner closed the said commission and herewith returns the same under his hand and Seal this twenty first day of October eighteen hundred and sixty three

I. Shaaff Stockett (SEAL)
Commissioner

(INT. REV. STAMPS $.05)

COMMISSIONER'S OATH.

You shall, 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, 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. So help you God,

Sworn before Allen E. Forrester

CLERK'S OATH

You shall 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 the 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. So help you God.

This commission was opened by agreement of all parties, and we waive any notice or the times and places of executing or returning same.

Frank H. Stockett
for Complainants
Wm F. Worthington for himself and as
guardian ad litem of Wm A Worthington
and Susan I Worthington

Filed Oct. 22" 1863

Elenor Gaither	:	No. 1064 Equity
vs.	:	In The Circuit Court for
Thomas Gaither Beale Gaither and Joseph	:	Anne Arundel County.
Gaither	:	

BILL OF COMPLAINT

The Bill of Complaint of Elenor Gaither of Anne Arundel County humbly shows that your oratrix and Susannah Gaither and Massa Ann Gaither were seized in fee as tenants in common of five tracts or parcels of land situated in Anne Arundel County and known as part of Timber Ridge containing sixteen acres more or less, The Support containing sixty one Acres more or less, Assent containing seven and five-eighths acres, Addition to Weedy Glade containing one hundred and twenty eight acres, Plummers Pasture containing eighteen acres more or less, as appears by deed of Gift from Beale Gaither to the said

Susannah Massa Ann, and your oratrix by deed dated 24th day of October 1840, a copy of which is filed herewith marked Complainants Exhibit"A."

2nd. That afterwards, to wit: on the thirteenth day of January 1859, Susanna Gaither by her deed of that date, a copy of which is herewith filed, conveyed to your oratrix and Massa Ann all of her interest in the first named three tracts, That afterwards to wit: on the __ day of __ 18__ the said Massa Ann departed this life without children and unmarried leaving your oratrix, her sister and Thomas Gaither residing in Anne Arundel County and Beale Gaither residing in Baltimore, two brothers, and Joseph Gaither the only son of a dead brother named William

3rd. That one undivided half part thereof and one fourth part of the others undivided half part belongs to your oratrix and the remaining three fourths of the other undivided one half belongs to the said Thomas Gaither, Beale Gaither and Joseph Gaither the only surviving child of a dead brother William.

4th. And your oratrix further charges that the said real estate is not susceptable of partition among the parties aforesaid without loss and injury to said parties and that if it cannot be divided between them with advantage to all the parties. Then that your oratrix will be entitled to have the same sold and the proceeds distributed among the parties in proportion to their respective interests.

5th. And your oratrix has applied to the said Thomas, Beal_ and Joseph Gaither and requested them to unite with your oratrix in making a division or sale thereof upon terms which would be beneficial and convenient to both parties but these requests have been utterly rejected and your oratrix is advised that she must remain without remedy unless this Court will interfere in her behalf

6th. To the end therefore that the said Thomas Gaither Beale Gaither and Joseph Gaither may answer the premises and that a decree may be passed for partition of the aforesaid real estate among the parties aforesaid or in case a partition thereof cannot be effected without loss or injury to the parties, then that the same may be sold under the direction of this court and the proceeds thereof distributed among the said parties and your oratrix in proportion to their respective interests 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 against the said Thomas Gaither and Joseph Gaither of Anne Arundel County and Beale Gaither of Baltimore City commanding them to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein,

And as in duty &c.

M. Bannon

Sol. for Plaintiff

Filed Jany. 5th. 1886.

DEED EXHIBIT A.

THIS INDENTURE made this twenty fourth day of October in the year of our Lord One Thousand Eight Hundred and Forty Between Beale Gaither of Anne Arundel County in the state of Maryland of the one part and Susanna Gaither Elenor Gaither and Massaan Gaither Daughters of the aforesaid Beale Gaither of the other part, Witnesseth that for and in consid-

eration of the natural love and affection as well as the sum of five dollars, each in hand paid at or before the sealing and delivery of these presents the receipt of which he doth hereby acknowledge therewith to be fully satisfied contented and paid the said party of the first part to these presents hath given granted bargained and sold aliened enfeoffed and by these presents doth give grant, bargain and sell lien enfeoff release convey and confirm unto the parties of the second part their heirs and assigns as tenants in common all his right title claim interest and demand whatsoever in and to the following described tracts and pieces or parcels of land, the first being a part of a tract called the addition to timber ridge and beginning for the same at the end of the nineteen line of the whole tract and running and binding on the out lines the three following courses North thirty two degrees and forty five minutes west forty perches North thirty four degrees west nineteen perches to three bounded white oaks standing at the end of the twenty first line of the whole tract, thence with the twenty second line North sixty three degrees and fifteen minutes East fifteen perches to the end thereof, thence south Twenty six degrees and forty five minutes East forty-nine and three quarter perches to the given line of Richard and James Phelp's land thence with said given line South fifty two degrees west forty five perches to the Beginning and containing sixteen acres of land more or less, And one other tract or parcel of land lying in Anne Arundel County called the support and containing sixty acres of land more or less by deed made on the seventh day of November eighteen hundred and Eight by Robert Wood and wife to Beale Gaither and recorded in the land record Books of Anne Arundel County in Liber N H No. 15 folio 101 which will more fully appear, And one other piece or part of a tract of land situated and lying in the County aforesaid called Assent, and containing seven Acres and five eighths of land more or less by deed of gift from William Plummer to Beale Gaither dated the twenty seventh day of December eighteen hundred and twenty four and recorded in one of the land record Books of Anne Arundel County in Liber W.S.G. No. 10 folio 546 & 547 as will more fully appear And one other tract or part of a tract situated and lying in the County aforesaid called the Addition to Weedy Glade and constaing one hundred and twenty eight acres of land more or less and also one other piece or parcel of land adjoining the aforesaid called Plummers Pasture and containing eighteen acres of land more or less, the two last mentioned tracts of land being willed by William Plummer late of said County (deceased) to Beale Gaither in reference thereto will more fully and at large appear, Together with all and singular the Buildings and Improvements ways waters water courses rights members priviledges advantages and appertenences thereto belonging or in any wise appertaining and all the Estate right, title interest and claim of him the said party of the first part To have and to hold the before mentioned five pieces or parcels of land and premises as tenants in common with all and singular the Buildings and appertenances and all and singular the premises hereby given, granted bargained and sold and every part thereof unto the said parties of the second part as tenants in common their heirs and assigns forever and to and for no other use intent or purpose whatsoever, And the said party of the first part for himself his heirs, Executors and Administrators doth hereby covenant promise grant and agree to and with the said parties

of the second part, their heirs executors administrators and assigns that he the said Beale Gaither and his heirs executors and administrators the said five several tracts or parcels of land hereby given granted bargained and sold and every part or parcel thereof with the appertenances thereto belonging or in any wise appertaining against all and every person or persons claiming any right, title or interest in and to the same or any part thereof by from or under him the party of the first part shall and will hereafter warrant and forever defend by these presents

In Witness whereof the said Beale Gaither have hereunto subscribed his name and affixed his seal on the day and year first above written

Signed sealed and delivered in the presence of Wm Shipley Abner Linthicum

Beal Gaither (SEAL)

the word Gaither entered on the 5 line of the first page before signed

Received on the day of the date first above written of Susanna Gaither the sum of five dollars of Elenor Gaither the sum of five dollars & of Masseann Gaither the sum of five dollars it being the consideration money within expressed to be paid by them to me

Witness Wm Gaither
Abner Linthicum

Beale Gaither

State of Maryland Anne Arundel County to wit: Be it remembered and it is hereby certified that on this __ day of __ in the year of our Lord one thousand eight hundred and forty before the subscribers two Justies of the peace of the State of Maryland in and for the County aforesaid personally appeared Beale Gaither who being known to us to be the person who is named and described and professing to be the party to the foregoing deed or indenture and do acknowledge the same to be his respective act and deed In Testimony whereof we have hereunto subscribed our names on the day and year aforesaid

Wm Shipley
Abner Linthicum

State of Maryland Anne Arundel County Set:

I hereby Certify that the aforegoing is truly taken & copied from Liber W.S.G. No.25 fol. 344 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 6th day of August A.D. 1890

(COURT SEAL)

Sprigg Harwood Clerk

Filed Feby. 13th. 1889.

Filed 11th March 1891

F. Eugene Wathen (SEAL)
Examiner.

DEED EXHIBIT B

THIS INDENTURE made this thirteenth day of January in the year of our Lord One Thousand Eight Hundred and Fifty Nine, between Susanna Gaither of the first part and Elenor Gaither and Massann Gaither of the second part

Witnesseth, that for and in consideration of the ~~natural~~ (of the) love and affection as well the sum of Five Dollars each in hand paid to me at or before the sealing and delivery of

these presents, I have granted bargained and sold to the said Elenor Gaither and Massann Gaither the following described property, the receipt of which is hereby acknowledged, to be therewith, to be fully satisfied contented and paid, I therefore grant bargain and sell to the parties of the second part all my undivided part of the following tracts or parcels of land deeded to me by my father Beal Gaither, to wit: One third of a piece or parcel of land called Addition to Timber Ridge and Suport also Assent. To have and to hold the above described property to them and their heirs and assigns to their only proper use and behoof forever. In witness whereof I have hereunto affixed my (SEAL) on the day and year first above written

Dennis Griffith, J.P. Susanna her X mark Gaither (SEAL)

Received on the day of the foregoing indenture the consideration above expressed in full.

Dennis Griffith Susanna her X mark Gaither

State of Maryland Anne Arundel County

I hereby certify that on this 13th day of January 1859 before the subscriber one of the Justices of the peace of the State of Maryland in and for said county personally appeared Susanna Gaither and acknowledged the foregoing Instrument to be her act and deed. In witness whereof I have hereunto set my hand and seal this 13th day of January 1859

Dennis Griffith (SEAL)

State of Maryland, Anne Arundel County Sct.

I hereby Certify that the aforegoing is truly taken and copied from Liber N.H.G. No. 7 folio folio 512 &c One of the Land Record Books for Anne Arundel County. In testimony whereof thereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 6" day of August A.D. 1890

Sprigg Harwood Clerk

Filed Feby 13th. 1889 Filed 11th March 1901

F. Eugene Wathen (SEAL)

Examiner.

ANSWER OF JOSEPHINE GAITHER.

The answer of Josephine Gaither of Anne Arundel County to the Bill of Complaint of Eleanor Gaither against her and others in Chancery exhibited.

This defendant admits the several matters and things charged in the Complainants bill and consents to the passage of a decree for the sale of the lands and premises mentioned in said bill.

Witness C. R. Winterson Josephine Gaither

I authorize any attorney to appear for me and confess a decree in the within case and this shall be his sufficient authority for so doing

Witness C. R. Winterson Josephine Gaither

Filed Feby. 12th. 1889 Filed 11th March 1891

F. Eugene Wathen (SEAL)

Examiner.

Petition for Guardian and Order.

To the Honorable Judges of said Court:

The petition of Elenor Gaither, respectfully represents

1st. That Josephine Gaither and Isabella Gaither, infant children of Joseph Gaither deceased a co-defendant in this cause, who have been made parties to this cause, have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

2nd. That the said infants have no guardian within the jurisdiction of this Court to answer and defend the suit for him.

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

And as in duty bound &c.

M. Bannon

Sol. for Petitioner

Filed Feby. 7th. 1889

Ordered this Seventh day of February, 1889, by the Circuit Court for Anne Arundel County upon the aforegoing petition, that James P. Bannon be, and he is hereby appointed Guardian ad litem to appear and answer for said Josephine Gaither and Isabella Gaither infant defendants in the above cause

I. Thomas Jones

Filed Feby. 7th. 1889

Answer of James P. Bannon Gdn, &c.

The joint and several answer of Josephine Gaither and Isabella Gaither, infants by, James P. Bannon guradian ad litem, duly appointed by order of this Honorable Court, passed on the 7th day of February 1889, to the bill of Complaint of Elenor Gaither against them in this Court exhibited.

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

And as in duty bound &c.

James P. Bannon

Guardian Ad Litem

Filed Feby. 12th. 1889

DECREE FOR CONFESSO.

The defendants having been duly summoned to appear to the bill of Complaint and having failed to appear thereto

It is thereupon this 27" day of December in the year 1887, by the Circuit Court and by the authority of this Court adjudged ordered and decreed that the Complainant is entitled to relief in the premises, but because it does not certainly appear to what relief the Complainant is entitled it is further adjudged and ordered, that the Complainant be allowed to take testimony to support the allegations of her bill before one of the Regular Examiners

Oliver Miller

Filed Dec. 27th. 1887

Petition to make new parties, and Order

The petition of Elenor Gaither, the plaintiff in the above entitled cause, respectfully represents, that Joseph Gaither, of Anne Arundel County, one of the defendants in the above entitled cause, departed this life on the 24th day of November, 1888, intestate, leaving a widow, Josephine Gaither, and the following children, namely: Josephine Gaither and Isabella Gaither, all of Anne Arundle County the two latter which are minors, and who are the heirs-at-law of said Joseph Gaither, one of the defendants in the above entitled cause; and your petitioner charges, that said heirs-at-law and widow are necessary parties to the above cause, and prays that said heirs-at-law and widow may be made parties defendant, and that a subpoena may issu_ commanding them to come in and answer the said bill and this petition, and abide by and perform such decree as may be passed therein, and in duty bound &c.

M. Bannon

Sol. for Plaintiff

Filed Dec. 5th. 1888

ORDERED this __ day of December, that subpoena issued as prayed, and that Josephine Gaither, widow of Joseph Gaither, and Josephine Gaither and Isabella Gaither, heirs-at-law of Joseph Gaither, be made parties defendant in the above entitled cause

I. Thomas Jones

Filed Dec. 5th. 1888

ORDER TO TAKE TESTIMONY

The petition of M Bannon asks that an order be passed referring this Case to the Standing Commission of this Court to take testimony to support the Allegation of this bill the case now being ready for the taking of said testimony

M. Bannon

Atty for Plaintiffs

I assent to the passage of the order as prayed

James P. Bannon

Guardian ad litem

Ordered this 12th day of February 1889 by the Circuit Court for Anne Arundel County that the papers in the above Cause be referred to any of the Examiners of this Court to take testimony in the above entitled Cause

Oliver Miller

Filed Feb. 12th. 1889

Description and Plat of Gaither's property

Anne Arundel County March 1888

I hereby certify that I have carefully surveyed all the real Estate Eleanor Gaither and the late Susannah Gaither dec'd situated and lying in the fifth district of Anne Arundel County being composed of a tract called "The Support" a part of a tract called "The Ascent" and a part of a tract called the "Addition to Timber Ridge"

Beginning for the whole Survey at a Stone heretofore planted near a Spring for

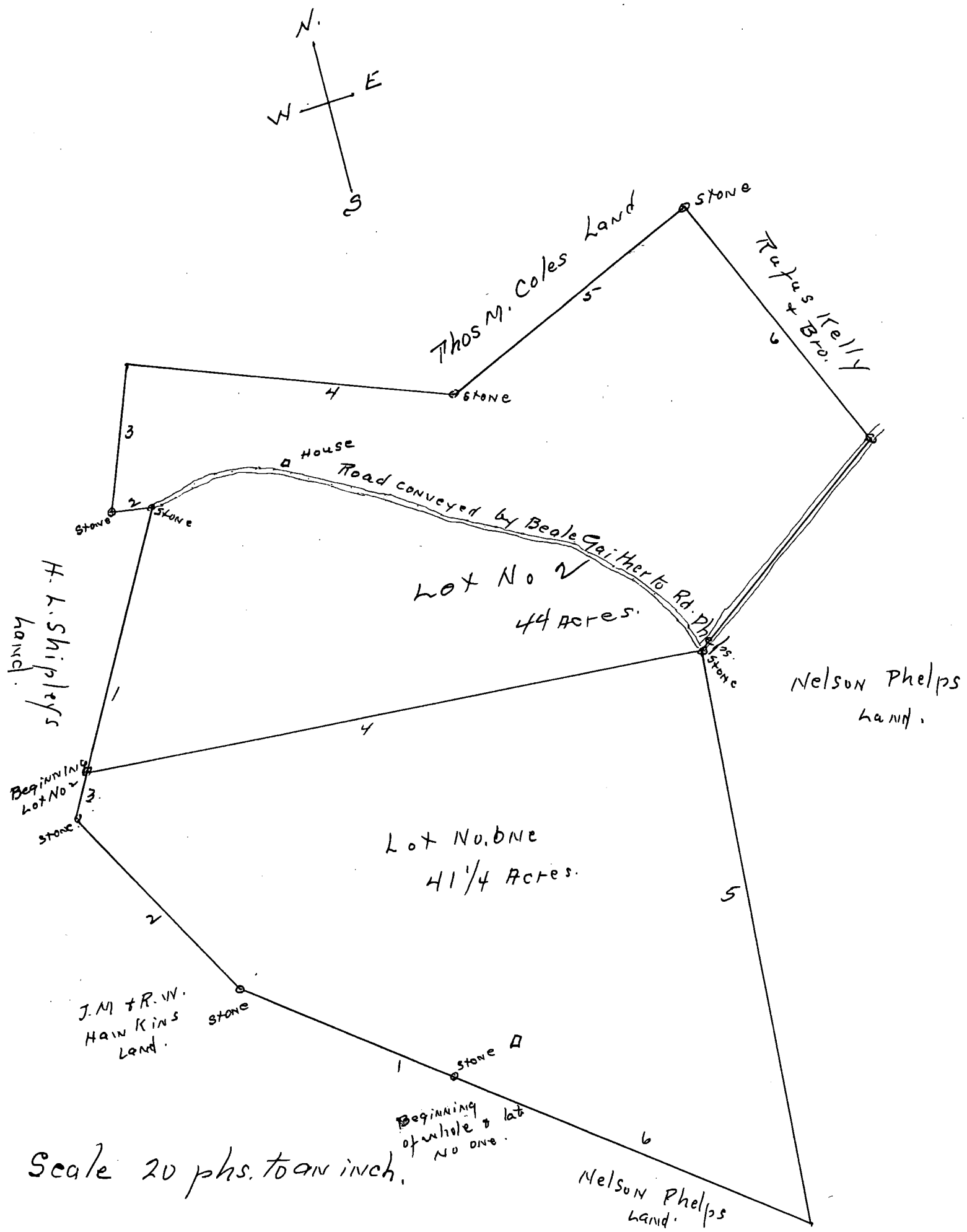
the beginning of "The Support" and running from them and bounding on Said land North 50½ degs west 40 phs to a Stone, North 28½ degs west 40 phs to a Stone, thence North 31 degs East 54 phs to a stone heretofore planted_a corner of H L Shipleys land thence running and bounding on said Shipleys land and on the outlines of said Gaithers land North 84 degs west 8 1/8 phs to a stone, North 23¼ degs East 24 3/4 phs, thence leaving said Shipleys land but still bounding on the outlines of said Gaithers land and the tract called "The Ascent" South 68 3/4 degs East 56 phs to a stone heretofore planted as a boundary of the Addition to Timber Ridge, thence North 67 3/4 degs East 51 phs. to Rufus B Kellys land thence with said land South 22¼ degs East 51 phs to Nelson Phelps land thence thereon South 51½ degs west 46 3/4 phs to a stone heretofore planted as a boundary of said Phelps and Gaithers land thence South 6 degs West 99 phs to the end of the last line of "The Support" thence on the home line of said land North 50 3/4 degs. west 64 phs to the place of beginning containing Eighty five and a quarter acres of land more or less exclusive of above one acre contained in a road which was laid off about one and a half perches wide extending across the whole from the end of the third line thereof to the end of the ninth line, and which was conveyed by Beale Gaither and wife to Richard Phelps in or about the year 1828

Beginning for Lot No. one (it being the Southern part of the whole) at the beginning of The Support and the beginning of the whole survey, thence with the outlines of the whole, North 50½ degs west 40 phs to a stone, North 28½ degs west 40 phs to a stone North 31 degs East 8 phs thence leaving the outlines of the whole and running across the same South 85 degs East 106 perches more or less to a stone at the end of the ninth line of the whole, thence with the outlines of the whole, South 6 degs west 99 phs to the end of the last line of "The Support" thence on the home line of said land North 50 3/4 degs west 64 phs to the place of beginning containing forty one and a quarter (41¼) acres of land more or less - (Said lot contains the old homestead)

Beginning for Lot No. Two -at a post planted at the end of the third line of Lot No one -being at the end of Eight perches on and in the third line of the whole, thence with the outlines of the whole, North 31 degs East 46 phs to a stone North 84 degs west 7 1/8 phs to a stone North 23¼ degs East 24 3/4 phs South 68 3/4 degs East 56 phs to a stone a boundary of The Addition to Timber Ridge North 67 3/4 degs East 51 phs to Rufus B Kellys land, South 22¼ degs East (with said land) 51 phs to Nelson Phelps land thence there on South 57¼ degs west 46 3/4 phs to a stone heretofore planted as a boundary of said Phelps and Gaithers land; it being at the end of the fourth line of Lot No. one thence thereon reversely North 85 degs west 106 phs more or less to the place of beginning - Containing forty four acres of land more or less exclusive of the road above referred to running through the lot from the end of the first line to the stone at the end of Seventh line of this lot (No. 2) See plat on opposite side. Sur. March 1888

A. R. Harman

PLAT ON NEXT PAGE.



Rufus Kelly's purchase from Bannon (25" May, /89) for $1364, and conveyed same to R. L. Kelly, who purchase_ same from Munroe 23 Sept 191_ for same price

Eleanor Gaither's purchase 25" May 1889 from Bannon Trustee for 1443.75

R. L. Kelly purchased same 23" Sept 1891 of Munroe, Trustee for $1402.50

Filed with the Examiner Feb. 12th, 1889

F. Eugene Wathen (SEAL)
Examiner

Filed with the Examiner March 11th, 1891

F. Eugene Wathen (SEAL)
Examiner

Petition for leave to amend bill and Order 26th Feby. 1889

The petition of the plaintiff respectfully ask this Honorable Court to amend the bill filed in this Cause so as to conform to the proofs in the case which shows thuso the land named in the proceeding are not susceptable of division without loss and injury to the parties in interest and your petitioner ask leave to amend according to the proofs, by underlining said bill "that it is not susceptable of partition without loss and injury".

M. Bannon for Plaintiff

Ordered this 26th day of February 1889 that the plaintiff have leave to amend her bill as prayed in the above petition

I. Thomas Jones

Filed 26th February 1889

DECREE

Elenor Gaither	In the Circuit Court for
vs.	Anne Arundel County in Equity
Thomas Gaither et al	January in Term, 1889

The above cause standing ready for hearing ---------- and being submitted upon Bill, Answer, Testimony and Agreement these and all the other proceedings were, by the Court, read and considered-

It is thereupon, this 26th day of February in the year eighteen hundred and eighty nine by the Circuit Court for Anne Arundel County sitting in Equity ADJUDGED, ORDERED and DECREED, that the real estate on which the said Elenor Gaither now resides, being the real estate and property mentioned and described in the proceedings be sold, that Michael Bannon of Anne Arundel County be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court or the Clerk thereof in the penalty of Two 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 daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be One third of the purchase money to be paid in cash or on the final ratification thereof at the option of the Trustee and the balance of the purchase money to be paid in two equal annual payments of one third of the whole purchase money in one year, and one third of the whole in two years the credit payments to bear interest from day of sale, and to be secured by the note or notes of the purchaser or purchasers thereof with security satisfactory to the trustee and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before,) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and

estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainant 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.

I. Thomas Jones

Filed February 26th. 1889

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS: That we Michael Bannon and N. Rufus Gill of Baltimore City of and 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, 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 13th day of May in the year of our Lord one thousand eight hundred and eighty nine

WHEREAS, the above bounden Michael Bannon 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 in the case of Elenor Gaither vs. Thomas Gaither et al now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Michael Bannon 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 James P. Bannon

Michael Bannon (SEAL)
W. Rufus Gill (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, Sct.

I would approve this Bond if presented to me.

Jas Bond
Clerk Superior Court Balto. City.

Filed May 14th. 1889

REPORT OF SALES

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

The Report of M. BANNON, Trustee, duly authorized by power of a decree passed, in the above entitled cause, on the 26th day of February 1889 shows; that after giving bond with security for the faithful discharge of his trust, and after giving notice of the time, place, manner and terms of sale by advertisement in the Baltimore "Sun" a, newspaper published in Baltimore City for more than twenty days before the day of sale, and by hand bills circulated, he did pursuant to said notice attend at Harman's near

the premises on the 25th day of May 1889 at 2-30 P.M. and then and there proceed to sell the real estate mentioned in said mortgage, and sold the same as follows:

Your Trustee offered at Public Sale to the highest bidder lot Number 1 containing 41 1/4 acres to Elenor Gaither at and for the sum of $35 per acre, making $1443.75; and lot number 2 containing 44 acres to Rufus H. Kelly at and for the sum of $31 per acre making $1364

And that the said Elenor Gaither and Rufus H. Kelly are ready to comply with the terms of said sale and were the highest bidder for said property.

Which is respectfully submitted,

M. Bannon Trustee

State of Maryland, Anne Arundel County Sc:

On this 28th day of May 1889 before the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared M. BANNON, the within named Trustee, and made oath 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.

James A. Medley J.P.

ORDER NISI.

ORDERED this 28 day of May 1889 that the sale made and reported by M. BANNON, Trustee of the real estate in the proceedings mentioned be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of June 1889 next, provided a copy of this order be inserted in some newspaper printed in Anne Arundel County, Md., once in each of three successive weeks before the 28th day of June 1889

The report states the amount of sales to be $2807.75

Sprigg Harwood Clerk.

Office of the "Maryland Gazette,"

Annapolis, June 28 1889

I hereby certify, that the annexed order of the Circuit Court for Anne Arundel County was published in the MARYLAND GAZETTE, a newspaper published in the City of Annapolis, once in each of three successive weeks before the 28th day of June, 1889.

July 2, Rec'd payment, $3.50 Signed: P. E. Porter

P. E. Porter Editor and Publisher.

Filed May 28th. 1889

In Equity:

ORDERED this 10th day of July 1889 that the sales within reported be and the same are hereby finally ratified and confirmed, no sufficient 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 the usual commissions allowed to Trustees, under the rule of this Court and for his expenses upon the production of his vouchers

I. Thomas Jones

Filed July 10th. 1889

Ordered this 3rd day of December 1889 on the foregoing petition by the Circuit Court for Anne Arundel County, and by the authority of the same that the papers in the above entitled Cause be and are hereby referred to the auditor to State an Account between the Trustee and the parties Complainants and defendants and the Creditors of William Gaither Thomas Gaither Joseph Gaither Massa Ann Gaither Susan Gaither and Elenor Gaither the said Creditors producing such evidence as they may deem necessary to establish their respective claims, the Auditor.

Stating Such an account as the evidence now in the Case and such other proof as may be be produced by the respective claimants of parts of the proceeds of sale. And report the same to this Court for its future action.

Oliver Miller

Filed Dec. 3rd. 1889

Petition for correction of exhibits filed in these proceedings.

Eleanor Gaither — No. 1064 Equity

vs. — In the Circuit Court for

Thomas Gaither — Anne Arundel County.

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

The petitioner of Eleanor Gaither and Richard L. Kelly, respectfully shows:

1. That they are the purchasers of certain property mentioned in these proceedings and reported by Michael Bannon, Trustee, to this Court as sold to them in the trustees' report of sales filed on the 28th day of May 1889 in the above entitled cause and finally ratified on the 10th day of July 1889.

2. That there are certain imperfections and irregularities in the proceedings which might injuriously affect the title of your petitioners to the lands so as aforesaid, bought by them and which they pray leave of this Court to have corrected and amended in the following particulars:

First. The two deeds filed as exhibits of the title to said property are copies of the originals, but are not certified by the Clerk.

Second. The plat filed in the case has been inadvertently marked "filed with the auditor", though it is evident from the testimony in the case that the said plat was used by the witnesses in their testimony before the Examiner filed in this case and your petitioners pray leave of the Court to have certificates of the Clerk of the Court that said deeds are true copies taken from the records of his office attached to said deeds: and also pray leave to have the said plat marked filed with the Examiner before whom the testimony returned in this case was taken, so as thereby better to identify the land purchased by your petitioners and avoid any cloud that might be hereafter cast upon his title by reason of such defects in the said proceedings &c

And as in duty &c

James M. Munroe

Solcr for petitioners

Filed July 25th 1890

Ordered this twenty fifth day of July in the year 1890 upon the foregoing petition that leave be and it is hereby granted to the petitioners to have the exhibits filed in this case amended by the addition of the Clerk's Certificate as prayed in said petition; and also to have the plat referred to in said petition and used in the testimony returned in this case marked filed with the Examiner by whom the said testimony was taken and returned. And the proceedings are hereby referred to the Examiner for the taking of testimony and correction of return as prayed.

I. Thomas Jones

Filed July 25th. 1890

Petition for appointment of new trustee in place of M. Bannon, dec'd.

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

The petition of Eleanor Gaither, Charles R. Winterson and Richard L. Kelly respectfully shows:

1. That your petitioner Eleanor is the complainant in the above entitled cause and one of the purchasers under the Decree of this Honorable Court passed in said cause; that your petitioner, Winterson, is a considerable Creditor of the several parties in interest to said cause and as such is interested in the proper administration of the trust created by the said decree; and that your petioner, Kelly, is also a purchaser under the said decree and has paid the whole purchase money for the land bought by him to Michael Bannon, Trustee, but has not received any deed for the said land.

2. That said Michael Bannon has departed this life and that it is, therefore, necessary that a new trustee should be appointed to carry out and complete the aforesaid Trust under the said Decree.

Your petitioners therefore pray your Honors to appoint a new trustee for the purposes aforesaid.

And as in duty &c

James M. Munroe Solcr. for petitioners.

Filed July 25th. 1890

Ordered this 25th day of July 1890 that James M. Munroe, of Annapolis, Maryland, be and he is hereby appointed trustee in the above entitled cause in the place of Michael Bannon, deceased, and that he file his bond in the penalty of Three Thousand Dollars with a surety or sureties to be approved by this Court or the Clerk thereof conditioned in the usual form for the faithful performance of his duties in the premises.

I. Thomas Jones

Filed July 25th. 1890.

Petition for leave to file Supplemental Bill.

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

The petition of Eleanor Gaither respectfully shows: That a decree for the Sale of the real estate mentioned in these proceedings has been duly passed, but that several parties in interest were omitted from the proceedings entirely, and your petitioner prays leave of the Court to file a Supplemental Bill in order that a Decree may be passed against all

the parties interested in the land mentioned and decreed to be sold in these proceedings. And as in duty &c

James M. Munroe
Solcr. for petitioner

Filed July 25th. 1890

Ordered upon the foregoing petition this 25th day of July 1890 that leave be and it is hereby granted to the petitioner to file a Supplemental Bill in this case as above prayed.

I. Thomas Jones

Filed July 25th. 1890

Bond of James M. Munroe, Trustee.

TRUSTEES BOND.

Know all men by these Presents that we James M. Munroe, Mary Chase Munroe and James Munroe 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, 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 Fifth day of August in the year Eighteen hundred and ninety.

Whereas by a Decree of the Circuit Court for Anne Arundel County sitting in Equity and passed on the 26th day of February in the year 1889 in a cause in said Court depending wherein Eleanor Gaither was Complainant, and Thomas Gaither and others were defendants, a certain Michael Bannon was appointed trustee to sell the land decreed to be sold, and whereas said Bannon, as trustee, sold said land and reported said sales to said Circuit Court for Anne Arundel County, but has not accounted for the purchase money, and whereas said Bannon has departed this life, and whereas by the order of the said Circuit Court for Anne Arundel County, in Equity, passed on the 25th day of July in the year 1890 the said James M. Munroe was appointed trustee in said Cause in the place of said Michael Bannon, deceased:

Now the condition of the above Obligation is such that if the above bound James M. Munroe do and shall well and faithfully perform the trust reposed in him by the said order of the Court of July 25th 1890 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:

James M. Munroe (SEAL)
Mary Chase Munroe (SEAL)
James Munroe (SEAL)

Filed and Approved this 11 day of August 1890

Sprigg Harwood Clk.

Auditors Report August 14" 1890

To the Honl. the Judges of said Court

The Auditor respectfully reports that he has examined the proceedings in this case

referred to him for statement of Account

It appears by the proceedings that M Bannon Esq former trustee (now deceased) made sale of certain real estate as per his report filed 28" May 1889 finally ratified July 10- 1889, Lot No. 1 of 41 1/4 acres sold to Eleanor Gaither at $35 per acre - $1443.75
Lot No. 2 of 44 acres sold to Rufus H. Kelly @ $31 per acre 1364.00
$2807.75

There is no proof in the proceedings to show to whom the property sold belonged nor who are the proper distributees of the proceeds of sale
It does not appear whether or not the purchase money was collected by the trustee in full. It does not appear that any costs of proceedings have been paid nor are there any vouchers of trustees expenses paid except a bill for advertising in the Baltimore Sun for $13.50
The Auditor therefore respectfully submits that there is no date from which he can state any amount. It appearing that the only credits to which the former trustee is entitled are commissions on sale to Kelly alleged by said purchaser to have been paid which under rule of Court will amount to $71.44
And the advertisement 13.50
$84.94

All of which is respectfully submitted

E. C. Gantt Auditor.

Filed August 14th. 1890

Petition & order for leave to make new parties and to file amended supplemental bill of Complaint.

To the Honorable, The Judges of said Court
Charles R. Winterson, Richard L. Kelly and Thomas Greenberry Gaither, respectfully pray leave of the Clerk to file in this case their amended and supplemental Bill of Complaint and to make new parties plaintiff and defendants to the said cause. They show that the original Complainant, Eleanor Gaither, is dead, and that your petitioner Charles R. Winterson has been appointed her executor and has taken out Letters Testamentary upon her said estate; that Richard L. Kelly owns a part of the land mentioned in these proceedings in common with the other parties to this suit, among who is your petitioner Thomas Greenberry Gaither, and they pray to be admitted as parties complainant to said suit and for leave to file their supplemental and amended bill of Complaint therein.
And as in duty &c.

James M. Munroe,
Solcr. for Petitioners.

Filed September 26th. 1890

Upon the foregoing petition it is ordered this 26th day of September 1890 that the petitioners be admitted as parties complainants to this suit and that they have leave to file in this cause their amended and supplemental Bill of Complaint as prayed in the foregoing petition subject to all proper exceptions

I. Thomas Jones

Filed September 26th. 1890

Amended and supplemental Bill & six Exhibits, A.B.C.D.E.& F. Petition & order for Court to file same & make new parties to suit.

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

The Bill of Complaint of Richard L. Kelly and Charles R. Winterson Executors of Eleanor Gaither, deceased, all of Anne Arundel County, and Thomas Greenberry Gaither, of Baltimore City, against Thomas Gaither, Josephine Gaither, and Isabella Gaither and Josephine Gaither, Junior, all of Anne Arundel County, Beall Gaither, of Baltimore County, Jeremiah Gaither, Ann Gaither, Mary Forrester and Charles Forrester, whose residence or place of abode, if they be living at all, is unknown to your orators, respectfully shows:

1. That a certain Beall Gaither in the year 1840 granted and conveyed to his three maiden daughters several tracts of land in Anne Arundel County, called "Addition to Timber Ridge", "Support", "Assent", "Addition to Weedy Glade" and "Plumbers Pasture", containing in all about two hundred and thirty acres of land; the said daughters were named Eleanor, Susanna and Massa Ann respectively and a certified copy of the deed conveying said land is filed in this cause and marked "Exhibit A".

2. That said Eleanor, Susanna and Massa Ann Gaither sold and conveyed away the tracts of land called "Addition to Weedy Glade" and "Plumbers Pasture", and on the 30th day of January in the year 1859 the said Susanna conveyed all her interests in the remainder, which consisted of about eighty five acres of land, to her two sisters Eleanor and Massa Ann, as tenants in common, a certified copy of which deed is filed in these proceedings and marked "Exhibit B."

3. That sometime about the year 1882 the said Massa Ann departed this life childless, unmarried and intestate, and her interests in the aforesaid eighty five acres of land, being one undivided one-third thereof acquired under the deed from her father (Exhibit A) and one undivided one sixth thereof acquired under the deed from her sister (Exhibit B) and making in all one undivided one half of said eighty five acres, descended to her sister (1) Eleanor, (who already owned the other undivided one half interest in said land by the aforesaid conveyances, (2) her sister Susanna, (3) her brother Thomas, (4) her brother Beall, (5) the representatives of her deceased brother William, who are Josephine Gaither, widow of Joseph Gaither, deceased son of said William Gaither, deceased, and Josephine Gaither Junior and Isabella Gaither, children of said Joseph and grandchildren of said William; (6) and the heirs at law of her deceased brother James F. Gaither, who are as far as known (1) Thomas Greenberry Gaither, (2) Jeremiah Gaither, (3) Ann Gaither, children of said James F; (4) and Mary Forrester and (5) Charles Forrester, children of Sarah Jane Forrester, a deceased daughter of said James F; the husband of said Sarah Jane being also dead. And by leave of the Court granted on the 18th day of May 1891 your orators further show that a certain George Forrester, a son of said Mary Jane Forrester, would if living, have an interest in the lands mentioned in these proceedings as an heir-at-law of said James F. Gaither deceased, and that said George Forrester married some person unknown to your orators, and it is unknown to your orators whether said George Forrester is living or dead, or if living where he resides; or if dead, whether or not

he left a widow or child or children or who said widow or child or children are or where they reside or who are the representatives of said George Forrester, or where they reside but that said unknown persons might have an interest in said land as heirs at law of said James F. Gaither

That the said Susanna being thus seised and possessed of the aforesaid one sixth undivided share of the one half undivided share of her sister Massa Ann which had descended to her as aforesaid, sometime in the year 1882 departed this life childless, unmarried and intestate and when said interests in said lands descended to the persons named in the preceding paragraph of this Bill of Complaint.

5. That under a decree of this Court passed in this cause on the 26th day of February in the year 1889, the the interests of Eleanor Gaither, Thomas Gaither, Beall Gaither and the heirs of William Gaither in and to one portion of said eighty five acres of land, to wit: a lot consisting of forty four acres, and laid down on the plat and survey filed in this cause as Lot No. 2 was sold to a certain Rufus H. Kelly and the purchase money therefor was fully paid and satisfied to Michael Bannon, now deceased, but who then was the trustee appointed by this Court under the aforesaid decree to make the said sale, which sale was duly reported to and ratified by this Court as will appear by reference to the proceedings in this Cause, and the said property was conveyed by said Bannon, or trustee, to the said Rufus H. Kelly and afterwards conveyed by the said Rufus H. Kelly to your orator Richard L. Kelly, as will appear by reference to copies of the deed thereof herewith filed and marked Complainants Exhibits "C", and "D", But your orator Richard L. Kelly respectfully shows that at the time of the said sale by said Bannon and at the time of the aforesaid conveyances it was believed that all parties in interest had been made parties to the suit in which the aforesaid decree for sale had been passed and that a fee-simple title in severalty was being purchased at said sale for the price offered for said forty four acres, and he further shows that he was the real purchaser of the said forty four acres from said Bannon and supplied the purchase money, although the said Rufus H. Kelly was returned as the purchaser thereof, and afterwards conveyed the property to your orator, Richard L. Kelly.

6. And your orator further shows that certain Thomas Greenberry Gaither, Jeremiah Gaither Ann Gaither, Mary Forrester and Charles Forrester are the heirs and proper representatives as far as the same are known of a certain James F. Gaither, a deceased brother of Eleanor Susanna and Massa Ann Gaither, and inherited one twelfth of said eighty five acres of land from Massa Ann Gaither when she died in 1882; and also inherited one sixtieth of said eighty five acres from said Susanna Gaither when she died in 1882; and that thus there is outstanding in the said heirs of James F. Gaither, deceased, an undivided one tenth interest in the said Forty four acres of land now held by your orator, Richard.

7. And your orators further show that the said Bannon, as trustee as aforesaid, under and by virtue of the decree aforesaid sold the lot consisting of forty one and a-quarter acres of land, and designated as Lot No. 1 on the said plat filed in this case, to the said Eleanor Gaither at and for the sum of $1443.75 as will appear by reference to the trustee's report of said Bannon filed in this cause, which said sale was duly reported to and ratified by this Court, but that said Eleanor never paid any part of the purchase

money therefor, for the reason that she owned six-tenths undivided interest in said land when sold, and also six-tenths undivided interest in said Lot No. 2 sold to said Kelly, and her share of the proceeds of sale would have been more than enough to have paid the whole of said purchase money due by her and to have left still due her from the trustee the sum of Two hundred and sixty seven dollars,less her share of the costs of said suit and the taxes due on said land.

And your orators further show that said Lot No. 2 was bought by said Eleanor in good faith under the belief and representation that she would receive a fee simple title in severalty to the said land but so it was that the undivided one tenth interests therein was still outstanding in the heirs and representatives of the said James F. Gaither, deceased, who were not made parties to this cause as aforesaid.

8. And so your orators show that the said heirs of said James F. Gaither, deceased, are tenants in common with your orator Richard L. Kelly, owning an undivided one tenth interest in the lot purchased by him as aforesaid; and were, during the lifetime of said Eleanor Gaither, tenants in common with her as to the lot purchased by her as aforesaid, owning an undivided one tenth interest therein.

9. And your orators further show that on the 25th day of July in the year 1890 the said Eleanor Gaither departed this life, unmarried and childless, and leaving a last will and testament duly executed and admitted to probate in the Orphans Court for Anne Arundel County a copy whereof is herewith filed marked Complainants Exhibit "E", Whereby all the property of said Eleanor was devised and bequeathed to the defendants the defendants Josephine Gaither and her two infant children, the defendants Josephine and Isabella, with power and authority however, in said will given to your orator, Charles R. Winterson, as executor of said Eleanor Gaither, to sell all her interest in the real estate in these proceedings mentioned and apply the proceeds thereof, after the payment of debts and expenses, to the use and benefit of her said devisees as in said will provided; letters of exemplification of the appointment of said Winterson as executor as aforesaid being herewith filed and marked Complainants "Exhibit F".

10. And your orators show that the said land so held in common by the your orator Richard L. Kelly and the heirs at law of said James F. Gaither, deceased, are not susceptible of any partition among the parties thereto entitled according to their respective interests therein; and that the land so held by the devisees of said Eleanor Gaither and the heirs at law of said James F. Gaither are not susceptible of any partition among the parties thereto entitled accordingly to their respective interests therein, and that it will be greatly to the advantage of all persons concerned and entitled to have the said lands sold and the proceeds thereof divided among the respective parties thereto entitled according to their respective interests therein.

11. And your orator Charles R. Winterson shows that said Eleanor Gaither left little or no personal property; and if any, that it is of such small value as would not pay the expenses of administering upon her estate; and he prays this Court to take jurisdiction of the trust created by the will of said Eleanor Gaither, to the end that the interests of the said Eleanor in the land mentioned in these proceedings may be converted into money by a sale thereof according to the true intent and meaning of said

will and that he may be allowed to account for and administer the said trust under the direction of this Court; and to that end he prays the Court to decree a sale of the said land

12. To the end, therefore, that the said land may be sold for partition as hereinbefore prayed under the decree of this Court, and the proceeds thereof distributed among the parties thereto entitled according to their respective interests, and that your orator Charles R. Winterson may account for and administer his trust estate under the will of said Eleanor Gaither in this Honorable Court, and that your orators may have such other and further relief as their cause and equity may require; may it please your Honors to grant unto your orators the writ of subpoena against the said Thomas Gaither ,Josephine Gaither, Isabella Gaither and Josephine Gaither Junior, the last two named being infants under the age of twenty one years, and all of whom reside in Anne Arundel County aforesaid; and against Beall Gaither who resides in Baltimore County; and against the said Jeremiah Gaither Ann Gaither, Charles Forrester and Mary Forrester; commanding and requiring them to be and appear in this Court by some certain day to be therein named, and answer the premises (the said infant defendants by Guardian to be appointed by this Court) and show cause, if any they may have, why a decree should not be passed as herein prayed. And may it please your Honors to grant unto your orators an order of publication giving notice to the said Jeremiah Gaither, Ann Gaither, Mary Forrester and Charles Forrester and the heirs of James F. Gaither, who would be, if living, a proper and necessary party defendant to this suit, of the object and substance of this Bill and warning them to appear in this Court in person or by solicitor on or before a certain day to be named therein to show cause, if any they may have why a decree ought not to pass as prayed.

And by leave of the Court granted on the 18th day of April 1891 your orators pray for an order of publication against the unknown heirs of said James F. Gaither, deceased, giving them notice of the substance of this Bill and of the object of this suit and warning them to appear in this Court in person or by Solicitor or Guardian ad litem 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 &c.

And as in duty &c

James M. Munroe

Solcr. for Complts.

Filed October 14th. 1890

COMPLAINANTS "EXB. C"

THIS DEED made this twenty first day of September in the year one thousand Eight hundred and Eighty nine by Rufus H. Kelly of Anne Arundel County in the State of Maryland Witnesseth that in consideration of thirteen hundred and sixty four dollars the said Rufus H. Kelly does grant unto Richard L. Kelley of said County his liens and assigns in fee simple all that tract piece or parcel of ground situate lying and being in said County and described as follows to wit Being a part of "Addition to Timber Ridge" and a part of "Support and Ascent or by whatsoever name the same may be known Beginning for Lot number two (2) at a post planted at the end of the third line of Lot number one being

at the end of Eight perches on and in the third line of the whole thence with the outlines of the whole north thirty one degrees East forty six perches to a stone north eighty four degrees west seven and one eighth perches to a stone north twenty three and one quarter degrees East twenty four and three quarters degrees east fifty-six perches to a stone ~~a boundary of perches to a stone~~ a boundary of "The Addition to Timber Ridge" north sixty-seven and three quarters degrees East fifty one perches to Rufus H.Kelleys south twenty two and one quarter degrees east with said land fifty one perches to Nelson Phelp's land thence thereon south fifty seven and one half degrees west forty six and three fourths perches to a stone heretofore planted as a boundary of said Phelp's land and Gaither_ land it being at the end of the fourth line of Lot No. 1 thence thereon reversely north Eighty five degrees west one hundred and six perches more or less to the place of beginning containing forty four acres of land more or less exclusive of the road running through the Lot from the end of the first line to the stone at the end of the seventh line of this lot (No. 2) see plat filed in this aforesaid cause which was made from a survey made by Amos R. Harman in March 188_ it being the lot or tract of land conveyed by deed from Michael Bannon Trustee to Rufus H. Kelley dated 26" July 1889 and intended to be recorded before this Deed. Together with the buildings and improvements thereupon made or being and all and every the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining. To Have and to Hold the said piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Richard L Kelley in fee simple And the said Rufus H. Kelley covenants that he will warrant specially the property granted to Richard L. Kelly and that he will execute such further assurances of said Land as may be requisite. Witness the hand and seal

Test Stephen S. Clark Rufus H Kelly (SEAL)

State of Maryland, Baltimore City to wit:

I hereby certify that on this first day of September in the year one thousand eight hundred and eighty nine before me the subscriber a Justice of the Peace of the State of Maryland in and for the City aforesaid personally appeared Rufus H. Kelly and acknowledged the foregoing Deed to be his act

Stephen S. Clark J.P.

State of Maryland, Baltimore City Sct:

I hereby Certify that Stephen S. Clark 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 of the Superior Court for Baltimore City

this 21" day Sept. A.D. 1889

Jas. Bond

(SUPERIOR COURT SEAL) Clerk of the Superior Court for Baltimore City

Recorded 23" September 1889

State of Maryland, Anne Arundel County Sct:

I hereby certify that the aforegoing is truly taken and copied from Liber S.H. No. 35 folio 473 One of the Land Records for Anne Arundel County this 25" September A.D.1890.

Sprigg Harwood Clerk

Filed Octo. 4" 1890 Filed 11th March 1891

F. Eugene Wathen (SEAL)

Examiner.

COMPLAINANTS "EXB. D."

THIS DEED made this twenty sixth day of July in the year one thousand eight hundred and eighty nine between Rufus H. Kelly of Anne Arundel County and Michael Bannon Trustee as hereinafter mentioned Witnesseth-

Whereas by a decree of the Circuit Court for Anne Arundel County dated on the 26" day of February in the year one thousand eight hundred and eighty nine and passed in a cause in said Court between Elenor Gaither Complainant and Thomas Gaither et al Defendants, the above named Michael Bannon was appointed Trustee with authority to sell the real estate in the proceedings in said cause mentioned and the said Trustee after complying with all the previous requisites of the decree did on or about the twenty fifth day of May in the year one thousand eight hundred and eighty nine sell unto the said Rufus H. Kelly at and for the sum of Thirteen hundred and sixty four dollars current money the following described tract of or parcel or piece of land situate and being in the said County and in the State of Maryland that is to say: Being a part of "Addition to Timber Ridge" and a part of "Support and Ascent" or by whatsoever name the same may be known.

Beginning for Lot number two at a post planted at the end of the third line of Lot no. one being at the end of eight perches on and in the third line of the whole thence with the outline of the whole north thirty one degrees east forty six perches to a stone north eighty four degrees west seven and one eighth perches to a stone north twenty three degrees and one quarter degrees east twenty four and three quarters perches south sixty eight and three quarter degrees east fifty six perches to a stone a boundary of "The Addition to Timber Ridge" north sixty seven and three quarters degrees east fifty one perches to Rufus Kelly's land south twenty two and one quarter degrees east with said land fifty one perches to Nelson Phelps land thence thereon south fifty seven and one half degrees west forty six and three quarters perches to a stone heretofore planted as boundary of said Phelps land and Gaithers lands it being at the end of the fourth line of Lot No. 1 thence thereon reversely north eighty five degrees west 106 perches more or less to the place of beginning containing forty four acres of land more or less exclusive of the road and running through the lot from the end of the first line to the stone at the end of the seventh line of the lot (No 2) see plat filed in the aforesaid cause which was made out from a survey made by Amos R Harman in March 1888 And whereas the aforesaid

sale has been duly reported and has been ratified and confirmed by the said Circuit Court for Anne Arundel County and whereas the purchase money aforesaid has been fully paid and satisfied to the said Trustee he was authorized by the said decree to execute these presents, Now this Deed Witnesseth-

that the said Michael Bannon Trustee as aforesaid for and in consideration of the premises and of the sum of thirteen hundred and sixty four dollars current money to him in hand paid by the said Rufus H. Kelly at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged does grant and convey unto the said Rufus H. Kelly all the property hereinbefore described with the appurtenances thereto belonging and all the right title interest and estate of all of the parties to 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 piece parcel or tract of land with its appurtenances aforesaid unto the said Rufus H. Kelly his heirs and assigns forever. Witness the hand and seal of the said Trustee.

Test Stephen S. Clark M. Bannon Trustee (SEAL)

State of Maryland, Baltimore City, Sct:

I hereby certify that on this twenty sixth day of July 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 Baltimore City aforesaid personally appeared Michael Bannon Trustee and acknowledged the foregoing Deed to be his act.

Stephen S. Clark J.P.

State of Maryland, Baltimore City, Sct:

I hereby certify that Stephen S. Clark 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 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 26 day of July A.D. 1889.

(SUPERIOR COURT SEAL) Jas. Bond

Clerk of the Superior Court of Baltimore City.

Recorded 23" September 1889

State of Maryland, Anne Arundel County Sct:

I hereby certify that the aforegoing is truly taken and copied from Liber S.H. No. 35 folio 471 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 25" September, A.D. 1890

Sprigg Harwood Clerk

Filed Oct. 4" 1890 Filed 11th March 1891

F. Eugene Wathen (SEAL)

Examiner

COMPLTS EXHIBIT "E"

I Elinor Gaither of Anne Arundel County State of Maryland do make, publish and declare the following as and for my last will and testament after all my just debts and funeral expenses are paid I will devise and bequeath unto my neice by Marriage Josephine Widow of Joseph Gaither and unto my said Neices Josephine and Isabella daughters of Joseph and Josephine Gaither all my personal property and my real estate, also all my undivided interest in the property of my deceased Sisters. I hereby constitute and appoint Dr. Charles R. Winterson Executor of this my last will.

Hereby revoking all former wills by me made and ratifying this and none other to be my last will and testament.

And I do hereby authorize and empower my said Executor to sell my farm and divide the proceeds equally between the devisees thereof heretofore named in this will, to wit- the portion allotted to Mrs. Josephine Gaither to be paid to her immediately upon the Sale of the farm, and the balance to be held by him in trust for Josephine and Isabella Gaither heretofore named until they shall have attained the age of twenty one, when the amount shall be paid to them.

And I do desire that my Executor shall not be required to give any bond for the carrying out of the provision of this my will.

In testimony whereof I hereby subscribe my name and affix my seal this tenth day of July 1890.

Witness C. R. Winterson Elinor Gaither Her (SEAL) signature

Signed Sealed published and declared by Elinor Gaither the above named testatrix as and for her last will and testament in the presence of us who at her request and in her presence, and in the presence of of each other have hereunto Subscribed our names as witnesses thereto

Rufus H Kelly
Richard L Kelly
C. R. Winterson

Anne Arundel County Set.

On the 5th day of August 1890, came Dr. Charles R. Winterson and made oath on the Holy Evangely of Almithty God that he does not know of any Will or Codicil of Elinor Gaither, late of said County deceased other than the above instrument of writing and that he received the same from testatrix and retained possession of same until delivered to the Register of Wills and that the deceased departed this life on the 25th day of July 1890.

Sworn to in open Court.

Test W. F. Petherbridge
Register of Wills for A. A. County

Anne Arundel County ss:

On the 9th day of Sept 1890, came Rufus H. Kelly and Richard L Kelly Subscribing Witnesses to the foregoing last Will and Testament of Elinor Gaither, late of said County deceased and made Oath on the Holy Evangely of Almithty God 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 it was to the best of their apprehension of sound and disposing mind memory and understanding and that they together Dr. Charles R. Winterson who was also present in Court on the 5th August and made Oath to the above facts.

Subscribed their names as Witnesses to this Will in her presence at her request and in presence of each other.

Test W. F. Petherbridge
Register of Wills for Anne Arundel Co.

In the Orphans Court of Anne Arundel County,
The Court after having carefully examined the above last Will and Testament of Elinor Gaither late of Anne Arundel County deceased together with evidence adduced as to its Validity Orders and decrees this 16th day of September A.D. 1890 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Elinor Gaither deceased.

John H. Sellman C.J.
William H. Downes
Charles H Russell

State of Maryland Anne Arundel Co Sct

I hereby certify that the foregoing last will and testament of Eleanor Gaither is truly copied from the original now on file and of record in the office of the Register of wills for Anne Arundel County.

In testimony whereof I hereto set my hand and affix the Seal of the Orphans Court for Anne Arundel County this 17th day September 1890.

Register of Wills (SEAL) Test W F Petherbridge
Register of Wills

Filed Oct. 4th. 1890 Filed 11th March 1891

F. Eugene Wathen (SEAL)
Examiner

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of three tracts of land situate in Anne Arundel County, called respectively "Addition to Timber Ridge" "Support" and "Assent", lying and being in the Fifth Election District of said County, and consisting of about eighty-five acres.

The Bill states that in the year 1840 a certain Beall Gaither granted and conveyed to his three maiden daughters, named respectively Eleanor Gaither, Susanna Gaither and Massa Ann Gaither, certain tracts of land called respectively "Addition to Timber Ridge" "Support", "Assent", "Addition to Weedy Glade" and "Plumbers Pasture", containing in all about two hundred and thirty acres of land.

That the said Eleanor, Susanna and Massa Ann sold and conveyed away the tracts of land called "Addition to Weedy Glade" and "Plumbers Pasture", leaving about eighty-five acres of land. That the said Susanna and Massa Ann departed this life, childless, unmarried and intestate, leaving their interest in the aforesaid eighty-five acres, to

their sister, the said Eleanor, their brothers Thomas and Beall Gaither, and the heirs of their deceased brother William Gaither, who are, Josephine Gaither, widow of Joseph Gaither, son of said William, and Josephine Gaither Junior and Isabella Gaither, children of said Joseph Gaither, all of whom reside in Anne Arundel County, and the heirs of her deceased brother James F. Gaither, who are as far as known, Thomas Greenberry Gaither, Jeremiah Gaither, and Ann Gaither children of said James F. and Mary Forrester and Charles Forrester, children of Sarah Jane Forrester, deceased daughter of said James F. Gaither. That Thomas Greenberry Gaither resides in Baltimore City. That it is not known whether the said Jeremiah and Ann Gaither, Mary and Charles Forrester are living or not, or if living, where they reside.

That a part of the aforesaid eighty-five acres, consisting of about forty-four acres, is now held by Richard L. Kelly, who holds the same as tenant in common with the heirs of the said James F. Gaither, who are, as far as known, the said Thomas Greenberry Gaither, Jeremiah Gaither and Ann Gaither, and Mary and Charles Forrester. That the said Eleanor departed this life unmarried and childless, but leaving a last Will and Testament, in which she devised her interest in the remaining forty-one acres of land to Josephine Gaither, Josephine Gaither Junior and Isabella Gaither, who now hold the said forty-one acres as tenants in common with the said heirs of the said James F. Gaither, deceased, who are, as far as known Thomas Greenberry Gaither, Jeremiah Gaither, Ann Gaither, and Mary and Charles Forrester.

That of the aforesaid parties the said Josephine Gaither Junior and Isabella Gaither, Mary Forrester and Charles Forrester are infants under the age of twenty-one, and the rest are adults.

That the aforesaid tracts of land are not susceptible of partition without loss to the parties interested, and prays that the Court pass a decree for the sale of the property for partition

It is thereupon ordered this fourth day of October in the year 1890 that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, Maryland once in each of four successive weeks before the 11th day of November 1890 give notice to the said Jeremiah Gaither, Ann Gaither, Mary Forrester and Charles Forrester, the absent non-resident defendants who, as far as known, are the heirs at law of James F. Gaither, who, if living, would be a proper party defendant to this suit, of the object and substance of said Bill of Complaint and thereby warning them to appear in this Court in person or by Solicitor or Guardian ad litem as to the infant defendants on or before the 11th day of December 1890 to answer the premises and show cause, if any they have, why a decree should not pass as prayed.

Sprigg Harwood Clerk

Filed October 4" 1890

ANSWER of Thos. J. Gaither.

To the Hon. The Judges of the Circuit Court for Anne Arundel County in Equity:

The answer of Thomas J. Gaither to the amended and Supplemental bill of Complaint filed against him and others in this case respectfully states

1st. That he does not admit the several allegations contained in said bill, but denies

the same and each and every of them exceptions so far as the same are hereinafter admitted.

2nd. He admits that Massa Ann Gaither and Susanna Gaither departed this life in the year 1882 each of them dying childless, unmarried and intestate, and that Eleanor Gaither also died in the year 1890 childless & unmarried.

3rd. And this defendant avers that he is the lawful owner of a portion of the land mentioned in the proceedings in this Cause to wit 23 5/8 acres, made up of the 16 acre tract, and the 7 5/8 acre tract referred to in Complainants Exhibit A, Under and by virtue of a gift from his deceased father Beale Gaither, accompanied by delivery of possession, prior to the date of said deed "Exhibit", and that from that time to the present he has had and retained possession thereof.

4th. And this defendant further avers that he has a claim against the estates of his three sisters to wit Massa Ann, Susanna and Eleanor Gaither which he will hereafter file in these proceedings. And he prays the Court will protect his interest in the premises - And as in duty &c

Jas. Revell

Sol. for T. J. Gaither

Filed 31" December 1890

Petition & order for appointment of Guardian ad Litem for Infant Defts.

Gaither vs Gaither — No. 1064 Equity — In the Circuit Court for Anne Arundel County.

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

The complainants in this case respectfully show that the adult defendants Josephine Gaither & Thomas Gaither, residents of the State of Maryland, have been duly summoned to answer the bill of complaint in this case, and notice by publication has been duly given of the substance of said bill of Complaint and of the object of this suit, has been duly given to the adult defendants Jeremiah Gaither and Ann Gaither, non-resident of this State - That the defendant Thomas Gaither has answered said bill, and as to the other defendants above named the bill has been taken pro confesso. That there are four infant defendants to this suit, namely, Isabella Gaither, Josephine Gaither, Junior, who reside in this State, and who have been duly summoned in this case, and Mary Forrester and Charles Forrester, who are non-residents of this State, and to whom due notice of the substance of said bill and of the object of this suit has been given by said notice of publication. And the complainants pray that a Guardian ad Litem may be appointed to answer for said infant defendants.

And as in duty &c

James M. Munroe, Solcr.

Ordered this 14th day of February 1891 upon the foregoing petition, it appearing that said resident infant defendants have been duly summoned and that due notice by publication has been given to the non-resident infant defendants of the object of this suit and the substance of the Bill, that Frank H. Stockett, Junior be and he is hereby appointed Guardian ad litem to answer for the said infant defendants namely, Mary Forrester, Charles Forrester

Josephine Gaither, Junior and Isabella Gaither.

Oliver Miller

Filed Feby. 14th. 1891.

Decree pro confesso against non-resident defendants Jeremiah Gaither & Ann Gaither and against Josephine Gaither, resident defendant

It appearing from the annexed certificate of publication that The order of publication heretofore passed in this cause has been duly published and the non-resident adult defendants therein named having failed to appear and answer the Bill of Complaint in this case, either in person or by Solicitor, namely Jeremiah Gaither and Ann Gaither, it is thereupon this 14th day of February, in the year 1891 by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that said bill of complaint be and it is hereby taken pro Confesso against said non-resident defendants, Jeremiah Gaither and Ann Gaither. And it is further ordered that depositions be taken before one of the standing Examiners of this Court in support of the allegations of the bill of complaint And it further appearing that the defendant Josephine Gaither, a resident of this State and County has been duly summoned and has failed to appear or answer said bill of Complaint in person or Solicitor, it is further adjudged, ordered and decreed that said bill of complaint be taken pro confesso against said Josephine Gaither, and that depositions in support of said bill be taken as herein before provided.

Oliver Miller

Filed Feby 14th. 1891

Office Maryland Republican Annapolis, Jany 3 1891

I hereby certify, That the annexed Order of Publication in the case of Gaither vs. Gaither No. 1064 Equity was published in the "Maryland Republican" a weekly newspaper printed and published in the City of Annapolis, Anne Arundel County Maryland, once in each of four successive weeks before the 11th day of November 1890. The first insertion being made on October 11 1890.

William S. Ridgely

Filed Feby. 14th. 1891. One of the Publishers MARYLAND REPUBLICAN.

Answer of Infant Defendants by Guardian ad Litem.

The Answer of Mary Forrester, Charles Forrester, Josephine Gaither, Junior, and Isabella Gaither, Infants under the age of twenty one years, by Frank H. Stockett, Jr. their Guardian ad Litem on that behalf appointed by the order of this Court passed on the 14th day of February 1891, to the Bill of Complaint in this cause filed, respectfully shows: That they neither admit nor deny the allegations of the Bill of Complaint and of the Amended or Supplemental Bill of Complaint in this cause filed against them, and they pray this Court to protect and defend their interests in the matter.

And as in duty &c.

Frank H. Stockett, Jr.
Guardian ad Litem.

Filed Feby. 21" 1891.

Suggestion of death of Beall Gaither

To the Honorable Judges of said Court.

The complainants respectfully show:

That Beall Gaither was a defendant to the original bill of complaint filed in this case; that all his right, title, interest and estate in the lands mentioned in these proceedings were sold under the decree of this Court passed on the 26th February 1889, which sales were duly reported to and ratified by this Court; that said Beall Gaither was, therefore, only a nominal party defendant to the supplemental or amended bill; that two subpoenas issued for him to procure his appearance and answer to said bill have been returned "Non Est" and that a third subpoena for him has been returned "Mortuus est".

The complainants, therefore, pray leave to suggest the death of said defendant, and to proceed with the cause without making any new parties in his stead, as he had no interest in said land to devise, or to descend upon any other person. And as in duty &c.

James M. Munroe

Solcr. for Complts.

Filed Feby. 21st. 1891

REPLICATION

The plaintiffs join issue on the matters alleged in the Answers of the defendants filed in this cause,

So far as the same may be taken to deny or avoid the Allegations of the bill of Complaint.

James M. Munroe

Solcr. for Complts.

Filed Feby. 21st. 1891

Petition and order for leave to take testimony

To the Honorable Judges of said Court.

The plaintiffs in the above entitled cause respectfully show that the said cause is at issue, and they pray leave of the Court to proceed to take testimony to support the allegations of their bill of complaint. And as in duty &c.

James M. Munroe

Solcr. for Complts.

Ordered upon the foregoing petition this 20th day of February 1891 that leave be and it is hereby granted to the parties, plaintiffs and defendants, to this cause, to take testimony in this cause before either of the Standing Examiners of this Court.

Oliver Miller

Filed Feb. 20th 1891.

Petition for leave to amend supplemental Bill and for order of publication against unknown heirs.

The petition of Richard L. Kelly, Charles R. Winterson and Thomas Greenberry Gaither, plaintiffs, respectfully shows:

1. That their amended and supplemental bill was filed in this case on the 4th of October 1890 and that all proper parties as far as then known to your petitioner were made to said cause, and that said parties have been duly brought before this Court either by Summons, voluntary appearance on notice to non-resident defendants duly published; but it now appears that a certain George Forrester would, if living, be entitled to an interest in the lands mentioned in these proceedings, as one of the heirs at law of James F. Gaither, deceased; and it further appears that said George Forrester married some person to your petitioners unknown, and it is unknown to your petitioners whether or not the said Forrester be living or dead, or if living where he resides; or if dead, whether or not he left a widow or child or children, or what representatives he left; and your petitioners show that said Forrester or his representatives are or would be entitled to any interest in the lands mentioned in these proceedings as heir at law of a certain James F. Gaither, deceased, who would, if living, be a proper party to this suit. Your petitioners, therefore, pray the Court to grant an order of Publication against the unknown heirs of said James F. Gaither giving their notice of the substance of the Bill of Complaint filed in this case and the object of this suit and warning them to appear in this Court by some certain day to be therein named to answer the premises and show cause why the relief therein prayed should not be granted.

2. And your petitioners pray leave to amend their aforesaid supplemental Bill of Complaint, so as to allege therein the facts above set out as to the unknown heirs of James F. Gaither, deceased, and to pray for an order of publication against them.

And as in duty &c.

James M. Munroe

Filed May 18th. 1891 Solcr. for Complts.

Ordered this 19th day of May 1891 that leave be and it is hereby granted to the plaintiffs in the above entitled cause to amend their supplemental bill of Complaint as set out in the foregoing petition.

Jas. A. C. Bond

Filed May 19th. 1891.

ANSWER OF Ann Gaither.

The Answer of Ann Gaither to the Bill of Complaint in this cause filed against her respectfully shows:

1. That she is a daughter of James F. Gaither, deceased, and as such is entitled to a share of the proceeds of sale of the property in this cause decreed to be sold.

2. That she knows nothing of the matters and things set forth in the said Bill of Complaint; that she consents to the passage of the decree for the sale of the property as prayed and submits her rights to the protection of the Court.

And as in duty &c.

Test: Henry Duvall Ann Gaither (SEAL)

State of Maryland Baltimore City, Sct:

I hereby certify that on this 13th day of May in the year 1891 personally appeared before me the subscriber a Justice of the Peace of the State of Maryland in and for

Baltimore City the above named Ann Gaither and acknowledged the foregoing to be her Answer in Equity in the above entitled Cause.

Henry Duvall J.P.

Filed May 18th. 1891

Order of Publication against unknown heirs.

Eleanor Gaither versus Thomas Gaither and others

In the Circuit Court for Anne Arundel County No. 1064 Equity.

The object of this suit is to procure a decree for the sale of three tracts of land situated in Anne Arundel County, called, respectively, "Addition to Timber Ridge", "Support" and "Assent", lying and being in the Fifth Election District of said County, and consisting of about eighty-five acres. The bill states that in the year 1840 a certain Beall Gaither granted and conveyed to his three maiden daughters named respectively Eleanor Gaither, Susanna Gaither and Massa Ann Gaither, certain tracts of land called respectively, "Addition to Timber Ridge", "Support", "Assent","Addition to Weedy Glade", and "Plumbers Pasture", containing in all about two hundred and thirty acres of land; that the said Eleanor, Susanna, and Massa Ann sold and conveyed away the tracts of land called "Addition to Weedy Glade", and "Plumbers Pasture", leaving about eighty five acres of land; that the said Susanna and Massa Ann departed this life childless, unmarried and intestate, leaving their interest in the aforesaid eighty-five acres to their sister, the said Eleanor, their brothers Thomas and Beall Gaither, and the heirs of their deceased brother, William Gaither, who are Josephine Gaither, widow of Joseph Gaither, son of said William, and Josephine Gaither Jr. and Isabella Gaither, children of said Joseph Gaither, all of whom reside in Anne Arundel County, and the heirs of her deceased brother, James F. Gaither who are as far as known, Thomas Greenbury Gaither, Jeremiah Gaither and Ann Gaither, children of said James F. Gaither and Mary Forrester, and Charles Forrester, children of Sarah Jane Forrester, deceased daughter of said James F. Gaither; that a certain George Forrester, a son of said Sarah Jane Forrester married some person to the complainants unknown and it is unknown to complainants whether said George Forrester be living or dead; or if living where he resides; or if dead, whether he left a widow or children, or if said widow or children be living it is unknown to complainants who they are or where they reside: that Thomas Greenbury Gaither resides in Baltimore City; that it is not known whether the said Jeremiah and Ann Gaither, Mary and Charles Forrester are living or not, or, if living where they reside; that a part of the aforesaid eighty-five acres, consisting of about forty-four acres, is now held by Mr Richard S. Kelly, who holds the same as tenant in common with the heirs of said James F. Gaither; that the said Eleanor departed this life, unmarried and childless, but leaving a last will and testament, in which she devised her interest in the remaining forty-one acres of land to Josephine Gaither Josephine Gaither Jr., and Isabella Gaither, who now hold the said forty-one acres as tenants in common with the said heirs of said James F. Gaither deceased; that the aforesaid parties, the said Josephine Gaither, Jr., and Isabella Gaither, Mary Forrester and Charles Forrester are infants, under the age of twenty-one years, and the rest as far as known are adults; that the aforesaid tracts of land are not sus-

ceptible of partition without loss to the parties interested, and prays that the Court pass a decree for the sale of the property for partition: It is therefore ordered this 19th day of May in the year 1891, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County Maryland once in each of four successive weeks before the 27th day of June 1891, give notice to the unknown heirs of James F. Gaither, who, if living would be a proper party defendant to this suit, of the object and substance of said bill of complaint and thereby warning them to appear in this Court in person or by solicitor, or guardian ad litem as to infant defendants, on or before the 15th day of July 1891 to answer the premises and show cause, if any they have, why a decree should not pass as prayed.

Jas. A. C. Bond

Filed May 20th. 1891

Petition and order as to suit against admx. & surety of M. Bannon, late trustee.

To the Honorable, the Judges of said Court.

The petition of James M. Munroe respectfully shows:

That by the decree of this Court passed in the above entitled cause on 26 February 1889 Michael Bannon was appointed trustee with authority to sell certain real estate therein decreed to be sold. That he sold said real estate, received on account thereof thirteen hundred and sixty four dollars. That he never rendered any account of the said trust estate, and in July 1890 departed this life intestate. That N. Rufus Gill was surety on his trustee's bond in said case and letters of administration upon the estate of said Michael Bannon have been granted by the Orphans Court of Anne Arundel County to A. Evaline Bannon. That your petitioner has been appointed by this Court trustee of the aforesaid trust estate in place of said Michael Bannon, deceased.

That it is necessary to institute proceedings against the administratrix and surety of said Michael Bannon to recover the money due to said trust estate. Your petitioners, therefore, asks for the direction of the Court in the premises.

And as in duty &c.

James M. Munroe, Petitioner.

Filed May 20th. 1891

Ordered this 22nd day of May 1891 upon the foregoing petition that James M. Munroe trustee as within named, be and he is hereby authorized and directed to institute such proper proceedings as in his judgment may be deemed necessary and proper to protect the said trust estate and to recover the money due the same as in said petition alleged.

Jas. A. C. Bond

Filed May 22nd. 1891

Petition and order for appointment of Guardian ad litem to answer for unkown infant heirs.

To the Honorable the Judges of said Court:

The petition of Charles R. Winterson, one of the Complainants in this case, respectfully shows:

That a decree pro confesso has been passed against the unknown heirs of James F.

Gaither in this cause who are adults; but it does not appear whether said unknown heirs are adults or infants. Your petition therefor prays your honors to appoint a Guardian ad litem to answer for such of said unknown heirs of James F. Gaither as may be infants.

And as in duty &c.

James M. Munroe, for Petitioner

Filed July 22nd. 1891

Ordered this 22nd day of July 1891 that Frank H. Stockett Jr. be and he is hereby appointed Guardian ad litem to answer in the above entitled cause for the infant unknown heirs of the said James F. Gaither, deceased.

Filed July 22nd. 1891 Oliver Miller

To the Honorable the Judges.

The answer of the unknown infant heirs of James F. Gaither deceased by Frank H. Stockett Jr. Guardian ad litem respectfully shows:

That they are infants of tender years and can neither admit nor deny the allegation in the Bill of Complaint against them in this cause exhibited but submit their rights to the protection of the Court.

And as in duty &c

Frank H. Stockett, Jr.
Guardian ad Litem.

Decree Pro Confesso against unknown heirs July 22nd 1891

It appearing from the annexed Certificate of publication that the order of publication heretofore passed in this cause has been duly published and the parties therein described as the unknown heirs of James F. Gaither, deceased, having failed to appear and answer the Bill of Complaint and the Amended Bill of Complaint in this cause filed either in person or by solicitor, it is thereupon this 22nd day of July 1891 by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that said Amended Bill of Complaint be and it is hereby taken pro confesso against the adult unknown heirs of said James F. Gaither; and it is further ordered that any additional testimony that may be deemed necessary may be taken before one of the Standing Examiners of this Court in support of the allegations of the bill of complaint.

Oliver Miller

Filed July 22nd 1891

Annapolis, Md., July 21st 1891

This certifies that the annexed Order Publication in case Gaither et al vs Gaither et al. No. 1064, Circuit Court Anne Arundel County was published in the Maryland Republican a newspaper printed & published in the City of Annapolis, Anne Arundel County, Maryland, once in each of four successive seeks before the 27th day of June, 1891, the first insertion thereof being upon this 23rd day May, 1891.

George T. Melvin
one of the publishers Maryland Republican.

Filed July 22nd. 1891

For order of Publication see page 468 etc.

The plaintiffs join issue on the matters alleged in the Answer of Ann Gaither so far as the same may be taken to deny or avoid the allegations of the bill of complaint

James M. Munroe Solcr. for Complt.

Filed July 23rd. 1891

The plaintiffs join issue on the matters alleged in the answer of the unknown infant defendants, heirs of James F. Gaither, deceased, so far as the same may be taken to deny or avoid the allegations of the bill of Complaint.

James M. Munroe
Solcr. for Complts.

Filed July 22nd. 1891

List of plaintiff's witnesses to be summoned for Thursday, Feby. 26, 1891.
Wm. H. Downs, Thos. M. Cole, Dr. C. R. Winterson, Rich'd L. Kelly, Rufus H. Kelly, all of 5th Dist.

To James S. Armiger, Sheriff of Anne Arundel County, Greeting:

You are hereby directed to summon William H. Downs, Thomas M. Cole, Dr. C. R. Winterson, Richard L. Kelly and Rufus H. Kelley to appear before the undersigned, one of the examiners of the Circuit Court for Anne Arundel county, at the office of said Examiner, in the City of Annapolis, on the 11th day of March 1891, at 10:30 o'clock A.m., to testify in the above cause on behalf of the plaintiffs

And have you then and there this writ.

F. Eugene Wathen (SEAL)
Examiner.

TESTIMONY

Interrogatories to be propounded to the witnesses on the part of the plaintiff in the Case of Elenor Gaither vs. Thomas Gaither et al. No. 1064 Equity-

Int. 1- State your name, residence and occupation ?

2- Do you know the parties to this suit?

3- Did you know Joseph Gaither, if yea is he living or dead. If dead, when did he die?

4- Did he leave a widow, if so give her name and age

5- Did he leave any children, if so, how many, State their names and ages -

6- Did Joseph Gaither die seized and possessed of any real estate, if yea, state what interest he had in said real estate and who were the other parties in interest.

7- Is said real estate suceptible of advantageous partition, without loss or injury among the parties interested.

8- Would it be to the interest and advantage of all the parties interested and especially the infants, to have the said real estate sold and the proceeds divided?

9- Give your reasons?

10- Look at the plat now shown you and state if that represents the outlines if said real estate and its quantity, and then state what is its value and where it is situated?

The Examiner in accordance with an order of the Court passed on the 12th day of Feb-

ruary, 1889, proceeded to take testimony in the above cause, and in pursuance thereof met at the office of the Examiner in the City of Annapolis on Tuesday the said 12th day of February, when the following testimony was taken-

Thomas M. Cole- a witness of lawful age produced on the part of the plaintiff, being duly sworn, deposes and says

To Int 1.My name is Thomas M. Cole, I reside in the 5th district of Anne Arundel County. Am a farmer.

To Int. 2. I know them all-

To Int. 3. I knew him, he is dead, he died about the last part of November 1888-

To Int. 4. He did. Josephine Gaither, aged about 30 years.

To Int. 5. He left two children, Josephine and Isabella Gaither, who are minors, aged between twelve and fifteen years.

To Int. 6. All the interest he had was his father's William Gaither's interest, which was one eighth interest, the other parties are Elenor, who has five eighths interest, Beale Gaither and Thomas I. Gaither, who each had one eighths interest.

To Int. 7. I don't see how it could be divided at all. Any division would be a disadvantage to all parties.

To Int. 8. I think it would be to the interest of all -

To Int. 9. Because the property is too small to be divided and no party could make a living on any part if it is divided -

To Int. 10. It represents the lands and the quantity is 81 1/4 acres. It is situated in the 5th District of Anne Arundel County. I suppose it is worth $25 or $30 per acre-

To the general interrogatory by the Examiner, the witness answers "I do not, none whatever"

Thos M. Cole

William H. Downs a witness of lawful age produced on the part of the plaintiff being duly sworn, deposes and says

To Int. 1 My name is William H. Downs. I reside in the 5th Election District of Anne Arundel County Am a farmer.

To Int. 2. I know them all

To Int. 3. I knew him. He is dead, he died about the last part of November, 1888

To Int. 4. He did. Josephine Gaither, aged about 30 years.

To Int. 5. He left two children, Josephine and Isabella Gaither, who are minors, the eldest not being over fifteen years of age.

To Int. 6. All the interest he had was his fathers interest, which was one eighth interest. The other parties are Elenor who has five eighths interest and Beale and Thomas I. Gaither who each have one eighths interest-

To Int. 7. It cannot be divided. Any division would be disadvantageous to all parties.

To Int. 8. I think it would be to the interest of all -

To Int. 9. Because the property is too small to be divided and no person could make a living on any part of it if it is divided.

To Int. 10. It represents the land and the quantity is 81 1/4 acres. It is situated in the 5 Election District of Anne Arundel County. I think it is worth $25 or $30 per acre.

To the general interrogatory by the Examiner, the witness says that he knows nothing more.

Wm. H. Downs

N. A. Clark a witness of lawful age produced on the part of the plaintiff, being duly sworn, deposes and says-

To Int. 1. My name is N. A. Clark, I reside in the 5th Election District of Anne Arundel County Am a farmer.

To Int. 2. I know them all

To Int. 3. I knew him. He is dead. He died in the last part of November 1888.

To Int. 4. He did. Josephine Gaither, Aged about 30 years.

To Int. 5. He left two children, Josephine and Isabella Gaither, who are minors, The eldest not being over fifteen years of age

To Int. 6. The only interest he had was his father's which was one eighth interest The other parties are Elenor, who has five eighths interest, and Beale and Thomas I. Gaither, who each have one eighths interest

To Int. 7. It cannot be divided. Any division would result in loss and injury to all parties.

To Int. 8. I think it would be to the interest of all parties

To Int. 9. Because the property is too small to be divided. If it were divided among the parties, no one could make a living on any part.

To Int. 10. It represents the land and the quantity is 81 1/4 acres. It is situated in the 5th Election District of Anne Arundel County. I should say it is worth $25 or $30 per acre-

To the general interrogatory by the Examiner the witness answers that he knows nothing more -

N. A. Clark

The Solicitor for the plaintiff files with the Examiner the plat of the premises referred to in the testimony of the witnesses, and also files the deed of gift from Beale Gaither to Elenor Gaither, Susannah Gaither and Massa An_ Gaither, and also the deed from Susannah Gaither to Elenor Gaither and Massa An_ Gaither

There being no further testimony to be taken, the Examiner hereby closes the same and returns it into Court.

F. Eugene Wathen (SEAL)

Examiner-

In pursuance of an order of the Court passed in this cause the Examiner met at the office of James M. Munroe in the City of Annapolis on Wednesday, March 11th, 1891, when the following testimony was taken on behalf of the plaintiffs.

Dr. C. R. Winterson, a witness of lawful age produced on the part of the plaintiffs being duly sworn, deposes and says.

My name is Charles R. Winterson, I am a physician and have resided in the Fifth Election District for the past twenty years or more, and I am one of the plaintiffs in this case. I knew Eleanor Gaither and her two sisters Massa Ann and Susanna also her brother Thomas

J., the other brothers I did not know. William and James F. Gaither are dead a long time ago. As far as I know William left only one heir at law, whose name was Joseph Gaither said Joseph died in the fall of 1888 leaving a widow Josephine and two infant children, Isabella and Josephine Jr. James F. Gaither's heirs as far as I know are Thomas Greenberry Gaither, who lives in Baltimore City, Jeremiah Gaither and Ann Gaither who do not reside in the State of Maryland: and Mary Forrester and Charles Forrester, children of a deceased daughter Mary Jane, who do not reside in this State.

Int. 1. State as far as you know the source of the title to the lands mentioned in these proceedings and how that title has devolved upon the present owners of said land.

Ans.- This property was originally owned by old Beale Gaither, who by deed dated Oct. 24th, 1840 filed in this case marked Exhibit A. conveyed the lands to his three daughters, Susanna, Eleanor and Massa Ann (Plaintiffs here file said deed with the Examiner) The lands mentioned in that deed contained 235 acres, but they sold and conveyed away all of said land except about 85 acres, which is described in a plat thereof marked X. (Plaintiffs here file said plat) and on Jan. 30th, 1859 Susanna conveyed all her interest in said 85 acres to her two sisters Eleanor and Massa Ann by deed filed in this case and marked Exhibit B.(Plaintiffs here file said Exhibit B) in the year 1882 Massa Ann died childless, unmarried and intestate and her interest in said 85 acres namely one undivided one third thereof acquired under deed from her father and one undivided one sixth thereof acquired under deed from her sister, making in all one undivided one half descended in equal shares , 1st. To her sister Eleanor, who already owned the other undivided one half interest, 2nd. to her sister Susanna, 3rd To her brother Thomas. 4th.To her brother Beale, 5th. to the representatives of her deceased brother William, who are Josephine Gaither, widow of Joseph, and Josephine Jr. and Isabella, children of said Joseph. 6th To the heirs at law of James F. Gaither deceased, who are as far as known Thomas Greenberry Gaither, Jeremiah Gaither, Ann Gaither, children of said James F. and Mary and Charles Forrester, children of Sarah Jane Forrester, a deceased daughter of said James F. Gaither, Susanna Gaither being thus seized and possessed of one twelfth of the aforesaid land died in 1882, childless unmarried and intestate and her said interest in said lands descended to the surviving persons mentioned above. Under a decree of this Court passed 26th Feb. 1889 in this cause all the interest of Eleanor Gaither, Thomas Gaither, Beale Gaither and the heirs of William Gaither in and to one portion of said 85 acres of land namely a lot consisting of 44 acres and called Lot No. 2 on the plat filed in this case was sold by the Trustee in the Cause to Rufus H. Kelley, who received a deed therefore from the Trustee and the said Rufus afterward conveyed said land to Richard L. Kelley (Said lands are correctly described in Deeds now shown are marked Exhibit C. & D. (Plaintiffs here filed with the Examiner's Exhibit C. & D.)

Said sale was made on May 25th 1889 by Michael Bannon, Trustee and at the same time the said Trustee sold the remainder of said land designated as Lot No. 1 on the said plat, to Eleanor Gaither. The trustee did not exact from Eleanor Gaither the payment of the purchase money, because as seven twelfths of the purchase money of each lot was to come to her, it was thought that her share of the total proceeds would be suffi-

cient to pay the purchase money of her lot and the sales were accordingly reported to and ratified by this Court

On the 20 of July 1890 the said Eleanor Gaither died unmarried and childless but leaving a last will and testament, whereby all of her property was devised to the defendants Josephine Gaither, and her infant children Josephine and Isabella and the deponent was appointed Executor of said Eleanor with power to sell all the interest of said Eleanor in said land and to apply the proceeds of sale after the payment of debts and expenses to the use and benefit of said devisees as provided in said will, Exhibit E now shown me is a copy of said last will and testament (Plaintiffs here file Exhibit E.)

Int. 2. State whether or not the land now held in common by Richard L. Kelly and the heirs and representatives of James F. Gaither is susceptible of advantageous partition?

Ans. In my judgment the land cannot be advantageously divided, because the share which would be awarded to the heirs of James F. Gaither would be too small to be of any value or susceptible of any use. It will be therefore, necessary to sell the land for partition and I would say the same of the land held by the devisees of Eleanor Gaither and the heirs of James F. Gaither, and, therefore, it would be necessary to sell both of said lots again

Int. 3. What, if any personal property, said Eleanor Gaither left and whether or not any letters of administration have been granted upon her estate?

Ans. She left little or no personal property and of such small value that it would not pay the costs of administering upon it.

Int. 4. State where the defendants reside as far as you know?

Ans. Thomas Gaither, Josephine Gaither, Isabella Gaither and Josephine Gaither, Jr. reside in Anne Arundel County, Beale Gaither formerly resided in Baltimore County. He is now dead, died in the fall of 1890. Jeremiah Gaither, Ann Gaither, Charles Forrester and Mary Forrester I never knew personally, but have always understood that they lived out of the State. Frequent efforts made to find them within the State have been unsuccessful.

To the interrogatory by the Examiner the witness Answers I think I have fully testified.

C. R. Winterson

Thomas M. Cole, a witness of lawful age being duly sworn, deposes and says.

My name is Thomas M. Cole, I am a County Commissioner of Anne Arundel County. Have lived in the Fifth District all my life. My lands adjoin the lands mentioned in these proceedings, I knew Eleanor, Massa Ann and Susanna Gaither and Beale Gaither, William Gaither and James F. Gaither, all of whom are dead. Thomas J. Gaither is the only child of old man Beale Gaither now living. William Gaither left only one heir at law whose name was Joseph Gaither, said Joseph died in the fall of 1888 leaving a widow Josephine and two infant children, Isabella and Josephine, Jr. The only one of the heirs of James F. Gaither whom I know personally is Thomas Greenberry Gaither, now living at 324 South Stricker Street, Baltimore. I knew Jeremiah Gaither when he was a boy, but after that I lost sight of him and have never seen or heard of him since. Ann Gaither and Sarah Jane Forrester whether living or dead or Mary and Charles Forrester, I knew nothing about

Int. 1. State as far as you know the source of the title to the lands mentioned in these proceedings and how that title has devolved upon the present owners of said land.

Ans. This property was originally owned by old Beale Gaither, who by deed dated Oct.

24th, 1840 filed in this case, marked Exhibit A. conveyed the lands to his three daughters, Susanna, Eleanor and Massa Ann The lands mentioned in that deed contained 235 acres, but they sold and conveyed away all of said land except about 85 acres, which is described in a plat thereof marked X filed in this case and on Jan. 30th, 1859 Susanna conveyed all her interest in said 85 acres to her two sisters Eleanor and Massa Ann by deed filed in this case and marked Exhibit B. In the year 1882 Massa Ann died childless, unmarried and intestate and her interest in said 85 acres, namely one undivided one third thereof acquired under deed from her father and one undivided one sixth thereof acquired under deed from her sister, making in all one undivided one half, descended in equal shares 1st to her sister Eleanor, who already owned the other undivided one half interest, 2nd. to her sister Susanna. 3rd to her brother Thomas 4th to her brother Beale 5th to the representatives of her deceased brother William, who are Josephine Gaither, widow of Joseph and Josephine Jr. and Isabella, children of said Joseph. 6th to the heirs at law of James F. Gaither, deceased, who as far as known are Thomas Greenberry Gaither, Jeremiah Gaither, and Ann Gaither children of said James F. and Mary and Charles Forrester children of Sarah Jane Forrester, a deceased daughter of said James F. Gaither, Susanna Gaither being there seized and possessed of one-twelfth of the aforesaid land died in 1882, childless, unmarried and intestate and her said interest in said lands descended to the surviving persons mentioned above. Under a decree of this Court passed on Feb. 26th 1889 in this case all the interest of Eleanor Gaither, Thomas Gaither, Beale Gaither and the heirs of William Gaither in and to one portion of said 85 acres of land, namely a lot consisting of 44 acres and called Lot No. 2 on the plat filed in this case was sold by the Trustee in the cause to Rufus H. Kelley who received a deed therefor from the Trustee, and the said Rufus afterwards conveyed said land to Richard L. Kelly, said lands are correctly described in deeds now shown me marked Exhibits C & D. Said sale was made on May 25th 1889 by Michael Bannon, Trustee and at the same time the said Trustee sold the remainder of said land designated as Lot No. 1 on the said plat to Eleanor Gaither. The Trustee did not exact from Eleanor Gaither the payment of the purchase money, because as seven twelfths of the purchase money of each lot was to come to her it was thought that her share of the total proceeds would be sufficient to pay the purchase money of her lot, and the sales were accordingly reported to and ratified by the Court. On the 20th of July 1890 the said Eleanor Gaither Gaither died unmarried and childless, but leaving a last will and testament whereby all of her property was devised to the defendants Josephine Gaither and her infant children Josephine and Isabella and Dr. C. R. Winterson was appointed Executor of said Eleanor with power to sell all the interest of said Eleanor in said land and to apply the proceeds of sale after the payment of debts and expenses to the use and benefit of said devisees as provided in said will Exhibit E now shown me is a copy of of said last will and testament.

Int. 2. State whether or not the land now held in common by Richard L. Kelley and the heirs and representatives of James F. Gaither is susceptible of advantageous partition?

Ans. In my judgment the land cannot be advantageously divided, because the share which would be awarded to the heirs of James F. Gaither would be too small to be of any value

or susceptible of any use. It will be, therefore, necessary to sell the land for partition and I would say the same of the lands held by the devisees of Eleanor Gaither and the heirs of James F. Gaither, and, therefore, it would be necessary to sell both of said lots again. I suppose the land is worth $25 or $30 per acre.

Int. 3. What, if any personal property did the said Eleanor Gaither leave, and state whether or not any letters of administration have been granted upon her estate?

Ans. She left little or no personal property and of such small value that it would not pay the costs of administering upon it

Int. 1. State where the defendants reside as far as you know?

Ans. Thomas Gaither, Josephine Gaither, Isabella and Josephine Gaither, Jr. reside in Anne Arundel County. Beale Gaither formerly resided in Baltimore County. He is now dead, died in the fall of 1890. Jeremiah Gaither, I only knew as a boy, Ann Gaither, Charles Forrester and Mary Forrester, I never knew personally, but have always understood that they lived out of the State Frequent efforts made to find them in the State have proved unsuccessful

To the interrogatory by the Examiner the witness answers The aforegoing parties are all the parties interested in the lands mentioned in these proceedings as far as I know. When I testified in this case before on the 12th of February 1889 I entirely overlooked and forgot James F. Gaither as a child of old Beale Gaither, but I mentioned the fact a week afterwards to Mr. Bannon, the Trustee, in the presence of William H. Downs Esq., in the City of Annapolis, but no opportunity was ever offered me to correct my testimony until now.

Thos. M. Cole

William H. Downs, a witness of lawful age, being duly sworn deposes and says.

My name is William H. Downs, I am a Judge of the Orphans Court of Anne Arundel County Have resided in the Fifth Election District all my life. near the lands mentioned in these proceedings, I knew Eleanor, Massa Ann and Susanna Gaither and Beale Gaither, William Gaither and James F. Gaither, all of whom are dead.Thomas J. Gaither is the only child of old man Beale Gaither now living. William Gaither left only one heir at law whose name was Joseph Gaither, said Joseph died in the fall of 1888 leaving a widow Josephine, and two infant children, Isabella and Josephine, Jr. The only one of the heirs at law of James F. Gaither whom I know personally is Thomas Greenberry Gaither now living at 324 South Stricker Street, Baltimore. I knew Jeremiah Gaither when he was a boy, but after that I lost sight of him and have never seen or heard of him since. Ann Gaither and Sarah Jane Forrester, whether living or dead and Mary and Charles Forrester, I knew nothing about.

Int. 1. State as far as you know the source of the title to the lands mentioned in these proceedings and how that title has devolved upon the present owners of said land.

Ans. This property was originally owned by old Beale Gaither, who by deed dated Oct. 24th 1840 filed in this cause, marked Exhibit A, conveyed the lands to his three daughters, Susanna, Eleanor and Massa Ann. The lands mentioned in that deed contained 235 acres, but they sold and conveyed away all of said lands except about 85 acres, which is described in a plat thereof marked X filed in this case, and on Jan. 30th, 1859 Susanna

conveyed all her interest in said 85 acres to her two sisters Eleanor and Massa Ann by deed filed in this case and marked Exhibit B. in the year 1882 Massa Ann died childless, unmarried and intestate and her interest in said 85 acres, namely one undivided one third thereof acquired under deed from her father and one undivided one sixth thereof acquired under deed from her sister, making in all one undivided one half, descended in equal shares.

1st To her sister Eleanor, who already owned the other undivided one half interest. 2nd. To her sister Susanna. 3rd To her brother Thomas. 4th To her brother Beale. 5th To the representatives of her deceased brother William, who are Josephine Gaither, widow of Joseph and Josephine Jr. and Isabella, children of said Joseph. 6th To the heirs at law of James F. Gaither, deceased, who as far as known are Thomas Greenberry Gaither, Jeremiah Gaither and Ann Gaither, children of said James F. and Mary and Charles Forrester children of Sarah Jane Forrester a deceased daughter of said James F. Gaither.Susanna Gaither being thus seized and possessed of one twelfth of the aforesaid land died in 1882, childless, unmarried and intestate and her said interest in said lands described to the surviving persons mentioned above. Under a decree of this Court passed on Feb. 26th 1889 in this case all the interest of Eleanor Gaither, Thomas Gaither, Beale Gaither and the heirs of William Gaither in and to one portion of said 85 acres of land, namely a lot consisting of 44 acres and called Lot No. 2 on the plat filed in this cause was sold by the Trustee in the cause to Rufus H. Kelley, who received a deed therefor from the Trustee, and the said Rufus afterwards conveyed said land to Richard L. Kelley. Said lands are correctly described in deeds now shown me marked Exhibits C.& D. Said sale was made on May 26th 1889 by Michael Bannon, Trustee, and at the same time the said Trustee sold the remainder of said land designated as Lot No. 1 on the said plat to Eleanor Gaither. The Trustee did not exact from Eleanor Gaither the payment of the purchase money, because as seventh twelfths of the purchase money of each lot was to come to her it was thought that her share of the total proceeds would be sufficient to pay the purchase money of her lot, and the sales were accordingly reported to and ratified by the Court. On the 20th of July 1890 the said Eleanor Gaither died unmarried and childless, but leaving a last will and testament whereby all of her property was devised to the defendants Josephine Gaither and her infant children Josephine and Isabella and Dr. C. R. Winterson was appointed Executor of said Eleanor with power to sell all the interest of said Eleanor in said land and to apply the proceeds of sale after the payment of debts and expenses to the use and benefit of said devisees as provided in said will. Exhibit E now shown me is a copy of said will.

Int. 2. State whether or not the land now held in common by Richard L. Kelley and the heirs and representatives of James F. Gaither is susceptible of advantageous partition.

Ans. In my judgment the land cannot be advantageously divided, because the share which would be awarded to the heirs of James F. Gaither would be too small to be of any value or susceptible of any use. It will be necessary to sell the land for partition and I would say the same of the lands held by the devisees of Eleanor F. Gaither and the heirs of James F. Gaither, and it would be necessary to sell both of said lots again.

I think the land is worth $25. or $30 per acre.

Int. 3. What, if any, personal property did the said Eleanor Gaither leave and State whether or not any letters of administration have been granted upon her estate?

Ans. She left little on no personal property and of such small value that it would not pay the costs of administering upon it.

Int. 4. State where the defendants reside as far as you know?

Ans. Thomas Gaither, Josephine Gaither, Isabella and Josephine Gaither, Jr. resides in Anne Arundel County, Beale Gaither formerly resides in Baltimore County, He is now dead died in the fall of 1890. Jeremiah Gaither, I only knew as a boy,Ann Gaither, Charles Forrester and Mary Forrester, I never knew personally, but have always understood that they lived out of the State

To the interrogatories by the Examiner the witness answers. When I testified in this case before on the 12th of Feb. 1889, I entirely overlooked and forgot James F. Gaither, but Mr. Cole mentioned the fact of our oversight to Mr. Bannon a week afterwards in my presence in the City of Annapolis, but no opportunity was ever offered me to correct my testimony until now.

Wm. H. Downs

Rufus H. Kelley, a witness of lawful age being duly sworn, deposes and says.

My name is Rufus H. Kelley, I reside in the Fifth Election District of Anne Arundel County, Have resided there all my life. On the 25th of May 1889 I went to Harmans Station on the Baltimore and Potomac Railroad where the property mentioned in these proceedings was sold by Michael Bannon, Trustee. I became the purchaser of Lot No. 2 and am the same Rufus H. Kelley mentioned in the Trustees report of sales I bought this property for my brother Richard L. Kelley, but I did not mention the fact to the Trustee until after the sale had been ratified by the Court. My brother Richard L. Kelly on July 26th, 1889 at Mr. Bannon's office in the City of Baltimore paid to him as Trustee, $1364. as the purchase money of said Lot No. 2 so sold by Bannon to me and the deeds for said land from Bannon to me and from me to my brother were then executed at the times indicated by their respective dates, the one on July 26th 1889 and the other on September 21st. 1889, Exhibits C & D. filed in this case are copies of said deeds I have no knowledge of the family relationship of the Gaithers to enable me to testify with any certainly as to the devolution of the property, but I do know that Mr. Bannon, the Trustee, assured me and my brother that the title to said property was alright, and the property was bought and the money paid in the belief that the purchaser was getting a fee simple title to the whole of Lot No. 2.

To the interrogatory by the Examiner the witness answers. I have stated all I know.

Rufus H. Kelly

Richard L. Kelly, a witness of lawful age, being duly sworn, deposes and says.

My name is Richard L. Kelley, I have resided in the Fifth Election District of Anne Arundel County all my life. I went with my brother to Harman's Station on the 25th of May 1889. Where the property mentioned in these proceedings was sold by Mr. Bannon, Trustee, and my brother bid in Lot No. 2 for me at my request for the sum of $1364.00.

The sale was reported in the name of my brother as stated by him and so ratified and on July 26th, 1889 I went with my brother to Baltimore and in Mr. Bannon's office there paid him $1364. the purchase money of said land, and a deed therefor was executed from Mr. Bannon to my brother and afterwards from my brother to me, the papers marked Exhibit C. & D. filed in this case are copies of said deeds Mr. Bannon assured us that the title to said Lot No. 2 was alright and the land was bought and the money paid in the belief that a fee simple title to said Lot No. 2 was secure.

To the interrogatory by the Examiner the witness answers I have stated all I know.

Richard L. Kelly

Thomas Greenberry Gaither, a witness of lawful age, being duly sworn deposes and says -

My name is Thomas Greenberry Gaither. I reside in the City of Baltimore at 342 South Stricker Street. I am a son of James F. Gaither and am one of the plaintiffs in this suit. My father's other children were Jeremiah Gaither, who now resides in Springfield, Ohio and who has not been in Maryland for eight or ten years.
A maiden sister Ann Gaither who lives in the City of Baltimore and Sarah Jane Gaither, who married Joshua Forrester. They are both dead. They left, three children, George, Charles and Mary. George married and died. I do not know whether he left any children or not, nor do I know where his widow resides. I believe that Charles and Mary are living, though I have not been able to ascertain where they live, This is about all I know in this case.

Thos. G. Gaither

Upon the passage of a decree pro confesso against certain adult unknown defendants in this case, and the filing of the answer of the unknown infant defendants by guardian ad litem, pursuant to the order of the Court the Examiner met at his office in the City of Annapolis on Tuesday July 28th, 1891, when the following additional testimony was taken

Thomas M. Cole, a witness of lawful age, being duly sworn, deposes and says -

My name is Thomas M. Cole. I am a County Commissioner of Anne Arundel County. Have lived in the Fifth Election District of said County all my life. My lands adjoin the lands mentioned in these proceedings. I knew Eleanor, Massa Ann and Susanna Gaither and Beale Gaither, William Gaither and James F. Gaither, all of whom are dead. Thomas J. Gaither is the only child of old man Beale Gaither now living. William Gaither left only one heir at law who name was Joseph Gaither, said Joseph died in the fall of 1888 leaving a widow, Josephine and two infant children Isabella and Josephine, Jr. The only one of the heirs of James F. Gaither whom I know personally is Thomas Greenberry Gaither now living at 324 South Stricker Street, Baltimore, I knew Jeremiah Gaither when he was a boy and I am informed that he now lives in Springfield, Ohio. Anne Gaither now lives in Baltimore City and has filed her answer in this case. Sarah Jane Gaither married Joshua Forrester. Both are dead. They left three children George, Charles and Mary. George married and died. I don't know whether he left widow or children, or if there be

any such living where they reside, but have always understood that George, Mary and Charles, when living, lived out of the State of Maryland. Several efforts have been made to find them in the State, but without success.

Int. 1. State as far as you know the source of the title to the lands mentioned in these proceedings and how that title has devolved upon the present owners of said land?

Ans. - This property was originally owned by old Beale Gaither, who by deed dated Oct. 24th, 1840, filed in this case marked Exhibit A. conveyed the lands to his three daughters, Susanna, Eleanor and Massa Ann. The lands mentioned in that deed contained 235 acres, but they sold and conveyed away all of said land except about 85 acres, which is described in a plat thereof marked X filed in this case, And on Jan. 30th, 1859, Susanna conveyed all her interest in said 85 acres to her two sisters Eleanor and Massa Ann by deed filed in this case and marked Exhibit B. In the year 1882 Massa Ann died, childless, unmarried and intestate and her interest in said 85 acres, namely one undivided one third therof acquired under deed from her father and one undivided one sixth thereof acquired under deed from her sister, making in all one undivided one half, descended in equal shares 1st To her sister Eleanor, who already owned the other undivided one half interest. 2nd. To her sister Susanna 3rd. To her brother Thomas. 4th. To her brother Beale, 5th. To the representatives of her deceased brother William, who are Josephine Gaither widow of Joseph, and Josephine Jr. and Isabella, children of said Joseph. 6th. To the heirs at law of James F. Gaither, deceased, who are as far as known Thomas Greenberry Gaither, Jeremiah Gaither and Ann Gaither, children of said James F. Gaither and George, Mary and Charles Forrester, children of Sarah Jane Forrester, a deceased daughter of said James F. Gaither. Susanna Gaither, being thus seized and possessed of one twelfth of the aforesaid land died in 1882, childless, unmarried and intestate and her said interest in said lands descended to the surviving persons mentioned above. Under a decree of this Court passed in Feb. 26th 1889 in this case all the interest of Eleanor Gaither, Thomas Gaither, Beale Gaither and the heirs of William Gaither in and to one portion of said 85 acres of land, namely a lot consisting of 44 acres and called lot No. 2 on the plat filed in this case was sold by the Trustee in the cause to Rufus H. Kelley who received a deed therefor from the Trustee and the said Rufus afterwards conveyed said land to Richard L. Kelley. Said lands are correctly described in deeds now shown me marked Exhibits C & D. Said sale was made on May 25th, 1889 by Michael Bannon, Trustee, and at the same time the said Trustee sold the remainder of said land designated as Lot No. 1, on the said plat to Eleanor Gaither. The Trustee did not exact from Eleanor Gaither the payment of the purchase money, because as seven twelfths of the purchase money of each lot was to come to her, it was thought that her share of the total proceeds would be sufficient to pay the purchase money of her lot, and the sales were accordingly reported to and ratified by the Court. On the 20th of July 1890 the said Eleanor Gaither died unmarried and childless, but leaving a last will and testament whereby all of her property was devised to the defendants Josephine Gaither and her infant children Josephine and Isabella and Dr. C. R. Winterson was appointed executor of said Eleanor with power to sell all the interest of said Eleanor in said land, and to apply the proceeds of sale after the payment of debts and expenses to the use and benefit of said devisees as provided in said will. Exhibit E now shown me is a

copy of said last will and testament.

Int. 2. State whether or not the land now held in common by Richard L. Kelley and the heirs and representatives of James L. Gaither is susceptible of advantageous partition?

Ans- In my judgment the land cannot be advantageously divided, because the share which would be awarded to the heirs of James F. Gaither would be too small to be of any value or susceptible of any use. It will be, therefore, necessary to sell the land for partition and I would say the same of the lands held by the devisees of Eleanor Gaither and the heirs of James F. Gaither, and, therefore; it would be necessary to sell both of said lots again. I suppose the land is worth $3 or $30 per acre.

Int. 3. What, if any, personal property did the said Eleanor Gaither leave, and State whether or not any letters of administration have been granted upon her estate?

Ans. She left little or no personal property, and of such small value that it would not pay the costs of administering upon it.

Int. 4. State where the defendants reside as far as you know?

Ans. Thomas Gaither, Josephine Gaither, Isabella Gaither and Josephine Gaither,Jr. reside in Anne Arundel County. Beale Gaither formerly resided in Baltimore City. He is now dead, died in the fall of 1890. Jeremiah Gaither, I am informed, lives in Springfield, Ohio, and Ann Gaither in Baltimore City. George, Charles and Mary Forrester, I never knew personally, but have always understood that they lived out of the State. Frequent efforts to find them in the State have proven unsuccessful.

To the interrogatory by the Examiner the witness answers that he knows nothing further.

Thos. M. Cole

William H. Downs, a witness of lawful age, being duly sworn, deposes and says- My name is William H. Downs, I am a judge of the Orphans' Court of Anne Arundel County, Have resided in the Fifth Election District all my life near the lands mentioned in these proceedings. I knew Eleanor, Massa Ann and Susanna Gaither, Beale Gaither, William Gaither and James F. Gaither, all of whom are dead. Thomas J. Gaither is the only child of old man Beale Gaither now living. William Gaither left only one heir at law whose name was Joseph Gaither, said Joseph died in the fall of 1888, leaving a widow, Josephine, and two infant children, Isabella and Josephine, Jr. The only one of the heirs at law of James F. Gaither whom I know personally is Thomas Greenberry Gaither now living at 324 South Stricker Street, Baltimore. I knew Jeremiah Gaither when he was a boy and I am informed that he now lives in Springfield, Ohio. Anne Gaither now lives in Baltimore and has filed her answer in this case. Sarah Jane Gaither married Joshua Forrester. Both are dead. They left three children, George, Charles and Mary. George married and died, I don't know whether he left a widow or children, or if there be any such living where they reside, but have always understood that George, Charles and Mary, when living, lived out of the State of Maryland. Several efforts have been made to find them in the State, but without success,

Int. 1. State as far as you know the source of the title to the lands mentioned in these proceedings and how that title has devolved upon the present owners of said land?

Ans. This property was originally owned by old Beale Gaither who by deed dated Oct. 24th, 1840, filed in this case marked Exhibit A, conveyed the lands to his three daughters, Susanna, Eleanor and Massa Ann. The lands mentioned in that deed contained 235 acres, but they sold and conveyed away all of said land except about 85 acres, which is described in a plat thereof marked X filed in this case. And on Jan. 30th, 1859, Susanna conveyed all her interest in said 85 acres to her two sisters, Eleanor and Massa Ann, by deed filed in this case and marked Exhibit B. In the year 1882 Massa Ann died, childless, unmarried and intestate, and her interest in said 85 acres, namely one undivided one third thereof acquired under deed from her father and one undivided one sixth thereof acquired under deed from her sister, making in all one undivided one half, descended in equal shares, 1st To her sister Eleanor, who already owned the other undivided one half interest. 2nd. To her sister Susanna. 3rd To her brother Thomas. 4th To her brother Beale. 5th To the representatives of her deceased brother William, who are Josephine Gaither, widow of Joseph, and Josephine, Jr. and Isabella, children of said Joseph. 6th To the heirs at law of James F. Gaither, deceased, who are as far as known Thomas Greenberry Gaither, Jeremiah Gaither and Ann Gaither, children of said James F. Gaither, and George, Mary and Charles Forrester, children of Sarah Jane Forrester, a deceased daughter of said James F. Gaither. Susanna Gaither, being thus seized and possessed of one twelfth of the aforesaid land, died in 1882, childless, unmarried and intestate and her said interest in said lands descended to the surviving persons mentioned above. Under a decree of this Court passed on Feb. 26th, 1889 in this case all the interest of Eleanor Gaither, Thomas Gaither, Beale Gaither and the heirs of William Gaither in and to one portion of said 85 acres of land, namely a lot consisting of 44 acres and called Lot No. 2 on the plat filed in this case was sold by the Trustee in the cause to Rufus H. Kelley, who received a deed therefor from the Trustee, and the said Rufus afterwards conveyed said land to Richard L. Kelley. Said lands are correctly described in deeds now shown me marked Exhibits C. & D. Said sale was made on May 25th 1889 by Michael Bannon, Trustee, and at the same time the said Trustee sold the remainder of said land, designated as Lot No. 1 on the plat to Eleanor Gaither. The Trustee did not exact from Eleanor Gaither the payment of the purchase money, because as seven twelfths of the purchase money of each lot was to come to her, it was thought that her share of the total proceeds would be sufficient to pay the purchase money of her lot, and the sales were accordingly reported to and ratified by the Court. On the 20th of July 1890 the said Eleanor Gaither died unmarried and childless, but leaving a last will and testament whereby all of her property was devised to the defendants Josephine Gaither and her infant children Josephine and Isabella, and Dr. C. R. Winterson was appointed executor of said Eleanor with power to sell all the interest of said Eleanor in said land, and to apply the proceeds of sale after the payment of debts and expenses to the use and benefit of said devisees as provided in said will. Exhibit E, now shown me, is a copy of said last will and testament.

Int. 2. State whether or not the land now held in common by Richard L. Kelley and the heirs and representatives of James F. Gaither is susceptible of advantageous partition?

Ans. In my judgment the land cannot be advantageously divided, because the share which would be awarded to the heirs of James F. Gaither would be too small to be of any

value or susceptible of any use. It will be, therefore, necessary to sell the land for partition, and I would say the same of the lands held by the devisees of Eleanor Gaither and the heirs of James F. Gaither, and therefore, it would be necessary to sell both of said lots again. I suppose the land is worth $25 or $30 per acre.

Int. 3. What, if any, personal property did the said Eleanor Gaither leave, and state whether or not any letters of administration have been granted upon her estate?

Ans. She left little or no personal property, and of such small value that it would not pay the costs of administering upon it.

Int. 4. State where the defendants reside as far as you know?

Ans. Thomas Gaither, Josephine Gaither, Isabella Gaither and Josephine Gaither,Jr. reside in Anne Arundel County. Beale Gaither formerly resided in Baltimore City. He is now dead, died in the fall of 1890. Jeremiah Gaither, I am informed, lives in Springfield, Ohio, and Ann Gaither in Baltimore City.

George, Charles and Mary Forrester, I never knew personally, but I have always understood that they lived out of the State.

Frequent efforts to find them in the State have proved unsuccessful.

To the interrogatory by the Examiner the witness answers that he knows nothing further.

Wm. H. Downs

There being no further testimony to be taken in this case, the Examiner hereby closes the same and returns it into Court

F. Eugene Wathen (SEAL)
Examiner.

Filed July 28th. 1891

DECREE

Eleanor Gaither
vs.
Thomas Gaither

No. 1064 Equity.
In the Circuit Court for
Anne Arundel County.

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

It is thereupon this twenty-sixth day of August in the year Eighteen hundred and ninety-one, by the Circuit Court for Anne Arundel County, in Equity adjudged, ordered and decreed that the property mentioned in these proceedings be sold, that James M.Munroe 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 this Court or the Clerk thereof in the penalty of Four 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 said sale having first given at least three weeks notice by advertizement inserted in some newspaper published in Anne Arundel County of the time, place, manner and terms of sale, which terms shall be as follows: one half cash on day of sale or final ratification thereof, balance in one year or all cash at option of purchaser; deferred payment to bear interest from day of sale, and to be secured by note of purchaser

or purchasers with surety or sureties to satisfaction of 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 affidavit annexed of the truth thereof and the fairness of such sale, and on obtaining the Courts ratification of such sale and 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, her or their heirs, the property so sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendant and of all persons claiming by, from or under them or either of them. And the said trustee shall bring into this Court the money arising from such sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the trustee as the Court shall think proper to allow in consideration of the skill, fidelity and attention wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale the trustee is directed to give notice to the creditors of Eleanor Gaither, Susanna Gaither and Massa Ann Gaither, deceased, to file their claims with the vouchers thereof, with the Clerk of the Circuit Court for Anne Arundel County within thirty days after the day of sale.

I. Thomas Jones

Filed August 26th. 1891

Claim of Thos. J. Gaither.

The Estates of Susanna Eleanor & Massey Ann Gaither

	Dr.	Cr.
To Thos. J. Gaither		
To 33 Year Service at $25.00 per year	$825.00	
from 1849 to 1882		100.00
By Cash		

State of Maryland, Anne Arundel County Sct:

On this 15th day of September, 1891 before the Subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Thomas J. Gaither and made oath on the Holy Evangely of Almighty God that the foregoing account is just and true, and that he hath received no part of the money stated to be due, or any security or satisfaction for the same, except what is credited, And the Services charged were rendered by him to each of his three sisters equally and that their respective Estates owe said Amount, above stated to him in equal parts

(NOTARIAL SEAL) J. Roland Brady

Notary Public.

The devisees of Eleanor Gaither deceased the heirs of Beale Gaither, deceased & the heirs of William and James Gaither rely upon & plead the Statute of Limitations as a Complete bar to this claim, of which they demand full proof.

Jas. M. Munroe

Solcr. for the parties.

Filed Sept. 17" 1891

TRUSTEE'S BOND.

Know all men by these presents that we James M. Munroe, Mary Chase Munroe and James Munroe are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand Dollars, current money, 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 and administrators, firmly by these presents, sealed with our seals and dated this 28th day of September 1891.

Whereas by a decree of the Circuit Court for Anne Arundel County, in Equity, passed in a cause in said Court depending wherein Eleanor Gaither et al. were complainants and Thomas Gaither et al were defendants, (No. 1064 Equity) and passed on the 26th day of August 1891, the above bound James M. Munroe was appointed trustee to sell the real estate decreed to be sold;

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

James M. Munroe (SEAL)
Mary Chase Munroe (SEAL)
James Munroe (SEAL)

Filed & approved Sept. 28th. 1891

Trustee's report of Sales and order nisi thereon.

To the Honorable, The Judges of said Court,

The report of James M. Munroe, Trustee in the above entitled cause respectfully shows: that having filed his bond with approved security as required by the order of this Court but the penalty of said bond being by inadvertence made smaller than required by said order your trustee has since filed an additional bond in the penalty of four thousand dollars as required by the decree of this Cout passed on the 26th day of August 1891 and having given due notice of the time, place, manner and terms of sale for more than three weeks before said sale by handbills decreed and by publication in the Maryland Republican a newspaper published weekly in Anne Arundel County, he did attend in person, pursuant to said notice, at Harman's Station on the Baltimore and Potomac railroad in the Fifth Election District of said county and then in the presence of a number of persons did offer to public sale at auction the property decreed to be sold, and sold the same as follows: viz:

1st. The lot containing forty four acres of land your trustee sold to Richard L. Kelly for the sum of thirty one dollars per acre, or $1364.--

2nd. The lot containing forty one and one quarter acres of land, your trustee sold for the sum of thirty four dollars per acre, or $1402.50 to the same purchaser, Richard L. Kelly.

The said Richard L. Kelly was the highest bidder for said property and the said prices were, in the judgment of your trustee, fair prices for said land,

All of which is respectfully submitted.

James M. Munroe, Trustee

State of Maryland, Anne Arundel Co.

I hereby certify that on this 28th day of September 1891 before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared above named James M. Munroe and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that said sales were fairly made.

Thos. Basil J.P.

ORDER NISI

Ordered by the Circuit Court for Anne Arundel County in Equity this 28th day of September 1891 that the within reported sales of the real estate decreed to be sold by the decree of this Court passed on the 26th day of August 1891 in the case of Eleanor Gaither et al. vs. Thomas Gaither et al, No. 1064 Equity, and made by James M. Munroe, Trustee, on the 23rd September 1891 be ratified and confirmed, unless cause to the contrary thereof be shown on or before the first day of November next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County at least once a week for three successive weeks before the said first day of November next. The report states the amount of sales to be $2766.50

Sprigg Harwood Clerk.

Filed September 28th. 1891.

Annapolis, Md., Nov. 9th 1891.

I hereby certify that the accompanying Order Nisi inserted in The Anne Arundel Republican, a weekly newspaper published in Annapolis, once in each of three successive weeks before November 1, 1891.

W. Meade Holladay
Agt. for Publisher.

Filed November 10th. 1891

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 10th day of November 1891 that the within reported sales be 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.

I. Thomas Jones

Filed Nov. 10th. 1891

Petition of James M. Munroe for a fee.

To the Honorable, The Judge of said Court.

The petition of James M. Munroe respectfully shows:-

1. That in the year 1886 Michael Bannon, Solicitor of this Court, since deceased, filed in this Court a bill for the sale of certain real estate situate in Anne Arundel County, filing therewith certain exhibits, prosecuted the case to decree for sale and sold the property mentioned in these proceedings in two parcels, viz - Lot No. 1 containing 41¼ acres to Eleanor Gaither for $1443.75; and Lot No. 2, containing 44 acres to Rufus H. Kelly for $1364. The said Bannon did not collect any part of the purchase money for the portion sold to Eleanor Gaither, because it was supposed that her share of the

proceeds of sale of the two parcels would be nearly sufficient to pay for the lot purchased by her; but said trustee did collect the whole of the purchase money for the lot sold to Rufus H. Kelly; and said sales having been ratified by this Court, the said Bannon conveyed said lot No. 2 to the purchaser, Rufus H. Kelly, who afterward conveyed the same to the present owner thereof, Richard L. Kelly.

2. That up to the time of the death of said Bannon, (about the month of June 1890) no auditors account in the case had ever been stated, nor had the fund been disbursed by the trustee, and the creditors of the said estate and the heirs at law interested in the estate were clamorous for the payment of their claims and shares of said estate, which up to the time of the death of said Bannon had never been paid.

3. That your petitioner was employed by the present owner of said Lot No. 2, Richard L. Kelly, and certain creditors of said estate and some of the heirs at law to examine into the case, to become trustee of said estate in place of said Bannon, deceased, and generally to protect their rights and interests in the premises. That upon examination of the case your petitioner found all the proceedings wrong; parties in interest had been omitted from the original proceedings, the exhibits were informal, the testimony inaccurate (and though the witness had requested to be allowed to testify anew correctly no opportunity was afforded them to do so), and the trust fund, except a very small sum paid to one of the creditors and a printers' bill, had all been misappropriated by the trustee to his own use.

4. That in this state of the case, your petitioner found it necessary to commence de novo; and accordingly filed petition for appointment of new trustee and upon appointment by the Court, bonded as such; he then filed petitions for leave to amend the proceedings in the respects in which they were erroneous, filed a Supplemental Bill, made all parties in interest parties thereto, some of whom were non residents, others infants and some unknown heirs of deceased parties, he prepared answers for some of the defendants, and after long and tedious proceedings, occasioned by the death of parties to the suit and the difficulty of ascertaining the residence of parties in interest &c. finally procured a Decree for Sale binding all interests in the property and resold the same as heretofore reported to and ratified by this Court.

5. Your petitioner further shows that by special order of this Court he instituted suit (No. 1473 Eq-)in this Court upon the trustee's bond of said Michael Bannon and recovered from his security, N. Rufus Gill Esq. the trust money of said estate which had been misappropriated by said Bannon, and that by the services of your petitioner in the premises the trust fund has been thus recovered for the benefit of the Creditors of said estate and the heirs at law, and that thus he has protected the interests of all parties concerned, but has received no compensation therefor except a small retainer from the purchaser of part of said property, the said Richard L. Kelly. That much work yet remains to be done in the stating of the auditors account, in which matter your petitioner will be able to be of special service to the auditor, as the account will be extremely complicated and difficult to state, and in the disbursement of the money, and for all the aforesaid services in both the aforesaid cases your petitioner prays to be allowed a fee of two hundred and fifty dollars to be paid out of the trust fund.

And as in duty &c

James M. Munroe Solicitor.

I have examined carefully the proceedings in the causes Nos. 1064 and 1473 Equity and find that the successful prosecution of said causes required more than ordinary care skill and labor.

The undersigned therefore certifies that in his judgment the compensation for such services asked for by the Solicitor James M. Munroe Esq. of two hundred and fifty dollars is not more than a reasonable fee in the premises

Frank H. Stockett

Filed December 1st. 1892 Solicitor 29 Nov. 1892.

Upon consideration of the foregoing petition and recommendation it is ordered this first day of December 1892 by the Circuit Court for Anne Arundel County in Equity that James M. Munroe be allowed the sum of Two hundred and fifty dollars as a fee for his services in the aforesaid two equity cases, viz- No. 1064 and 1473, to be paid in equal proportions by the creditors of the said estates and the heirs at law participating in the distribution of the proceeds of sale of said real estate, that is to say the creditors and heirs at law shall contribute respectively toward said fee such a proportion thereof as the amounts distributed to them respectively bear to the whole amount to be distributed, subject to all legal and proper exceptions upon the coming in of the auditors account and to the further order of the court upon said account and exceptions

I. Thomas Jones

Filed December 1st. 1892

TESTIMONY

The Examiner in accordance with an Order of this Court dated the 10th day of July 1893, met at the Office of James M. Munroe Esq. in the City of Annapolis on Saturday September 7th 1893, when the following testimony was taken.

Beale W. Gaither, a witness of lawful age produced on behalf of the Plaintiff being first duly sworn deposes and says-

1 A. My name is Beale W. Gaither, I live in Baltimore City and am a grandson of Beale Gaither the First, the ancestor of the people mentioned in these proceedings and am a son of Beale Gaither the Second to whom is allotted in the Auditors Account in this case One hundred and eighty two dollars and forty three cents ($182.43).

My father died January 2nd 1891 intestate leaving no widow but leaving the following heirs at Law (1) Dennis Gaither a son, who lives at 148 Cedar Ave. Hampden Baltimore (2) Beale W. Gaither a son, the witness, who lives at 34 Stone Hill, Hampden Baltimore, (3) Charlotte Ann Harrison a daughter, 154 Chestnut Ave., Hampden Baltimore, (4) The following children of Elizabeth J. Newton a deceased daughter, whose husband is also dead- (A) Charlotte Ann Newton (B) Charles S. Newton (C) Julia Elizabeth Newton (D) Henry E. Newton (E) Elsie G. Newton All of whom live at 160 Chestnut Ave. Baltimore, who lives in Chester Pa (5) Alexander Short, the son of a deceased daughter Susan A. Short, whose residence is unknown.

2nd. A. As far as I know my father died possessed of no other property than the money audited to him in this case, and owed no debts that I know of.

To the General Question under the Rule the Witness answers - No.

Beal W. Gaither

Charlotte Ann Newton, a witness of lawful age produced on behalf of the Plaintiffs being first duly sworn deposes and says -

1 A. My name is Charlotte Ann Newton I live at 160 Chestnut Ave., Hampden Baltimore I am a great grand-daughter of Beale Gaither the First and a Grand-daughter of Beale Gaither the Second, being a daughter of his Child Elizabeth J. Newton.

My Granddaughter died January 2nd 1891, intestate leaving no widow_ but leaving the following heirs at Law

(1) Dennis Gaither a son, who lives at 148 Cedar Ave., Hampden Baltimore,

(2) Beale W. Gaither a son, who lives at 34 Stone Hill Hampden Baltimore.

(3) Charlotte Ann Harrison, a daughter, 154 Chestnut Ave Hampden Baltimore

(4) The following Children of Elizabeth J. Newton, a deceased daughter whose husband is also dead (A) Charlotte Ann Newton, (B) Charles S. Newton, (C) Julia E. Newton, (D) Henry E. Newton, (E) Elsie G. Newton,

All of whom live at 160 Chestnut Ave., Hampden Baltimore except my brother Charles S. Newton, who lives in Chester Pa.

(5) Alexander Short the son of a deceased daughter Susan A. Short, whose residence is unknown

2 Ans. As far as I know my Grand-father died possessed of no property other than the money Audited to him in this case, and owed no debts that I know of.

To the General Question under the Rule the Witness says No.

Miss. Charlotte. Ann. Newton

There being no other Witnesses and no further time being desired this Testimony is now closed and returned to this Court

Jno Randall Magruder (SEAL)

Examiner

Filed September 9th. 1893

Petition of Auditor to Amend Account

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

The undersigned, Auditor of the Court, respectfully shows to the Court that he has inadvertently appropriated - Thomas Gaither's share of the proceeds of sale in this case, to the payment of the judgment claim of Roderick Arnold's administrator filed in this case, whereas it appears that only $25.00 is due on said judgment, with interest thereon from 19 April 1875 and costs amounting to $18.40, and the Auditor prays leave to amend the Account in this particular.

And as in duty &c.

J. Hammond Iglehart

Auditor.

Filed March 11th. 1894

Ordered by the Court this 14th day of March, in the year eighteen hundred and ninety four that leave be, and it is hereby granted to the Auditor to amend the account in this case as prayed in the foregoing petition, and that the usual order nisi be published to show cause why the amended account should not be ratified.

Charles B. Roberts.

Filed March 14th. 1894