In the Matter of the Sale	:	No. 5033 Equity
OF	:	In the Circuit Court for
Mortgaged Real Estate of Horace Jones	:	Anne Arundel County.

MORTGAGE

THIS MORTGAGE, Made this 16th day of December in the year nineteen hundred and twenty two by and between Horace Jones and Mary F. Jones, his wife parties of the first part and John H. Jackson, party of the second part, all of Anne Arundel County, in the State of Maryland.

WHEREAS the said parties of the first part stand justly indebted unto the said party of the second part in the full and just sum of three hundred and fifty three ($353) dollars for money this day loaned and for which sum the said parties of the first part have made and passed unto the said party of the second part, their one principal note for the sum of three hundred and fifty-three ($353) dollars, payable five years after date with interest at six per cent payable semi-annually. And to secure the prompt payment of said sum, it is agreed that these presents shall be executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said parties of the first part do grant and assign unto the said party of the second part, his heirs executors, administrators and assigns, all that lot or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, in the State of Maryland, designated and known as Lot No. Fifteen (15) as shown by a plat of said property, surveyed by Thomas H. Disney and now of record in Plat Book No. 1 folio 109, in the Land Records for Anne Arundel County, and containing Ninety Six one-hundredths of an acre.

BEING the same lot of ground which by Deed dated June 7, 1915 was conveyed by William Brocks, et al to Horace Jones and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 118, Folio 477.

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 party of the second part, his heirs and assigns, forever.

PROVIDED, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Hundred and Fifty-three ($353) 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 party of the second part shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part for themselves, 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 party of the second part, his personal representatives or assigns, or Cornelius C. Fitzgerald their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of __ dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said 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 Circuit Court for Anne Arundel County County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Cornelius C. Fitzgerald 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 parties of the first part for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Four Hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of

the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

WITNESS the hand_and seal_of the said Mortgagors.

TEST: Horace Jones (SEAL)

Helen C. Fisher Mary F. Jones(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, that on this 16th day of December in the year nineteen hundred and twenty two before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Horace Jones and Mary F. Jones, 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 Cornelius C. Fitzgerald, Agent for 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) Helen C. Fisher

Notary Public.

Recorded W.N.W. No. 73 Folio 376
Filed July 10th. 1925.

STATEMENT OF MORTGAGE CLAIM.

Statement of mortgage claim of John H. Jackson under the mortgage from Horace Jones and Mary Jones, his wife to John H. Jackson dated the 16th day of December , 1922 and recorded among the Land Records for Anne Arundel County in Liber W.N.W. No. 73 Folio 376.

Amount due on the Mortgage	$275.00
Amount of Interest due July 7, 1925	54.00
Total due	$329.00

The property is not insured as per terms of the Mortgage.

That the 1925 taxes are unpaid.

John H. Jackson

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I HEREBY CERTIFY, that on this 7th day of July in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John H. Jackson the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true 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) Helen C. Fisher

Notary Public.

Filed July 10th. 1925.

BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Cornelius C. Fitzgerald, of 215 St.Paul Place, Baltimore, 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 Five Hundred ($500.00) Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of August in the year of our Lord nineteen hundred and twenty-five.

WHEREAS, the above bounden Cornelius C. Fitzgerald by virtue of a power contained in a mortgage from Horace Jones and Mary F. Jones, his wife, to John H.Jackson dated December 16th, 1922 and recorded in Liber W.N.W. #73 folio 376, etc., one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Cornelius C.Fitzgerald is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of (____) Cornelius C. Fitzgerald (SEAL)

MARYLAND CASUALTY COMPANY

PER Howard I. Griffin

Attorney in Fact.

Attest: M. G. Colder

Filed & Approved August 8th. 1925.

REPORT OF SALE

In the Matter of the sale of Mortgaged Real Estate of Horace Jones and Mary F. Jones, his wife.

No. 5033 Equity

In the Circuit Court

For

Anne Arundel County

To the Honorable, the Judge of said Court:

The report of sale of Cornelius C. Fitzgerald, attorney named in mortgage from Horace Jones and Mary F. Jones, his wife bearing date Dec. 16, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 73, Folio 376 etc., respectfully shows to this Court:

That after having filed a bond with the Clerk of this Court, which was duly approved, and after having given notice for once a week for more than three successive weeks in the Maryland Gazette, a newspaper published in Anne Arundel County, and by the circulation of numerous hand-bills in the section of the County where this property is located, he attended at the Court House door in the City of Annapolis, on Tuesday, August 11, 1925 at eleven o'clock A.M. and sold all of that lot of ground described in said Mortgage, containing ninety-six one hundredths acres more or less, to Mary F.

Jones she being then and there the highest bidders, at and for the sum of Five Hundred Dollars.

Cornelius C. Fitzgerald

Attorney

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I HEREBY CERTIFY, that on this 11th day of August, in the year one thousand nine hundred and twenty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Cornelius C. Fitzgerald, attorney and made oath in due form of law that the matters and facts set forth in the foregoing Report are true as therein stated, and that said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Helen C. Fisher

Notary Public

Filed August 11th. 1925

ORDER NISI.

ORDERED, this 11th day of August, 1925, That the sale of the property made and reported by Cornelius C. Fitzgerald Attorney named in Mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of September next.

The report states the amount of sales to be $500.00

Wm. Martin Brady Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., _____ _____ 192_

We hereby certify, that the annexed Order Nisi No. 5033 Equity H. Jones was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 12 day of September, 1925, The first insertion being made the 13 day of August, 1925.

THE CAPITAL PUBLISHING COMPANY

By I. G. Carroll

By L.C.

ORDERED BY THE COURT. This First day of October, 1925 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.

Robert Moss, A.J.

Filed October 1st. 1925

GALE	:	No. 330 Equity.
VS.	:	In the Circuit Court for
ANSPACH, et al.	:	Anne Arundel County.

For Previous proceedings in this case see No. 330 Equity F. S. R. No. 11- Folio 440 to 447 inclusive. Previous to that see Equity No. 51 Folio 47 etc.

REPORT OF THE TRUSTEES of sale of part of Belle Grove Farm.

To the Honorable, the Judges of said Court:

The report of Lillian S. A. Keech, and Georgie M. Gale, Trustees in this case, respectfully shows:

1. That on the 22nd day of July, 1922, your Petitioner submitted to this Court its petition asking for authority to sell the property mentioned in these proceedings, known as Belle Grove Farm, for the sum of thirty thousand dollars, but that the expected purchaser did not materialize and until now no sale of said property or any portion thereof has been attempted by your Trustees.

2. That there is an encumbrance by way of mortgage of two thousand dollars on the said farm, and the farm has not been yielding any sufficient income to justify its retention by your Trustees longer than for a suitable and fair sale of said property, and they think now that they have obtained a most excellent price for a portion of said property, viz: the sum of twenty thousand dollars ($20,000.00), offered by J. Nevitt Simmons and Louis B. Myers, for the portion of said property fronting on West River, being the point of land lying between Cedar Creek and Deep Creek, and containing about fifty or sixty acres of land, the exact quantity of which is to be determined by survey and leaving still in the possession of your Trustees about one hundred and eighty acres of land, together with all the buildings on the property.

3. Your Trustees further show to the Court that this is a much better offer than the offer of thirty thousand dollars for the whole property, for they feel sure they will be able to get more than ten thousand dollars for the remaining one hundred and eighty acres of land.

3. Your Trustees accordingly show to the Court that subject to ratification by this Honorable Court they have sold to J. Nevitt Simmons and Louis B. Myers the aforesaid portion of said property at and for the sum of twenty thousand dollars ---------- ($20,000.00) of which five hundred dollars ($500.00) has been paid on account as a deposit, subject to the ratification of this Honorable Court, and they file herewith as part of this report a copy of the receipt which they have given to said J. Nevitt Simmons and Louis B. Myers, showing their agreement that the Vendor may remove from the premises all the buildings thereon, and that the said sale carries with it a right of way through the remainder of the property to the public road, known as The State Road.

4. Your Trustees further show to the Court that by agreement the remainder of the purchase money shall be paid in cash on ratification of sale, and pending the publication of Order Nisi on this sale, your Trustees will as soon as possible file as part of their report of this sale a certificate from two responsible real estate agents as to the value of the property which they have sold, as herein reported, and that the

price at which the same has been sold makes this sale a very advantageous one for the estate.

All of which is respectfully submitted.

Lilian S. Keech
Georgie M. Gale
Trustees

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: SS:

I hereby certify that on this 17th day of November in the year 1922, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named LILLIAN S. A. KEECH and GEORGIE M. GALE, TRUSTEES in the above entitled case, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Ethel T. Jickling
Notary Public.

Annapolis, Md., November 17th 1922.

Received of J. Nevitt Simmons and Louis B. Myers, FIVE HUNDRED DOLLARS ($500.) as deposit on purchase price of Twenty Thousand Dollars ($20,000.) for part of "Westbury Farm" called "Belle Grove" on West River, Anne Arundel County Maryland, consisting of between Firty and Sixty Acres to be determined by a survey, being the portion of said Farm which lies on the East side of a line running from Deep Creek to Cerad Creek, now shown approximately on the plat filed in equity case #330, circuit court of Anne Arundel County, by a fence line East of the barn, together with a right of way to the State Road, over the road now in use, not to exceed thirty feet in width. No trees to be cut on side of the road over which the right of way is given.

Right is retained to the Vendors to remove all buildings on the above described property, Buildings to be remover before April 1st 1923.

Georgie M. Gale
Lilian S. Keech
Trustees.

Filed December 28th. 1922.

November 18, 1922

Mr. James M. Munroe
West Street
Annapolis, Md.

Dear Sir:

Your letter of the 18th instant in reference to the valuation of a part of the Belle Grove farm on West River, formerly the property of Mr. George Gale is received.

I consider $20,000 a fair price for the sixty acre portion of the property known as "The Point" surrounded by the waters of West River, Cedar and Deep Creeks.

I am familiar with the property and have recently sold a similar tract in the vicinity.

Very Truly yours,

Chas. F. Lee

Filed December 28th. 1922

November 21, 1922.

Mr. James M. Munroe,
Annapolis, Md;

Dear Sir:

Referring to your request as to the value of Belle Grove Farm on West River, and particularly the 60 acres sold to Lewis E. Meyers, and J. Nevitt Simmons.

I am very familiar with this property and recently made a personal inspection of the entire tract and it is my opinion that $20,000 is an excellent price for the portion sold and I would consider it an advantageous sale for the estate.

Very respectfully,

J.Clayton Brewer

Filed December 28th. 1922

Ordered, this 24" day of November, 1922, That the sale of the property mentioned in these proceedings (being a part of Belle Grove Farm) made and reported by Lillian S. A. Keech and Georgie M. Gale Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 26th 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 26" day of December next.

The report states the amount of sales to be $20,000.00

Wm. N. Woodward Clerk.

Annapolis, Md., December 9th, 1922

PUBLISHER'S CERTIFICATE.

We hereby certify, That the annexed advertisement Order Nisi Georgetta M. Gale Vs. Susan M. Auspach, et al. In the Circuit Court for Anne Arundel County No. 330 Equity was published in the "EVENING CAPITAL", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of December 1922 the first insertion appearing on the 24th day of November 1922.

THE CAPITAL PUBLISHING COMPANY

By Burleigh C. Fooks.

Business Manager.

Filed December 28th. 1922

ORDERED BY THE COURT, This 28th day of December, 1922 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 to the Auditor.

Robert Moss, A.J.

Filed December 28th 1922.

Petition, affidavit and concurrence of Trustees for authority to sell certain portions of the real estate.

To the Honorable, the Judges of said Court:-

The petition of Georgette M. Gale, one of the Trustees in the above entitled case,

respectfully shows to the Court:-

1. That your Trustees have an opportunity to sell to one Vernon Easton a detached part of the land mentioned in these proceedings, at and for the sum of $250.00 and that it is considered very desirable to sell the same because the property is of no value to the estate, is separated from the main body of the land, and is in large part marsh land, the quantity thereof being five acres, three roods and six square perches, as appears by survey thereof made by John Shepherd, Surveyor, 3d of October 1923, copy of which is hereto attached.

2. And your Petitioner further shows that your Trustees have an opportunity to sell to Robert F. Hartge about twenty acres of land, part of Westbury Farm, lying inland from the water and being all woodland, at and for the sum of fifty dollars ($50.00) per acre; that such sale is considered desirable and beneficial to the estate, and would not in any way detract from the value of the farm as such, and your Petitioner accordingly prays authority of this Court be given to the Trustees to make sales of said property as hereinbefore set out.

And as in duty, etc.

Georgette M. Gale

Trustee

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: SS:

I hereby certify that on this 16th day of January, 1924 before me the subscriber, a Notary Public of the State of Maryland, personally appeared GEORGETTE M. GALE, one of the Trustees in the above entitled case, and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated, to the best of her knowledge and belief.

Witness my hand this 16th day of January 1924,

(NOTARIAL SEAL) A. J. Gaierty

Notary Public

To the Honorable, the Judge of the Circuit Court for Anne Arundel County:-

The undersigned, co-trustee with the petitioner, Georgette M. Gale, of the property mentioned in the above entitled case, respectfully concurs in the aforegoing petition and prays the Court to pass an order as therein prayed for, asking authority to make sale of the property mentioned in said petition at the prices and to the parties therein named.

And as in duty, etc.

Lilian S. Keech

Trustee

ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, this 24th day of December, 1923, upon the aforegoing petition, affidavit and concurrence of Trustees in the above entitled case, that the said Georgette M. Gale and Lillian S. Keech, Trustees, be and they are hereby authorized to make the sales of the property mentioned in the aforegoing petition at the prices and to the parties therein named, and to execute and deliver to the purchasers deeds for said property upon full payment of the purchase price.

Robert Moss A.J.

Filed Jany. 25th. 1924

SURVEYED FOR VERNON EASTON.

DESCRIPTION of a survey made of a part of the lands of Miss Georgia Gale said lands lying and situate about 1/4 of a mile more or less Southerly from the Quaker burying ground in the 1st. District of Anne Arundel County Maryland.

BEGINNING for the survey of said land at a post now standing on the East side of a branch 7 links S.W. of a crooked pin oak tree and 14 and 1/2 links northerly from a clump of willow trees and in the dividing line between these lands and the lands of Herman Woodfield and running from said post and down and with the east side of said branch as follows South 9° East 11 perches to a post South 7° East 13 and 32/100 perches to a post South 7° West 9 and 24/100 perches to a post South 2° 30' West 8 and 32/100 perches to a post South 35° 15' East 4 and 1/4 perches to a post South 65° East 8 and 54/100 perches to a post North 87° 45' East 8 and 8/10 perches to a post North 35° East 2 and 76/100 perches to a post North 4° 30' East 3 and 6/100 perches to a post North 34° 15' West 3 and 2/10 perches to a post North 16° 30' East 2 and 4/10 perches to a post North 79° East 2 and 1/8 perches to a post North 87° 45' East 11 perches to a post North 75° 45' East 7 and 64/100 perches to a post on the west side of a creek and in the outline of the lands of Herman Woodfield thence leave said creek and running with and bounding on the lands of Herman Woodfield North 49° 30' West 53 and 7/10 perches to the place of beginning. Containing 5 acres 3 roods and 6 square perches of land more or less.

Surveyed October 30th. 1923. John Shepherd

Surveyor.

Filed Jany. 25th. 1924.

Petition of Trustees to sell remainder of Belle Grove Farm.

To the Honorable, the Judges of said Court:

The petition of Georgetta M. Gale, one of the Trustees in the above entitled case, respectfully shows to the Court:

That she has received an offer from W. Meade Holladay of Annapolis, Maryland, of the sum of eight thousand dollars ($8000.00) for the balance of that portion of real estate in the hands of the said Georgetta M. Gale and Lillian S. Keech, as Trustees, known as Belle Grove Farm in the First Election District of Anne Arundel County, consisting of about one hundred and sixty (160) acres, more or less, it being the remainder of said Belle Grove after deducting therefrom the portion thereof heretofore sold to Messrs. Myers and Simmons and the portion thereof heretofore sold to Vernon Easton, and that said offer has been accompanied by the payment to your petitioner of the sum of one hundred dollars ($100.00) for which your petitioner has given to the said purchaser a receipt, copy of which is herewith filed as a part of this petition. This will still leave in the hands of your Trustees about four hundred and twenty-five acres of land, known as Westbury Farm laid down on the plat of said property made in 1879 by John Duvall, surveyor.

That this sale is made for the sum of eight thousand dollars ($8000.00) of which three thousand ($3000.00) dollars is to be paid in cash and the balance secured by a mortgage to run for three years with the privilege to the purchaser to pay off the said mortgage debt at his option at any time within the said three years.

Your petitioner also shows:
That this is a most desirable sale and the price a good one and that this property has been uncultivated for a long period of time, yielding no income but bringing the estate into debt for the payment of taxes.

Your Trustee accordingly prays the Court to authorize the said sale of the property aforesaid at the price and upon the terms hereinbefore mentioned.

And as in duty, etc.

Attest: John H. Hopkins, Jr. Georgette M. Gale

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:
I hereby certify that on this 16th day of June in the year Nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGETTA M. GALE, one of the Trustees in the above entitled case and made oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated.

As witness my hand and seal Notarial.

(NOTARIAL SEAL) John H. Hopkins, Jr.

Notary Public.

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

The undersigned co-Trustee with the petitioner, Georgetta M. Gale, of the property mentioned in the above entitled case respectfully concurs in the foregoing petition and prays the Court to pass an order as therein prayed for granting authority to make sale of the property mentioned in the said petition at the price and upon the terms therein mentioned.

And as in duty, etc.

Lilian S. Keech

Trustee

Filed June 19th. 1926

ORDERED by the Circuit Court for Anne Arundel County in Equity this 19th day of June, in the year Nineteen hundred and twenty-six, upon the foregoing petition, affidavit and concurrence of the Trustees in the above entitled case that the said Georgetta M. Gale and Lillian S. Keech, Trustees, be and they are hereby authorized to make the sale of the property mentioned in the foregoing petition at the price and upon the terms therein mentioned and execute and deliver to the purchaser a deed for the same upon the payment of the sum of three thousand dollars ($3000.00) cash and the delivery of a mortgage for the balance of the purchase money, to wit, five thousand dollars ($5000.00) with interest payable semi-annually thereon, said mortgage to be in the usual form with the usual covenants.

Robert Moss, A.J.

Filed June 19th. 1926.

Annapolis, Md., May 27th, 1926.

Received of W. Meade Holladay on account of purchase money of $8000. for Belle Grove Farm, Anne Arundel County, the sum of one hundred dollars ($100.00) balance to be paid in cash within thirty days from this date, with the privilege, however, to the said purchaser to pay $3000. in cash and give a first mortgage for $5000. balance of purchase money with interest payable semi-annually.

The property referred to as Belle Grove Farm is all that tract of land in the First Election District of Anne Arundel County, known as part of the estate of the late George Gale, consisting of about one hundred and sixty (160) acres, being all of the said Belle Grove Farm except the portion thereof heretofore sold by the Trustees of the Gale estate to Vernon Easton and Louis Meyers and Nevette Simmons.

This sale is subject to examination and certificate of title and approval of the Circuit Court for Anne Arundel County in Equity.

G. M. Gale, Trustee.

Filed June 19th. 1926.

REPORT OF SALE

To the Honorable, the Judges of said Court:-

The report of Georgetta M. Gale and Lillian S. Keech, Trustees, respectfully shows:

That pursuant to the order of this Honorable Court passed on the 19th of June, 1926, your trustees did sell to W. Meade Holladay of Annapolis, Maryland, at and for the sum of eight thousand dollars ($8000.00) the balance of that portion of the real estate in their hands as trustees, known as Belle Grove Farm, situate in the First Election District of Anne Arundel County consisting of about one hundred and sixty (160) acres of land, it being the remainder of said farm after deducting therefrom the portions thereof heretofore sold to Messrs. Myers and Simmons and to Vernon Smith, the said sale being made upon the following terms, to wit, three thousand dollars, ($3000.00) of said purchase money payable cash on ratification of this sale by this Court, the balance to be secured by a purchase money mortgage for five thousand dollars ($5000.00) to run for three years with interest payable semi-annually thereon with the privilege to the purchaser to pay off the mortgage at any time at his option within the period of three years.

That there are no other persons interested in this property except the undersigned, Trustees under the provisions of the will of George Gale, late of Anne Arundel County, deceased, as construed by the Court of Appeals of Maryland, as will appear by the proceedings in this case.

They further show:

That from their point of view this is a most desirable sale as the property has been yielding them no income but has been bringing them into debt for payment of taxes and as the more valuable part of the property had been previously sold for the sum of twenty thousand dollars, they are very glad now to be able to receive eight thousand dollars ($8000.00) for the balance of the property, which together with the amount re-

ceived from Vernon Smith for the other portion of the property makes nearly thirty thousand dollars for the proceeds of sale of Belle Grove Farm, and leaving still in the hands of your trustees of the estate of the said George Gale, deceased, four hundred (400) acres of land.

Under the circumstances of this case, therefore, the trustees pray the Court to ratify this sale without publication of Order Nisi, as there are no other persons except these trustees and the purchaser, W. Meade Holladay, interested in this property or the proceeds of sale thereof, there being no liens of any kind on the property.

All of which is respectfully submitted.

Georgette M. Gale
Lilian S. Keech
Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I hereby certify that on this 28th day of June in the year Nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared GEORGETTA M. GALE and made oath in due form of law that the matters and things set forth in the foregoing report are true as therein stated.

As witness my hand and seal Notarial.

(NOTARIAL SEAL)

A. J. Gaierty
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I hereby certify that on this 28th day of June, in the year Nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared LILIAN S. KEECH and made oath in due form of law that the matters and things set forth in the foregoing report are true as therein stated.

As witness my hand and seal Notarial.

(NOTARIAL SEAL)

A. J. Gaierty
Notary Public.

WE HEREBY AGREE to the immediate ratification of the above reported sale without publication of Order Nisi.

Georgette M. Gale
Lilian S. Keech
W. Meade Holladay

Filed June 29th. 1926

ORDERED by the Circuit Court for Anne Arundel County in Equity, this 29th day of June in the year Nineteen hundred and twenty-six, that the foregoing reported sale of the property mentioned in these proceedings made by the trustees, Georgetta M. Gale and Lillian S. Keech to W. Meade Holladay at and for the sum of eight thousand dollars ($8000.00) and upon the terms therein set forth, be and same is hereby finally ratified and confirmed, no cause to the contrary thereto having been shown and none appearing to the Court

and all parties interested in the property and the proceeds of the sale thereof having consented thereto in writing, as above set forth.

Robert Moss, A. J.

Filed June 29th. 1926.

Petition and assent to sell 13.31 acres of land to Geo. M. Hartge.

To the Honorable, the Judges of said Court:

The petition of Georgette M. Gale respectfully shows,

That she, with her sister, Mrs. Lillian S. Keech, own all the remainder of the property of George Gale in the First Election District of Anne Arundel County, amongst other portions of said land a tract of 200 3/4 acres laid down on the plat exhibited with this petition, upon which there is a mortgage held by James M. Munroe for fifteen hundred dollars.

That your petitioner and her sister, Lillian S. Keech, have agreed to sell the western extremity of the said tract of land, said portion consisting of 13.31 acres to be sold at $25.00 per acre, making a total purchase price of three hundred thirty-two dollars and seventy-five cents ($332.75), and the said James M. Munroe is willing to release his mortgage as to the 13.31 acres, holding the balance of said tract as security for said mortgage in the sum of fifteen hundred dollars.

That it is absolutely necessary that your petitioner and her sister raise some money with which to pay taxes on their property in order to prevent the sale thereof for taxes and that they can well afford to part with the above mentioned 13.31 acres of land, which is all woodland and the price for which is deemed to be sufficient and satisfactory to your petitioner and her sister who are the only persons having any interest in the said property, except the said James M. Munroe, holding a mortgage thereon.

They, therefore, pray the authority of this Court to make the said sale and to convey the property aforesaid to the said George M. Hartge, upon the terms above specified, the money for the same to be paid in cash.

All of which is respectfully submitted.

Georgette M. Gale

I hereby certify that the facts set forth in the aforegoing petition are true and I approve of and unite in the aforegoing petition asking for authority to myself and sister, Georgette M.Gale, as Trustees in the Matter of the Trust Estate of George Gale, No. 330 Equity in the Circuit Court for Anne Arundel County, to sell and convey 13.31 acres of land hereinbefore mentioned, to George M. Hartge, at the price of $25. an acre, as set out in the aforegoing petition.

Lilian S. Keech

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 7th day of January, in the year Nineteen hundred thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in

and for the County aforesaid, personally appeared Georgette M. Gale and made oath in due form of law that the matters and things set forth in the aforegoing petition are true as therein stated.

As witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary Elizabeth Brown

Notary Public

Filed Jany. 14th. 1933.

ORDERED by the Circuit Court for Anne Arundel County in Equity, this 19" day of January, 1933, upon the aforegoing petition, affidavit and concurrence of Lillian S. Keech in the petition of Georgette M. Gale, that the said Trustees, Georgette M. Gale and Lillian S. Keech, be and they are hereby authorized to sell to George M. Hartge the property mentioned in the aforegoing petition consisting of 13.31 acres of land at and for the sum of $332.75, being at the rate of $25.00 per acre, it appearing to be necessary in order to provide the money to pay taxes in arrears on the property held by said Trustees in this case, the said Georgette M. Gales and Lillian S. Keech being the only persons interested in said property, together with James M. Munroe, the mortgagee, who has agreed to release his mortgage on the property so agreed to be sold to George M. Hartge, as in the aforegoing petition set out.

Nicholas H. Green A.J.

Filed Jany. 19" 1933.

Petition requesting authority to sell portion of land.

To the Honorable, the Judges of said Court:

The Petition of Lillian S. Keech, one of the Trustees in the above entitled case, respectfully shows to the Court:

1. That your Trustees have an opportunity to sell to one W. Gordon Howard a portion of their very large farm consisting of four hundred twenty-seven (427) acres of land, for the sum of Two thousand two hundred fifty dollars ($2,250.00) and that it is absolutely necessary in order for the preservation of the rest of the Estate that the said sale should be consummated because the property is subject to a mortgage debt of fifteen hundred dollars ($1500.00) now overdue and to the payment of taxes for several years past amounting in all to about eleven hundred dollars ($1100.00).

2. That the property which they have sold to the said W. Gordon Howard for the sum of $2,250.00 consists of one hundred seventy-one (171) acres of land without improvements except a tenant house and though the price for the land appears to be small it is all that they have been able to secure for the same although they made a diligent effort to obtain a higher price, but owing to the fact that the property is advertised at tax sale on the 14th day of October next, now close at hand, it is absolutely necessary that they accept the offer that is made in order to save the rest of their estate.

3. Your Petitioner further shows that the Trustees have no other way of raising the necessary money in order to same from sacrifice at tax sale the whole of their estate; that under present circumstances it is absolutely impossible for them to manage to any profit so large a farm and that it will be greatly to their benefit to dispose

of as much of the less desirable property as possible in order to reduce their acreage within the bounds that will enable them to cultivate the same to pay the taxes thereon and free the property from the existing mortgage now in default.

4. Your Petitioner further shows that there are no persons interested in this property except your Petitioner and her half-sister, Georgette M. Gale, of Anne Arundel County and that it would not only be to the benefit and interest of your Petitioner and the said Georgette M. Gale, who hold the property as Trustees for themselves only, as under the provisions of the Will of the said George Gale in this case there are no other persons interested in the property, but in any event the sale is necessary for the preservation of the rest of the estate for if the property should be sold at tax sale your Petitioner would have no way of redeeming the property except by a sale or a mortgage of some part of the estate.

5. Your Petitioner therefore prays the Court to pass an order authorizing your Petitioner and the said Georgette M. Gale to execute a deed for the said property as hereinbefore set out.

And as in duty, etc.

Lilian S. Keech Petitioner

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

I HEREBY CERTIFY, that on this 23rd day of September, 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 Lillian S. Keech and made oath in due form of law that the matters and things set forth in the foregoing Petition are true as therein stated.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

A. J. Gaierty

Notary Public.

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

The undersigned co-trustee with the Petitioner, Lillian S. Keech, of the property mentioned in the above entitled case, respectfully concurs in the aforegoing Petition and prays the Court to pass an order as therein prayed for asking authority to make sale of the property mentioned in said Petition at the price and to the party named therein and hereby certifies to the Court that the facts set forth in the foregoing Petition are true as therein stated as the sale of the property is absolutely necessary to the preservation of the rest of the estate held by the said Lillian S. Keech and the undersigned, Georgette M. Gale, for the reasons set out in the Petition of the said Lillian S. Keech.

And as in duty, etc.

Georgette M. Gale

Co-Trustee

Filed Sept. 26th. 1935

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 26th day of September, in the year Nineteen hundred and thirty-five, upon the aforegoing Petition, affidavit and concurrence of the Trustees in the above entitled case, that the said

Lillian S. Keech and Georgette M. Gale, Trustees, be and they are hereby authorized to make sale of the property mentioned in the aforegoing Petition at the price and to the party named therein and to execute and deliver to the purchaser deed for the said property upon full payment of the purchase price.

Linwood L. Clark

Judge.

Filed September 26th. 1935.

Petition to sell 40 acres of land, more or less, and Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Lillian S. Keech, one of the Trustees in the above entitled case, respectfully shows unto your Honors:

~~The Petition of Lillian S. Keech, one of the Trustees in the above entitled case, respectfully shows unto your Honors~~

First. That Your Trustees have received an offer and an opportunity to sell to Francis K. Crandall 40 acres of their farm containing 256 acres of land, more or less, at and for the sum of $20.00 per acre, and that it is necessary in order to preserve the rest of the Estate that said sale should be consummated because there is no other meaans by which taxes due on the property can be raised, and also that the property is in need of some repairs.

Second. That the property they have an opportunity to sell and have agreed to sell to the said Francis K. Crandall consists of a tract of 40 acres, more or less, without improvements thereon, and is not in a state of cultivation. The purchaser has agreed to have the land surveyed at his own cost and expense to determine the acreage, the price to remain $20.00 per acre according to the determination of the survey. The purchaser shall have a right of way from the public road only, and shall have no easement or rights to the private road adjoining the northern boundary of the tract intended to be conveyed; that although the price per acre appears to be somewhat small, it is the best price that can be obtained although diligent efforts to obtain a higher price have been made.

Third. Your Petitioner further shows that the Trustees have no other ways to raise necessary money in order to save or conserve this Estate except by sale of this property, and it is absolutely impossible for them to manage to any profit this farm, and that it will be greatly to their benefit to dispose of as much of the least desirable acreage as possible in order to reduce their acreage within the bounds that will enable them to cultivate the same to pay the taxes and other costs thereon.

Fourth. Your Petitioner further shows that there are no other persons interested in this property except your Petitioner and her half-sister, Georgette M. Gale, of Anne Arundel County, and that it would be not only to the benefit of your Petitioner and the said Georgette M. Gale, who hold the property as Trustees for themselves only, as under the provisions of the Will of George Gale, filed in this case, there are no other persons interested in the property, but in any event the sale is necessary for the preservation of the rest of the Estate.

Fifth. Your Petitioner therefore prays the Court to pass an Order authorizing the

said Petitioner and Georgette M. Gale to execute a deed for said property upon the payment of the purchase price as hereinbefore set out.

AND, AS IN DUTY BOUND, etc.

George E. Rullman
Attorney for Petitioner

Lilian S. Keech
Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 11th day of February, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Lillian S. Keech, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

E. K. Edwards
Notary Public

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

The Undersigned co-trustee with the Petitioner, Lillian S. Keech, of the property mentioned in the above entitled case, respectfully concurs in the aforegoing Petition and prays the Court to pass an order as therein prayed for asking authority to make sale of the property mentioned in said Petition at the price and to the party named therein and hereby certifies to the Court that the facts set forth in the foregoing Petition are true as therein stated as the sale of the property is absolutely necessary to the preservation of the rest of the estate held by the said Lillian S. Keech and the undersigned, Georgette M. Gale, for the reasons set out in the Petition of the said Lillian S. Keech.

AND, AS IN DUTY BOUND, etc.

Georgette M. Gale
Co-Trustee

Filed February 17th. 1937.

ORDERED BY the Circuit Court for Anne Arundel County, in Equity, this 17th. day of February, in the year 1937, upon the aforegoing Petition, Affidavit and Concurrance of the Trustees in the above entitled case, that the said Lillian S. Keech and Georgette M. Gale, Trustees, be and they are hereby authorized to make sale of the property mentioned in the aforegoing Petition at the price and to the party named therein and to execute and deliver to the Purchaser deed for the said property upon full payment of the purchase price.

Linwood L. Clark, A.J.

Filed Feby. 17th. 1937.

Petition to sale balance of property to O. L. Siegert and wife, and Order of Court.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Lilian S. Keech, Surviving Trustee, respectfully shows unto your Honors:

First. That your Trustee has received an offer from Oscar Lynn Siegert and Iva E.

Siegert, his wife, for the purchase of the balance of the property mentioned in these proceedings, containing 183.45 acres, more or less, improved by dwelling and outbuildings, being located in the First Election District of Anne Arundel County, at and for the sum of Four Thousand Dollars ($4,000.00).

Second. That your Petitioner is the surviving trustee as well as the sole heir and beneficiary of this trust, estate, Georgette M. Gale having departed this life in the City of Baltimore, Maryland, on December 14, 1938, and leaving no other heirs at law than your Petitioner.

Third. That the property is not revenue producing to your Petitioner, and her best interests could be served by disposing of the property by sale in accordance with the offer of Oscar Lynn Siegert and Iva E. Siegert, his wife.

Your Petitioner therefore prays your Honors to pass an Order authorizing the Petitioner to execute a deed to said property upon payment of the purchase price as hereinbefore set out.

AND, AS IN DUTY BOUND, etc.

George E. Rullman
Attorney for Petitioner

Lilian S. Keech
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 7th day of June, in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lilian S. Keech, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Granville Lee Meredith
Notary Public

Filed June 8th. 1940.

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 12th day of June, in the year 1940, upon the foregoing Petition and Affidavit, that the said Lilian S. Keech, Surviving Trustee, be and she is hereby authorized to make sale of the property mentioned in the foregoing Petition, at the price and to the parties named therein, and to execute and deliver to the said purchasers a deed upon payment of the full purchase price.

Ridgely P. Melvin
Judge.

Filed June 12th. 1940

Green Haven Building and Loan Association, Inc., vs. Michael P. Oppolt and Mary G. Oppolt	:	No. 6026 Equity
	:	In the Circuit Court
	:	For
	:	Anne Arundel County

MORTGAGE

THIS MORTGAGE, Made this 31st day of January in the year nineteen hundred and thirty

between Michael P. Oppolt and Mary G. Oppolt, of Anne Arundel County in the State of Maryland, Mortgagors, and Green Haven Building and Loan Association, Inc., of the second part a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Mortgagors being members of said body corporate, have received therefrom an advance of Twelve Hundred ($1200.00) Dollars, on twelve shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Mortgagors do grant, assign and convey unto the said mortgagee, its successors and assigns, all those two lots of ground situate and lying in Anne Arundel County and described as follows:

Being lots numbered three (3) and four (4) in Section B., on the west side of Outing Avenue, as outlined on the Plat of Hahn's (now Everd's) sub-division at Green Haven, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 54.

Being the same two lots of ground described in a deed from Steven J. Everd and wife to the said Mortgagors, of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with the improvements thereon, and all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said two lots of ground with the improvements and appurtenances aforesaid, unto the said Mortgagee, its successors and assigns,

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of Three Dollars per week, as dues until the said sum of Twelve Hundred Dollars shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of One dollar and forty-four cents per week as interest until the sum of One Hundred dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents; and so on, and as often as One Hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of sixty cents which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the dif-

ference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors

AND the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of Twelve Hundred Dollars shall be repaid.

AND it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

AND it shall be lawful for the said mortgagee, its successors or assigns, or for Charles W. Mulligan its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage continuing for a period of six weeks to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto including Twenty-five Dollars as a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagors for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal,

interest, costs, expenses and commissions.

IT IS FURTHER AGREED, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS the hands and seals of said Mortgagors.

TEST: Michael P. Oppolt (SEAL)

Charles W. Mulligan her Mary G X Oppolt (SEAL) mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I Hereby Certify, that on this 31st day of January in the year nineteen hundred and thirty before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County personally appeared Michael P. Oppolt and Mary G. Oppolt, the Mortgagors named in the foregoing Mortgage, and they severally acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared Steven J. Everd the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

As Witness my hand and Seal.

(JUSTICE OF THE PEACE SEAL) Charles W. Mulligan

Recorded Feby. 18th. 1930 at 9-30. Justice of the Peace.

Filed April 7" 1931.

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage	$1200.00
Paid on account	75.00
Balance	$1125.00
21 = Weeks interest at $1.44 per week from Dec. 29th 1930 to May 18th 1931	30.24
	$1155.24

Wm. R. L. Ruths Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct.

I HEREBY CERTIFY, that on this 18th day of May in the year nineteen hundred and thirty-one, before me, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared W.R.L. Ruths Secretary of Green Haven Bldg & Loan Assoc. Inc. the plaintiff in the above entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Charles W. Mulligan

Justice of the Peace.

Filed May 19th 1931.

BOND

KNOW ALL MEN BY THESE PRESENTS.

That We CHARLES W. MULLIGAN as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, a corporation of the State of PENNSYLVANIA, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Hundred and 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, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this 18th day of May in the year of our Lord one thousand nine hundred and Thirty-one

WHEREAS, the above bounden CHARLES W. MULLIGAN by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell mortgaged property mentioned in the proceedings in the case of Greenhaven Building & Loan Association, Inc. vs. MICHAEL OPPOLT ET AL now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden CHARLES W. MULLIGAN 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 — Charles W. Mulligan (SEAL)

in the presence of (CORPORATE SEAL) INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)

Steven J. Everd By C. Reese Wilson (SEAL)

M. R. Seim

STATE OF MARYLAND

INSURANCE DEPARTMENT No. 822

I Hereby Certify, That the Indemnity Insurance Company of North America of Philadelphia, Pa., has complied with all the requirements of law to be observed by such corporation, and that it is authorized to transact within this State the business of Fidelity, Surety and Casualty Insurance until July 1, 1931.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City of Baltimore, this 18th day of May, in the year of 1931.

$1.00 (STATE SEAL) William C. Walsh

State Insurance Commissioner of Maryland.

Bond filed and approved 19" day of May 1931.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Charles W. Mulligan, Attorney named in Mortgage, in the above entitled cause, 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 in said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in Maryland Gazette a weekly newspaper published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Attorney named in

Mortgage, did, pursuant to said notice on Tuesday, the 19th day of May, 1931, at 11 o'clock A.M., attend on the premises and then and there sold said fee-simple property to Steven J. Everd and Margaret Everd, his wife, at and for the price of $1250.00, cash upon ratification of sale by the Circuit Court for Anne Arundel County, they being the highest bidders therefor at the price above mentioned.

Charles W. Mulligan

Attorney named in Mortgage.

State of Maryland, Anne Arundel County, to wit:-

I Hereby Certify, that on this 20th day of May, 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles W. Mulligan, Attorney name in Mortgage, 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 thereby reported was fairly made.

As Witness my hand and seal.

(NOTARIAL SEAL)

Lucy F. Loskosky

Notary Public.

ORDER NISI.

Ordered, this 26th day of May, 1931, That the sale of the property mentioned in these proceedings made and reported by Charles W. Mulligan, Attorney named in Mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 27th., 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 27th., day of June next.

The report states that the amount of sales to be $1250.00

Frank S. Revell, Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 25, 1931.

We hereby certify, that the annexed Order Nisi- Sale - Green Haven Bldg. & Loan Asso. vs. Oppolt #6026 Equity was published in MARYLAND GAZETTE a a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 27th day of June, 1931. The first insertion being made the 28th day of May, 1931.

THE CAPITAL-GAZETTE PRESS, INC.

By H. L. Strange.

Filed May 26th. 1931.

ORDERED BY THE COURT, This First day of Sept. 1931 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.

Robert Moss A.J.

Filed Sept. 1st. 1931.

William Boehm, Sr. Plaintiff	:	No. 8429 Equity
vs.	:	In the Circuit Court for
William Boehm, Jr.	:	Anne Arundel County

BILL OF COMPLAINT

To The Honorable, The Judges of said Court:

The plaintiff respectfully shows:

1. That the plaintiff and defendant are father and son.

2. That about 1920, the plaintiff and defendant together purchased a farm in Anne Arundel County, Maryland, as owners in common of equal undivided shares in fee simple, for a total purchase price of $5200, of which they each paid $1100 cash and they executed a mortgage of the land for the balance of $3200; and a conveyance of the land to them was made, a certified copy of which is filed herewith as exhibit 1.

2. That about two years thereafter the son left the farm and went to work and live in Baltimore. That about one more year thereafter the father also left the farm and went to work and live in Baltimore, and Mrs. William Boehm Sr. was left in care of the farm and resided thereon. That about 1925 the son desired to purchase a house in Baltimore, and he then made an oral agreement with his father to sell the son's half interest in the farm to the father for $1100 cash and assumption of the mortgage by the father; and the father then paid him $570 on account of the purchase price. That from that time up to the present time the father has paid the entire taxes on said farm, and all of the interest on the mortgage, and the son has at no time since then spent any sum of money whatever for or on account of the said farm, nor raised any crops thereon. That in 1929 the father returned to said farm, and at his own expense he has erected thereon a dwelling, tobacco barn, double garage, chicken coops, stable, and he has purchased about $1000 worth of farm machinery of no use to him except in connection with said land, and has used same on and for the improvement of the land, and he and his wife have devoted their entire time and effort to said farm and have improved and beneffitted it in many ways not susceptible to being valued readily in money. That about 1933 the son purchased a separate farm for himself, and at that time he requested and the father paid him the balance of the $1100 in full with interest from 1925 to that date.

4. That the son never claimed or asserted any right or interest in said farm until recently, when the father desired to sell timber and the son prevented the sale by telling the buyer that he owned an interest therein; and he now asserts rights therein in other ways. That the father desires to refinance the existing mortgage of the farm, and to have a conveyance from the son to him and the son refuse to execute such conveyance.

To The End Therefore:

(1) That the defendant be declared to hold his legal title to said land in trust for the plaintiff.

(2) That the son be required to execute a conveyance to the father of all of his right, title, interest and estate, in or to said land, at law or equity.

(3) That a trustee be appointed to execute such conveyance.

(4) And for such other and further relief as the nature of the case may require.

May it please your Honors to grant to the plaintiff a writ of subpoena directed to the defendant, William Boehm, Jr., who resides near Crownsville, Maryland, commanding

him to be in this Court in person or by solicitor on or before some certain day, to be named in the writ, answer the premises and abide by and perform such decrees as may be passed therein.

And as in duty bound, etc.

E. Klawans
Marvin I. Anderson
Solicitors

William Boehm Sr.
Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify, that on this 14th day of October, 1942, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared William Boehm, Sr., and he did make oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true and bona fide as therein stated.

Witness my hand and notarial seal.

(NOTARIAL SEAL)

Shirley Weinberg
Notary Public

Filed Oct. 14th. 1942

Exhibit No. 1 with Bill of Complaint

($4.00) Rev. Stamp)

THIS DEED made this 2nd day of October, 1920, by and between Joseph Kreutzer and Maggie Kreutzer, husband and wife, of Anne Arundel County, State of Maryland, of the first part, Grantors, and William Boehm and Agnes Boehm, husband and wife, and William Boehm, Jr., and Josefin Boehm, Husband and wife, of the second part, Grantees.

WITNESSETH, that in consideration of the sum of ten dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Joseph Kreutzer and Maggie Kreutzer do grant and convey unto the said William Boehm and Agnes Boehm, and undivided one half interest as tenants by the entireties, and unto the said William Boehm Jr. and Josefin Boehm, an undivided one-half interest as tenants by the entireties, to be held by both parties as tenants in common, in fee simple, all that tract or parcel of land situated in the second election district of of Anne Arundel County, Maryland, containing one hundred and two and one-half acres, more or less, and being part of the tract of land known as "Abington", and being also the identical property mentioned and described in the deed thereof to the above named grantors from James Hawkins and wife, by deed dated April 8th. 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. 31, folio 51 &c.

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 parties of the second and third parts, their assigns, and their respective survivors, as tenants in common each an undivided one-half interest in fee simple.

Subject, however, to the legal operation and effect of a mortgage on said property to John Stadler, dated April 8th, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 31, folio 55 &c.

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 Sels of the said grantors.

TEST: Joseph Kreutzer (SEAL)

Emma I. Whitthaus. Maggie Kreutzer (SEAL)

State of Maryland, City of Baltimore, to-wit:

I hereby certify, that on this 2nd day of October, 1920, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Joseph Kreutzer and Maggie Kreutzer, the above named gtantors, and acknowledged the aforegoing deed to be their act.

As witness my hand and seal Notarial.

(Notary Seal) Emma I. Whitthaus

Notary Public.

Recorded 15th October 1920, at 1 o'clock P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby certify, that the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 37. folic 88, 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 October, A.D. 1942.

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

Filed Oct. 14th. 1942.

DEMURRER TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT;

William A. Boehm, Jr., the Respondent, demurs to the Bill of Complaint filed herein and to each and every paragraph thereof, for the following reasons:

(A) That there is a Non-Joinder of parties apparent on the face of the proceedings.

(B) That it is apparent from the face of the Bill of Complaint that the Complainant has been guilty of laches.

(C) That no copy of the mortgage referred to in the said Bill of Complaint has been filed as an exhibit with the Bill of Complaint.

(D) That the said Bill of Complaint does not state any cause of action sufficient to entitle the Complain/ant to the relief prayed for therein.

(E) That the Bill asserts no cause of action sufficient to entitle the Complainant to any relief against the Respondent.

(F) That the facts alleged in the said Bill do not entitle the Complainant to any relief in Equity.

(F) That the Complainant has a full, complete and adequate remedy at law.

(G) That the Bill of Complaint fails to state sufficient facts.

(H) And for such other reasons to be assigned at the hearing of this Demurrer.

William A. Boehm Jr. Ginsberg & Ginsberg

Respondent Solicitors For Respondent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify that on this 30 day of October, 1942, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared William A. Boehm, Jr., the Respondent herein, and made oath in due form of law that the DEMURRER filed herein is not for the purpose of delay.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Louis J. DeAlba

Notary Public.

Filed Nov. 2" 1942.

November 24, 1942.

Demurrer sustained, with leave to the plaintiff to file an amended bill of complaint within twenty days from the date hereof.

Ridgely P. Melvin

Judge.

Petition for leave to amend bill of complaint. Nov. 30, 1942.

To The Honorable, The Judges of said Court:

The plaintiff respectfully requests leave to amend the bill of complaint by adding Agnes Boehm as a party plaintiff and by adding Josefin Boehm as a party defendant and by generally modifying the allegations made in the bill of complaint adopting same to the added parties.

Emanuel Klawans

Solicitor for plaintiff.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity, this 30th day of November, 1942, that leave is hereby granted to the plaintiff to amend the bill of complaint in the above designated particulars.

Ridgely P. Melvin A.J.

Filed Nov. 30th. 1942

Amended Bill of Complaint.

To The Honorable, The Judges of said Court:

The plaintiffs respectfully show:

1. That in 1920 the plaintiffs and defendants together purchased a farm in Anne Arundel County, Maryland, for the sum of $5200 of which the plaintiffs paid $1100 cash and the defendants paid a like sum cash and the plaintiffs and defendants executed a mortgage of the land as security for payment of the balance of the purchase price; and a conveyance of the land was made to the plaintiffs and defendants, a certified copy of which is filed herewith as Exhibit No. 1 and incorporated herein by reference.

2. That about 1922 the defendants left said farm and went to work and reside in Baltimore, Maryland. About one year thereafter the plaintiff William Boehm also went to work in Baltimore and the plaintiff Agnes Boehm continued to reside on said farm. About 1925 the defendants desired to purchase a house in Baltimore and they then made an oral agreement with the plaintiffs to sell their interest in said farm to the plaintiffs for $1100 cash and assumption of the said mortgage by the plaintiffs; and at that time the plaintiffs paid to the defendants $570 on account of said purchase price.

From that time until now the plaintiffs have paid all taxes levied against said farm and all interest on said mortgage. In reliance upon said contract the plaintiffs have given up other employment and have resided upon said farm and have worked and improved the same and have erected thereon entirely at their own expense a dwelling, tobacco barn, double garage, chicken coops, stable, and have purchased about $1000 of farm machinery of no use to them except in connection with said land, and have raised crops on said farm, and have devoted their entire time and effort to said land and have improved and benefitted same in many ways not readily susceptible to being valued in money. From the time of said agreement to sell to the plaintiffs, the defendants have paid no portion of the taxes on said land, or interest on said mortgage, and have not expended any money whatsoever account of said land, and have not raised any crops thereon. About 1933 the defendants purchased a separate farm for themselves, and at that time they requested and received payment from the plaintiffs of the balance of said $1100 purchase money with interest thereon from the time of said oral agreement of sale to this time of payment in full.

3. That the defendant Josefin Boehm had full knowledge of the aforesaid agreement to sell the defendants' interest in said farm to the plaintiffs and she acquiesced and consented and agreed thereto and received and accepted the benefits of the purchase money paid by the plaintiffs; and both defendants had full knowledge of the plaintiffs' possession of said farm and of the improvements and expenditures being made by the plaintiffs and the work being done by them and of the belief on the part of the plaintiffs in making said improvements and performing said work that the plaintiffs owned said land to the exclusion of any right of the defendants, and the defendants in no manner apprised the plaintiffs of any claim of rights in said land asserted by the defendants.

4. That the defendants never claimed or asserted any rights in said farm from the time of said agreement of sale by them to the plaintiffs until recently, when the defendants prevented the plaintiffs from selling timber on said farm by telling the buyer that they owned an interest therein; and they now assert rights in said farm. That the plaintiffs desire to refinance said mortgage and for this reason desire a donveyance from the defendants to the plaintiffs and the defendants refuse to execute such conveyance.

TO THE END THEREFORE: (1) That the defendants be declared to hold their legal title to said land in trust for the plaintiffs.

(2) That the plaintiffs be required to convey all of their rights in said land to the plaintiffs.

(3) That a trustee be appointed to convey to the plaintiffs all of the rights of the defendants in said land.

(4) And for such other and further relief as the nature of the case may require. May it please your Honors to grant unto the plaintiffs a writ of subpoena directed to the defendants, William Boehm Jr. and Josefin Boehm, his wife, who reside near Crownsville, Maryland, commanding them to be in this Court in person or by solicitor on or before some certain day named in the writ to answer the premises and abide by such decrees as may be passed therein.

And as in duty bound, etc.

Marvin I. Anderson
Emanuel Klawans
Solicitors

William Boehm, Sr.
Agnes Boehm
Plaintiffs

State of Maryland, Anne Arundel County, Set:

I hereby certify that on this 3rd day of December 1942 before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County personally appeared William Boehm and Agnes Boehm, his wife, and they did make oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true and bona fide as therein stated.

Witness my hand and notarial seal.

(NOTARIAL SEAL)

Shirley Weinberg
Notary Public.

Filed Dec. 3rd. 1942.

DEMURRER AND ANSWER TO AMENDED BILL OF COMPLAINT

To The Honorable, The Judges of said Court:

The answer of William A. Boehm, Jr. and Josephine Boehm, his wife, to the Bill of Complaint as amended, respectfully represents:

(1) The Respondents demur to to Amended Bill of Complaint filed herein and to each and every paragraph thereof, for the following reasons:

(A) That the said Bill does not state any cause of action sufficient to entitle the Complainants to the relief prayed for therein.

(B) That the said Bill asserts no cause of action sufficient to entitle the Complainants to any relief against the Respondents.

(C) That the facts alleged in said Bill do not entitle the Complainants to any relief in Equity.

(D) That the Complainants have a full, complete and adequate remedy at law.

(E) That it is apparent from the face of the Bill that the Complainants have been guilty of laches.

(F) And for such other reasons to be assigned at the hearing of this demurrer, including the defense of the Statute of frauds

And having interposed this demurrer, and reserving unto your Respondents all of the defenses set forth in said demurrer, these respondents in answer to the amended Bill of Complaint say:

(2) Answering paragraph one, the respondents admit that the Complainants and the Respondents together purchased the farm referred to in said paragraph one, but deny the other allegations of said paragraph.

(3) That the Respondents deny the allegations of paragraph two of the said Amended Bill of Complaint.

(4) Answering paragraph three of the said Amended Bill of Complaint, the Respondents deny that there was an agreement to sell the Respondents' interest in the said farm to the Complainants, and further deny the other allegations of paragraph three of

said amended Bill of Complaint.

(5) Answering paragraph four of the Amended Bill of Complaint, the Respondents deny that they never claimed or asserted any rights in said farm, but on the contrary, say that they have always claimed ownership of an interest in said farm in accordance with the conveyance made to the Complainants and the Respondents in the year 1920 under the deed referred to by the Complainants in the Amended Bill of Complaint as Exhibit No. 1. That further answering paragraph four of the Amended Bill. the Respondents admit that they prevented the Complainants from selling timber on said farm, as such sale would constitute waste. Further answering said paragraph four, the Respondents say that they have no knowledge of the Complainants' desire to refinance the mortgage, and that the Complainants are not entitled to the conveyance of an interest which does not belong to them, but, which has, since its acquisition in 1920 belongs to and at the present still belongs to the Respondents.

(6) Further answering said Amended Bill of Complaint, the Respondents say that the Complainants are indebted to them in substantial amounts as their interest in the machinery, equipment and other items of personal property on said farm as well as for profits of the said farm. That the Complainants did very little work on the said farm, but, on the contrary, William A. Boehm, Jr., one of the Respondents herein was required to do practically all the work for many years. That after the house on the said farm was destroyed by fire, the said William A. Boehm, Jr., one of the Respondents herein, erected a dwelling on the said farm as well as other structures. That the Complainants invested a substantial portion of the profits derived from said farm in the stock market and sustained substantial losses when said stocks depreciated in value. That the use of said profits for the purchase of said shares of stock prevented the Respondents from getting their just proportion of the profits of said farm. That it is very painful for the Respondents to be required to speak against the Complainants, as the Complainants are the parents of the Respondent, William A. Boehm, Jr., but the Respondents have no alternative but to defend themselves against the unfounded and unjust claims of the Complainants.

And having fully answered the Amended Bill of Complaint, the Respondents pray to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, etc.

William A. Boehm Jr.
Josephine Boehm
Respondents

Ginsberg & Ginsberg
Solicitors For Respondents

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 9th day of December, 1942, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William A. Boehm, Jr. and Josephine Boehm, his wife, the Respondents, and they made oath in due form of law that the matters and facts set forth in the Answer are true to the best of their knowledge, information and belief. And they further made oath in due form of law that the demurrer filed herewith is not for the purpose of delay.

As witness my hand and Notarial Seal the day and year above mentioned.

(NOTARIAL SEAL)

Gertrude Fried
Notary Public.

Filed Dec. 10th. 1942

CROSS-BILL

William A. Boehm, Jr. and
Josephine Boehm, his wife
Crownsville, Maryland

vs.

William Boehm and Agnes Boehm,
his wife
Crownsville, Maryland

No. 8429 Equity

In the Circuit Court

for

Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, by way of Cross-Bill, complaining, say:

(1) That heretofore William Boehm and Agnes Boehm, his wife, filed their Amended Bill of Complaint in this Court praying that your Orators be declared to hold their legal title to the land referred to in said Amended Bill of Complaint in trust for the Respondents herein; that your Orators be required to convey all their right in said land to the Respondents herein; that a trustee be appointed to convey to the Respondents herein all of the rights of your Orators in said land and for general relief.

(2) That your Orators have demurred to and answered the said Amended Bill of Complaint, and in their demurrer and answer have shown that the said William Boehm and Agnes Boehm, his wife, the Complainants in the Amended Bill of Complaint are not entitled to any relief in this Honorable Court, but on the contrary your Orators of right and by the rules and practice of Equity ought to have relief in the premises all of which matters will more fully appear by reference to the said Amended Bill of Complaint and the demurrer and answer thereto.

(3) That the Respondents are indebted to your Orators in substantial amounts as their interest in the machinery, equipment and other items of personal property on the farm acquired by your Orators and the Respondents herein in the year 1920 (which farm is referred to in the Amended Bill of Complaint) as well as for profits of the said farm. That the said Respondents did very little work on the said farm and William A. Boehm, Jr., one of your Orators herein was required to do practically all the work on said farm for many years. That after the house on said farm was destroyed by fire, the said William A. Boehm, Jr., one of your Orators herein, erected a dwelling on said farm as well as other structures. That the Respondents herein invested a substantial portion of the profits derived from said farm in the stock market and sustained substantial losses when said stocks depreciated in value. That the use of said profits for the purchase of said shares of stock prevented your Orators from getting their just proportion of the profits of the said farm.

To the end therefore:

(a) That the Respondents herein be required to account to your Orators for the interest of your Orators in the machinery, equipment and other items of personal property on the farm acquired by your Orators and the Respondents herein in the year 1920 (which farm is referred to in the Amended Bill of Complaint) as well as for profits of the said farm.

(b) That the Respondents herein be required to produce books and records showing the sums received by them from the sales of tobacco, poultry, vegetables, fruits and other products of the farm acquired by the parties in the year 1920.

(c) And for such other and further relief as the circumstances of this case may require.

And as in duty bound, etc.

Josephine Boehm
William A. Boehm, Jr.
Complainants in Cross-Bill

Ginsberg & Ginsberg
Solicitors For Complainants in Cross-Bill

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 9th day of December, 1942, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William A. Boehm, Jr. and Josephine Boehm, his wife, the Complainants in the Cross-Bill, and they made oath in due form of law that the matters and facts set forth in the Cross-bill are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal the day and year above mentioned.

(NOTARIAL SEAL)

Gertrude Fried
Notary Public

Service of two copies of Cross-Bill of Complaint hereby admitted this 10th day of Dec. 1942.

Emanuel Klawans Solicitors for Plaintiffs and Cross-Defendants.

Filed Dec. 10th. 1942

Answer to cross bill of complaint

To The Honorable, The Judges of said Court:

The answer of William Boehm Sr. and Agnes Boehm, his wife, to the cross-bill of complaint exhibited against them in the above case, respectfully shows:-

1.That they admit the allegations made in paragraph 1 of the cross bill of complaint.

2. That they deny all allegations made in paragraph 3 of the cross bill of complaint.

And having fully answered said cross bill of complaint they pray to be hence dismissed with their costs.

Marvin I. Andersen
Emanuel Klawans
Solicitors for the cross defendants

Service of copy this 2d day of Feb. 1943 admitted by

Ginsberg & Ginsberg Attys for the defendants and Cross-Complainants

Filed Feby. 2" 1943.

OPINION

This is a suit brought by a father and mother against their son and his wife, Prior to 1920 all the parties lived in Baltimore. The father was a carpenter by trade; and the son a machinist. They are of German extraction; the father spoke English brokenly, and it was stated that the mother could not make herself understood. In any event, when she was called to the stand she became so hysterical that her Solicitors withdrew her and she did not testify. The father is seventy-four years of age and the mother is well advanced in years. The Defendants did not state their age but they have at least one grown son.

In the spring of 1920, or possibly prior thereto, the Plaintiffs and Defendants decided to move to the country; and some time during that year bought a farm in Anne Arundel County. The deed for this farm (Exhibit No. 1 with Bill of Complaint) is dated October 2, 1920, and was recorded October 15, 1920; but there is evidence to indicate that the farm was actually bought some months prior thereto. The purchase price was Fifty -four Hundred Dollars ($5400.00), of which Thirty-two Hundred Dollars ($3200.00), was settled for by the assumption of a mortgage then on the property and the balance, namely, Twenty-two Hundred Dollars ($2200.00), was paid by the Plaintiffs and Defendants in equal shares. The property was conveyed, as to a half interest, to the Plaintiffs, as tenants by the entireties, and, as to the other half interest, to the Defendants, as tenants by the entireties. The farm was improved by a dwelling; but there was no barn or outbuildings and only about twenty of the one hundred two and one-half acres in the farm was clear of timber or brush. All the parties moved to the farm soon after its purchase and continued to live thereon for about two years. During most of this period the father and son worked in Baltimore, and no effort was made to engage in any extensive farming operations, and there was little, if any, income from the farm and the taxes thereon and the interest on the mortgage were paid by the Plaintiffs and Defendants in equal shares. After the expiration of said two years, the son and his wife moved back to Baltimore. The father and mother continued to live on the farm for a while after that, but in 1923 the father went back to Baltimore, where he got work, and boarded with one of his daughters. The mother stayed on the farm for a further period but she finally went back to Baltimore and for several years the farm was vacant.

The Defendants ceased paying their share of the taxes and interest after they left the farm in 1922. In October, 1924, the Defendants decided to buy a home on Lauretta Avenue, Baltimore. The father testified that at this time his son expressed a desire to get the money which he, the son, and his wife had invested in the farm, out of the same, and that the Plaintiffs, thereupon, agreed to buy, and the Defendants agreed to sell, their interest in the farm for Eleven hundred Dollars ($1100.00); and that he, the father, thereupon, drew out of the Calvert Bank Five Hundred Dollars ($500.00), which he had on a savings account, added Seventy Dollars ($70.00), thereto, and paid over the whole Five Hundred and Seventy Dollars ($570.00), to his son on account of the purchase money. This money was used by the son and his wife in purchasing the Lauretta Avenue property; and the title thereto was taken in their names, as tenants by the entireties.

Nothing more seems to have happened until along in 1927 or 1928, when we find the father and son driving from Baltimore down to the farm on holidays and Sundays and building a tobacco barn, chicken house and garage. The barn was only thirty feet by forty-eight feet, and the chicken house and garage were also small. Most, if not all, of the necessary lumber was sawed from trees cut on the farm, while the father purchased the galvanized roofing and the other necessary materials, and paid for the sawing of the lumber. In 1929, the father moved back to the farm and he and a colored man named Creek, planted some tobacco. The father paid all the expenses of this crop and got all the proceeds from the sale thereof, namely, Nine Hundred and Seventy-one Dollars

and Thirty Cents ($971.30).

In 1930 the dwelling house burned down and the proceeds of the insurance thereon, namely, Two Thousand Dollars ($2000.00), was paid to the Mortgagee, thereby reducing the mortgage to Twelve Hundred Dollars ($1200.00). Shortly thereafter the father and son agreed to work the farm on shares, that is to say, on a half and half basis, and the son and his wife rented their Lauretta Avenue house for Thirty-five Dollars ($35.00) a month, and they and their children moved back to the farm. The two families lived in outbuildings and the father and son proceeded to grow tobacco and possibly some other crops, and rebuild the dwelling. The tobacco was sold in the name of the father and possibly a part of the proceeds thereof was expended in buying material used in rebuilding the house, but some of the lumber was sawed from trees cut on the farm, and the father put up some money out of his own pocket, and Twelve Hundred Dollars ($1200.00), was raised in October, 1931, by increasing the mortgage from Twelve Hundred Dollars ($1200.00) to Twenty-four Hundred Dollars ($2400.00). The father and son continued working together until late in 1932 or early in 1933, when someone, possibly the mother, suggested that the farm was not large enough for two families to make a living on, and that perhaps it would be better if the son and his wife went back to Baltimore, so that the son could resume his work as a machinist. The son and his family apparently acceded to the idea that the farm was not large enough for two families, but instead of going back to Baltimore, the Defendants bought another farm just a short distance from the farm in question. The purchase price of this farm was Fifteen Hundred Dollars ($1500.00), of which Four Hundred Dollars ($400.00), was paid in cash and the balance secured by a mortgage. The title to this farm was taken by the Defendants as tenants by the entireties. The father testified that at this time he paid his son the balance of Five Hundred and Thirty Dollars ($530.00), due on the contract of purchase, with interest thereon from October, 1924, amounting in all to a little over Eight Hundred Dollars ($800.00).

In any event, the Defendants with their family moved from the farm in question to the new farm and never participated in the operation of, or shared in the profits from, or paid any of the expenses on, or asserted any acts of ownership over, the first mentioned farm until in the summer of 1942, when the Plaintiffs sold some trees, and the Defendants' two sons went on the farm and notified the purchaser of this timber that their parents, the Defendants, owned a half interest in said farm and would not permit the removal of said timber; and shortly thereafter this suit was brought.

The amended bill of complaint, after setting up the alleged purchase by the Plaintiffs from the Defendants, the payment of said purchase money, with interest, and possibly sufficient facts to remove the bar of the Statute of Frauds, (if they had been proven) prayed that the Defendants be declared to hold their legal title to said land in trust for the Plaintiffs, that the Defendants be required to convey their interest in said land to the Plaintiffs, and for further relief. The Defendants filed a combined answer and demurrer to this amended bill wherein they denied practically all of the material allegations thereof and asserted that the Plaintiffs had not stated in their bill such a case as entitled them to relief in equity, and relied on the laches of the Plaintiffs and the Statute of Frauds. The Defendants also filed a cross-bill alleging that

the Plaintiffs were indebted to them for their interest in machinery, equipment and other personal property on the farm, as well as for the profits from said farm and for the erection of certain buildings thereon; and asked for an accounting.

(1) As the Court sees the situation, the first question to be determined is, did the Defendants agree to sell their interest in the farm to the Plaintiffs for Eleven Hundred Dollars ($1100.00), as alleged by the Plaintiffs? Much of the testimony is in direct conflict and the question is purely one of fact and its determination turns upon the weight to be given the testimony of the several witnesses and the inferences to be drawn therefrom. In other words, in a situation such as is shown by this record, the Court can only decide by testing the probable truth of the facts to which the witnesses testify by the dictates of common sense, guided by the ordinary experience of men in their relations to each other; and while there are no legal rules for determining the weight of testimony, it naturally takes less testimony to support allegations of fact or conditions which are reasonable or consistent with common knowledge and experience than where such facts are unreasonable, improbable and contrary to the known habits and conducts of men in the ordinary affairs of life. And in valuing the testimony of the witnesses in this case, some effect must be given to its probable truth when considered in connection with the relative situation and resources of the parties and their experience and apparent intelligence and the purposes which respectively they were trying to accomplish.

Turning now to the testimony, we find that the Defendants left the farm in 1922 and moved to Baltimore, where the son had work, and from that time until after the house burned down in 1930 they never contributed a cent toward the taxes on the property or the interest on the mortgage, but left the Plaintiffs to pay the whole thereof, notwithstanding the fact that the Plaintiffs were for the greater part of that time not in possession.

In 1924 the Defendants bought the Lauretta Avenue property and it is fair to assume they wanted to make as large a down payment as possible. The father testified that at this time the Plaintiffs bought the Defendants' interest in the farm and paid Five Hundred and Seventy Dollars ($570.00), on account of the purchase money. The son and his wife both deny a sale at this or at any other time, and say that the matter was never even discussed. The son, however, admits that he got Five Hundred Dollars ($500.00) at this time but insists that Two Hundred and Fifty Dollars ($250.00) thereof was for his share of the sale price of certain cross-ties which had been sold several years prior thereto; and that the other Two Hundred and Fifty Dollars ($250.00), was to reimburse him for money he had paid out for a Briscoe car bought in 1920, at about the time the farm was bought. The Bank book of the father at the Calvert Bank shows that he withdrew Five Hundred Dollars ($500.00) on October 11, 1924, and it further shows that this Five Hundred Dollars ($500.00) had been accumulated for quite a period prior to the time it was withdrawn, so, if he had owed the Defendants Five Hundred Dollars ($500.00) for several years, as the son says he did, it seems curious that he did not pay his debt, and that the son did not insist on the payment thereof, prior to October, 1924. At that time no one was living on the farm and the same was absolutely unproductive; and as far as we know nothing had ever been sold off of it except the

cross-ties. The Defendants had not contributed to their share of the taxes for 1923 and 1924, nor had they contributed to their share of the interest on the mortgage. The Defendants' share of these two items for the two years would have amounted to a little over Two Hundred and Fifty Dollars ($250.00) and, it seems strange that the father should give them half of the Five Hundred Dollars ($500.00) he had received for the cross-ties.

The testimony of the Defendants in reference to the Briscoe car is likewise not convincing. The son at first testified that the car cost Five Hundred Dollars ($500.00), that he had a half interest therein and that his father had paid him Two Hundred and Fifty Dollars ($250.00) for this half interest. When he was asked whether the car had not been registered in the father's name, and why the father would pay him Two Hundred and Fifty Dollars ($250.00) in 1924 for a half interest in a car which had been purchased for Five Hundred Dollars ($500.00) in 1920, and was then two years old, he stated that the Two Hundred and Fifty Dollars ($250.00) he had contributed towards the cost of the car was a loan to the father. The son's wife testified that in 1920 she had given her mother-in-law Six Hundred Dollars ($600.00) with which to buy the car and produced a Bank book on the Savings Bank of Baltimore to substantiate her statement. This book shows the withdrawal of Six Hundred Dollars ($600.00) on May 12, 1920, Four Hundred and Fifty Dollars ($450.00) on September 22, 1920, and Fifty Dollars ($50.00) on October 9, 1920, and it is interesting to note that these withdrawals amount to exactly Eleven Hundred Dollars ($1100.00), the amount the Defendants paid on account of the purchase price of the farm. The son admits that he used the car in driving to and from Baltimore during the two years, from 1920 to 1922, he lived on the farm. An automobile does not last forever, and the natural inference is that this automobile was purchased by the Plaintiffs and Defendants on the understanding that it was to be used by both families, so it would not be reasonable to expect the Plaintiffs to pay the Defendants Two Hundred and Fifty Dollars ($250.00), for their share therein after it had been used for four years.

The son did, during 1927 and 1928, help the father in building the tobacco barn, garage and chicken house. There is nothing definite as to how much work the son did or how much it was worth.

He only worked on holidays and Sundays. He did not furnish any of the materials for these buildings. The Plaintiffs, if the father's testimony is to be accepted as true, owed the Defendants Five Hundred and Thirty Dollars ($530.00) on account of the Eleven Hundred Dollars ($1100.00) purchase money. It may be that the son felt that the father would never be able to pay this Five Hundred and Thirty Dollars ($530.00) unless he was put in a position where he could derive some income from the farm, or it may so happen that the son felt that he would like to help his father out on holidays and Sundays when he could do so without interfering with his own work. Then, if the father had not bought the Defendants' interest, as he said he did, it is strange that he, while not living on the farm and while he was getting no income therefrom, would continue paying all the taxes, all the interest on the mortgage, all the premiums on the insurance policy and furnishing all the materials for these buildings, costing about Six Hundred Dollars ($600.00), in addition to his own labor. The father was an experienced carpenter, the

son a machinist and it is only fair to assume that the father's efforts in erecting these buildings were the more valuable.

In 1930 the dwelling burned down and shortly thereafter the son and his wife rented their home on Lauretta Avenue and moved back to the farm. Here again the testimony is somewhat in conflict. Some of the witnesses testified that the son's health was not so good and that work in Baltimore was slack; and this the son did not deny.
We all know that economic conditions were at this time decidedly on the down grade, and that this condition continued until a couple of years later, when all business was practically prostrate; and the Court has no doubt that these economic conditions had a great deal to do with the Defendants' course of action. They had the payments to make on the mortgage on the Lauretta Avenue house, and the Thirty-five Dollars ($35.00) a month rent they received therefrom at least assured their ability to make these payments. When the Defendants came back to the farm they did not have any fresh money, did not offer to contribute their share of the taxes, interest or insurance which the father had been paying, and did not offer to reimburse the father for half the money the father had laid out for materials for the barn, garage and chicken house. The only agreement at this time seems to have been a simple agreement that the father and son were to work the farm on a fifty-fifty basis, which the Court understands to mean, that each would contribute half the expenses and get half the profits. The son complains that his share of the profits went into the purchase of building materials, and to some small extent this may be true, but on the other hand, the tobacco for the years 1930, 1931 and 1932 only brought $2498.93, an average of $832.98 a year, and the son admitted that he and his family got their living off the farm during these years, and the taxes, interest and insurance and other fixed charges had to be paid, and fertilizer, gasoline and other farm supplies had to be bought, so it is rather difficult to understand how very much, if any, of the son's share could possibly have been used to purchase materials.

The mortgage had been reduced from Thirty-two Hundred Dollars ($3200.00) to Twelve Hundred Dollars ($1200.00) by the application of the proceeds of the insurance on the house (for which the Defendants never paid a cent), and the Defendants joined with the Plaintiffs in increasing this to Twenty-four Hundred Dollars ($2400.00) so as to raise money to buy materials. At this time the Defendants had not been paid in full and the title to a half interest in the property still stood in their names, so it was necessary for them to join in the mortgage.
Values at that time were very much depressed and the Defendants undoubtedly felt that their chances of collecting the balance due them would be enhanced by increasing the mortgage, and using the proceeds of the increase in buying materials for rebuilding the house. In any event, the Defendants were not, and could not be, prejudiced by the giving of this mortgage; and it accounts for Twelve Hundred Dollars ($1200.00) of the money used to buy materials.

The testimony of the father as to what happened when the Defendants and their family left in 1933 seems the more reasonable. The father said that at this time he paid the son the balance of Five Hundred and Thirty Dollars ($530.00) still owing on account of the purchase money, plus interest thereon from October, 1924, amounting in

all tc a little cver Eight Hundred Dollars ($800.00). The son admitted that his parents gave him Five Hundred Dollars ($500.00) at this time but denied that it had anything to do with the purchase of his and his wife's interest in the farm. At first the son said that his father "gave" him Five Hundred Dollars ($500.00), but when asked why his father would give him Five Hundred Dollars ($500.00) if, as contended by the Defendants in their cross bill, the Plaintiffs owed the Defendants large sums of money for improvements cn the farm and the profits therefrom, and for other things, he said that the Five Hundred Dollars ($500.00) was a "loan" and the Defendants' Solicitors in their brief call it " a loan not tc be repaid". If, as contended by the Defendants, they had large sums of money due them at that time, and the Plaintiffs had money, the reasonable inference is that the Plaintiffs would have paid their debt and not have given or loaned the money. Debtors dc not ordinarily give or loan money to their creditors and let their debts stand. The relations between the parties seem to have been somewhat strained at this time. The daughter-in-law laid great stress on the fact that while she cooked on the same stove with her mother-in-law, she did not speak to her from some time in 1930 until the time she left. The father and mother had to borrow Four Hundred Dollars ($400.00) of the money they paid the Defendants and the Defendants did not go on this note. When the new farm was bought Four Hundred Dollars ($400.00) of the purchase money was paid in cash and the son tells us that he had some several hundred dollars in addition thereto, for use in the purchase of equipment; and that corresponds with the father's testimony that he paid a little over Eight Hundred Dollars ($800.00) at this time.

These facts all strongly support the Plaintiffs' theory.

As far back as 1925 the father had purchased a tractor, a plow and some other equipment at a cost of Seven Hundred and Fifty-three Dollars ($753.00) and in the course of years accumulated some other equipment and a little live stock. The son never purchased any equipment or any live stock nor did he contribute to the purchase of any. The father, however, gave him a heifer when he left in 1933. During the period of more than nine years, which elapsed between the spring of 1923 and the summer of 1942, the Defendants paid nothing on account of the expenses of the farm and made no demand for any part of the proceeds of the crops and apparently gave no thought to the investment of the Eleven Hundred Dollars ($1100.00) they now claim they had therein.
At one time the father helped the son a little and at another time the son helped the father, but these were just neighborly exchanges of labor and neither expected to pay or be paid therefor. At another time the father asked the son to help him with his tobacco and the son refused.

The testimony of the father to the effect that he had "paid out" the Defendants is supported by the testimony of his two daughters, a grandson and two neighbors. Mrs Tapman testified that her brother's wife had told her on one occasion that they, the Defendants, had gotten the Five Hundred and Seventy Dollars ($570.00) which the father alleges he paid in 1924, and that at another time her brother told her that the Defendants had been paid for their interest in the farm but that he wanted Twelve Hundred Dollars ($1200.00) for his work. While this conversation was denied by the son, the idea of being entitled to compensation for his work corresponds with the position of the Defendants in their cross-bill. Mrs. Seippel testified that her brother told her that he had

gotten the two payments as testified to by the father. Mrs. Tapman's son (in an affidavit admitted by agreement), stated that in the summer of 1942 the Defendant, William had stated to him and his mother that he, William, had been paid for all interest he had in the farm. Then Emil Gertz, a neighbor, testified that in the spring of 1933, the Defendant, William, told him that his father had paid him for his share in the farm, that they had decided that two families could not make a living on the farm, and that he contemplated buying the farm which he subsequently did buy. Arthur Thompson corroborated Mr. Gertz. While it is true that three of these witnesses are in the family and that the Defendants are engaged in a boundary line dispute with Mr. Gertz, the testimony of these witnesses seems consistent with the actions of the Defendants. The Court was particularly impressed with the appearance and apparent fairness of Mr.Gertz and Mr. Thompson. These men were not interested and were not inter-meddlers and they did not seek the information given them; that just came out as an explanation by the Defendant, William, as to why he was moving off the old farm and purchasing a new one, and that was a natural thing for one neighbor to discuss with another. Then it will be noted that these men say Mr. Boehm, Jr., used the same expression "paid out" which Mrs. Boehm, Jr., used in her testimony, of which I will have more to say later on. Taking all things into consideration, the Court is irresistably led to the conclusion that the Plaintiffs did purchase the Defendants' interest in the farm; and that they paid for it.

It is true that good business demands that the Plaintiffs should have gotten a deed for the Defendants' interest in the farm in 1933, but when their lack of education and their lack of business experience is understood, this is not as surprising as it might seem. It has been suggested that the agreement under which the son and his family returned to the farm in 1930 had the effect of rescinding the previous agreement whereby the Plaintiffs purchased the Defendants' interest. If this were true, then the parties had a right to be placed in statu quo and the Plaintiffs were entitled to the return of the Five Hundred and Seventy Dollars ($570.00) they paid in October, 1924. (Gibaula vs. Sause 173 Maryland 87 and authorities there cited). No demand for the return of this money was made; nor was there any offer to return it. The parties did not consider the contract rescinded. If it was, it was reinstated when the balance of the purchase money was paid in 1933.

(2) But the Defendants contend that Mrs. Boehm, Jr., was not a party to any of these transactions and knew nothing about them. The father testified that his son's wife did know about the transaction. Mrs. Tapmen says that her sister-in-law told her that they, the Defendants, had gotten Five Hundred and Seventy Dollars ($570.00), and Mrs. Boehm, Jr., herself, when on the stand, testified as follows: Q. "What did you say when they wanted you to move off the farm that you owned a half interest in?" A. "I said, if they paid me out what I put in the farm and my money that I put on the mortgage I would sign off. I did not live. I bought my clothes from what I got from the eggs I got, I did not cut in my half". These two families had prior to the spring of 1933 lived on this farm and in the nature of things had to come in daily contact, and whether the daughter-in-law spoke to the mother-in-law or didn't speak to her, she must have known what was going on. If she didn't it is strange that she made the state-

ment just quoted; and it is curious to note that she used the same expression "paid out" which the Plaintiffs' witnesses, particularly Gertz and Thompson, attribute to her husband.

The Five Hundred and Seventy Dollars ($570.00) paid in October, 1924, went towards the purchase money for the Lauretta Avenue house, and at least a part of the Eight Hundred Dollars ($800.00) paid in 1933 went towards the purchase of the second farm; and both of these properties were conveyed to the Defendants as tenants by the entireties. The daughter-in-law got, and is now holding onto, the fruits of the transaction, and will not now be heard to repudiate the same. When one having the right to accept or reject a transaction takes and retains benefits thereunder, he ratifies the transaction and is bound by it and cannot avoid its obligation or effect by taking a position inconsistent therewith (21 Corpus Juris 1206). This may not be technical estoppel but it has the same effect. That Mrs. Boehm, Jr., did know that the sale of her interest in the farm was under discussion and that her husband was trying to work out something in reference thereto is shown by her above quoted answer, and shortly thereafter we find her moving off the farm and investing the proceeds of the sale of her interest therein in another farm. The authority of an agent may be inferred from facts and circumstances and subsequent adoption and ratification of his acts will suffice. (Swindell vs. Gilbert 100 Md. 399, 402). If Mrs. Boehm, Jr., did not know all the details of the transaction she was at least put on notice of facts which demanded that she inquire, and, if she failed to inquire, she is bound by the information the inquiry would have brought forth.

Ross vs. Phillips 148 Md. 165 Read Drug and Chemical, etc., vs. Nattans 130 Md. 465. Maddux vs. Bevan 39 Md. 485 Myers vs. Shipley 140 Md. 380. Trego vs. Adams Express Co. 35 Md. 47. Judik vs. Crane 81 Md. 610. Erdman vs. Rosenthal 60 Md. 312. Rinney vs. Getterman 63 Md. 424. 2 Corpus Juris 493, 496, 502. Adamstown Caning Co. vs. B. & O. R.R. Co. 137 Md. 199.

As hereinafter shown, the contract is unenforceable because not in writing as required by the Statute of Frauds. However, the money paid by the Plaintiffs is traceable directly to both of the Defendants, and, the consideration for its payment having failed, they are bound in equity and in conscience to return it, and it does not matter whether its recovery is sought in an action for money had and received or by a bill in equity. And this is true whether the consideration failed (a) because the contract is unenforceable under the Statute of Frauds, (b) because of uncertainty or (c) for lack of authority in the agent who made it. "It has been said to be a general rule of equity that no one shall avail himself of a law made for his protection, so as to injure another, and especially, not to enrich himself at his expense. 3rd Rand 258" (Green vs. Drummond 31 Md. 78; Wiley vs. Wiley 115 Md. 646, 655).

(3) The contract was entirely in parol; and the Court can find no act of part performance sufficient to remove the bar of Statute of Frauds. 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 some agreement but it must relate to, and be unequivocable evidence of, the particular agreement charged in the bill, and be done solely with a 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 or even the nature of that agreement rests solely on parol evidence, the parol evidence being only auxiliary to the external evidence offered by the circumstances of the case itself (Miller's Equity Sec. 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 Sec. 707; Hopkins vs. Roberts 54 Md. 312; Semmes Vs. Worthington 38 Md. 298; 58 Corpus Juris 1007). Thus in cases where a tenant purchases a property from his landlord under a parol agreement and simply continues in possession, the continuance in possession will be referred to the tenancy even though the original term has expired, and so ordinarily cannot constitute part performance of the contract of sale. (Billingslea vs. Ward 33 Md. 48). As pointed out in Browne on the Statute of Frauds, Secs. 478-480, there is a difference to be noted between the continuance in possession and the taking of it. It is, accordingly, generally held that where one tenant in common sells his interest to another under an oral contract, the mere continuance in possession of the vendee, after the withdrawal of the vendor from possession, is not sufficient to remove the bar of Statute of Frauds (58 Corpus Juris 1009, and cases there cited).

While the Court has been referred to no Maryland case on the exact point and has been unable to find one, it seems that this should be good Maryland law.

The Defendants contend that in no case can a parol sale by one tenant in common of his interest to his co-tenant be taken out of the statute by a part performance; but the Court is not prepared to go that far. If in addition to taking or continuing in exclusive possession of the property it appears that a purchaser from his co-tenant has expended large sums of money in improving the property and that these expenditures were referable exclusive to his purchase, the Court might well hold, as was done in Schluderberg against Deitz 156 Md. 547, that sufficient part performance had been shown. (See also cases cited in 58 Corpus Juris 1010 Note 68). While the Defendants were out of possession for a while, they were living on the property from 1930 to 1933 and all the improvements were made prior to the time they last left, and while the father did pay the taxes, interest and insurance premiums, purchased machinery and furnished the materials for the buildings which were erected, it cannot be said that these were acts "unequivocally referring-to and resulting from the agreement of purchase". (Schluderberg vs. Dietz, supra; Frame vs. Dawson 14 Ves. 386; Hamilton vs. Thirston 93 Md. 213; Soho vs. Wimbrough 145 Md. 498).

(4) But because the agreement cannot be specifically enforced, it does not follow that the Plaintiffs are without remedy.

The Plaintiffs paid the purchase money and the Defendants retain it; and this they in good conscience should not do. Where equity cannot specifically enforce a contract, it will decree compensation not only to the extent of the purchase money paid but as well for any enhancement in value brought about by the purchaser's expenditures for improvements and for any liens paid by the purchasers. (Carr vs. Hobbs 11 Md. 285; Ahrens vs. Ijams

156 Md. 1; Cross vs. Iler 103 Md. 592; Ludlow vs. Grayall 11 Price 58, 147 Reprint 400; Ahrens vs. Ijams 158 Md. 412; Ginsberg's Equity Jurisprudence and Procedure 129). And the amount so paid will be "considered as a lien on the estate in the hands of the vendor for the vendee" (Ibid).

A vendee's lien may be regarded as a counterpart of a vendor's lien; and for a Court of equity to enforce a vendee's lien to enable him to recover the purchase money paid in cases where the vendor is unable or unwilling to convey, is as much a matter of course as for it to enforce a vendor's lien for the unpaid purchase money where the vendor is able and willing to convey and the vendee fails or refuses to pay the purchase money. The fastening of a vendee's lien on property applies with equal force whether the contract is simply unenforceable because of the Statute of Frauds or whether it is void for uncertainty or for some other reason. (Chamberlin vs. Preston 170 Md. 1; Cross vs. Iler, supra).

The Plaintiffs paid Eleven Hundred Dollars ($1100.00), plus some interest; but in view of the fact that they have had, or could have had, exclusive possession for most of the seventeen years since the first payment was made, no interest will be allowed. When the farm was first purchased there was a mortgage of Thirty-two Hundred Dollars ($3200.00) thereon; and this now has been reduced to Twenty-four Hundred Dollars ($2400.00). The Defendants should pay the Plaintiffs Four Hundred Dollars ($400.00) to even that up for otherwise they would be getting an advantage which they should not have. Ordinarily any enhancement in value caused by the Vendee's expenditures will be included in his lien. In this case , that presents a difficult problem. We are not dealing with a simple matter of contribution between two tenants in common, but with a case where the Plaintiffs own a half interest in their own right and are purchasers of the other half interest under an unenforceable contract; and the equities are not quite the same. The son unquestionably did some work in erecting the improvements and to require the Defendants to pay for these improvements would, to a certain extent, be requiring him to pay for his own labor. He was, however, very indefinite about the work he did and there is absolutely no evidence as to the number of days he worked or the value thereof. As heretofore shown, the Defendants contrubuted nothing towards the cost of the materials purchased except what was paid out of the proceeds of the 1930, 1931 and 1932 tobacco crops, and, in the nature of things, that must have been little, if anything. The Defendants not only had themselves to support but they had at least two children to raise; and the father claims that the Defendants got their share of all the income from the farm during this period. When the Defendants left the farm in 1933 there was a balance due the Tobacco Grower's Association and the father paid that out of the crops thereafter raised. The Defendants had no other income except the rent of Thirty-five Dollars ($35.00) a month they received from the Lauretta Avenue house, and the Building Association book shows that from May, 1930, to April, 1933 , inclusive, they paid in for dues, interest and expenses an average of Twenty-three Dollars and Forty-one Cents ($23.41) a month. In addition to that they had to take care of the repairs.

The father testified that he expended Six Hundred Dollars ($600.00) in the purchase of materials for the barn, garage and chicken house; that while he was working in

Baltimore he saved about Twenty Dollars ($20.00) a week, and that in addition to the Twelve Hundred Dollars ($1200.00) raised by increasing the mortgage, he spent considerable of his own money in the purchase of materials used in the house; and the Court is satisfied that he did. He, however, fails to tell us what he spent. While it is fair to assume that the value of the property was enhanced by the erection of these buildings, there is no proof of the extent thereof; and the Court understands that it is "enhancement in value" and not the cost of the improvements in which it is interested. Then while some materials were purchased, considerable thereof was sawed from trees cut on the farm and the value of the farm was depreciated to the extent of the value of the timber so cut. In view of all the facts and circumstances surrounding this case, the Court feels that it should, as far as "enhancement in value" is concerned, leave the parties exactly where they are; and no allowance for enhancement in value will be made.

The Court will, accordingly, decree that the Defendants are indebted unto the Plaintiffs in the amount of Fifteen Hundred Dollars ($1500.00) and will declare this a lien on the Defendants' interest in the farm. There is no evidence as to whether this farm is worth more or less than it was in 1924, when the Plaintiffs purchased the Defendants' interest. It was bought by the Plaintiffs and Defendants in 1920, when the values of real estate were at their peak, and the Court's experience leads it to believe that unless the improvements have added very substantially to its value, it will not bring as much now as it did twenty years ago.

To saddle the Defendants with a deficiency judgment in case their interest in the farm does not bring Fifteen Hundred Dollars ($1500.00), plus the costs and expenses of sale, might, under the circumstances of this case, work a hardship on them, so the Court will provide in its decree that the decree shall be considered "satisfied" in case the Defendants, within thirty days from its date, convey their interest in the farm to the Plaintiffs, subject only to the mortgage of Twenty-four Hundred Dollars ($2400.00), and the interest due thereon, and any unpaid taxes. If, on the other hand, the Defendants feel that their interest in the farm will bring more than Fifteen Hundred Dollars ($1500.00), plus the costs and expenses of sale, they can permit their interest to be sold; and if the property has enhanced in value by reason of the improvements, and the Defendants' interest brings more than enough to satisfy the lien, they will have the benefit thereof; but on the other hand, if it does not bring enough they will be liable for the deficit. Court's of equity do not hesitate to adapt their methods to the exegencies of justice or to protect the equitable rights of those concerned. (Myers vs. East End Loan, etc. 139 Md. 607).

(5) While the Defendants did not plead limitations they now seek to maintain that the Plaintiffs' claim is barred by limitations.

While the Court may refuse relief where the statute of limitations applies, although it is not pleaded (Syster vs. Brewer 27 Md. 319), it has been held that when a Defendant does not rely upon limitations in his answer but only sets up the statute at a later stage of the proceedings, he will be held to have waived the statute. The Court, however, does not feel that the statute of limitations is a bar to the recovery of the

Fifteen Hundred Dollars ($1500.00), which it has heretofore indicated the Plaintiffs are entitled to recover. Limitations only begin to run against a Plaintiff from the time his cause of action accrues, and in the instant case the Plaintiffs' cause of action did not accrue until they had demanded of the Defendants a conveyance of their interest in the property and the Defendants refused to convey. (66 Corpus Juris 1503, 1504, 1517). And as between tenants in common, when there has been no ouster, the statute of limitations begins to run only when there has been a demand for an accounting and a refusal thereof. (62 Corpus Juris 498, and the cases there cited, and particularly Bacon vs. Bacon 165 Northeastern (Mass.) 485, 488). No demand was made on the Defendants for a conveyance until the summer of 1942; and it would seem that their liability to the Plaintiffs is not barred. In any event, the statute of limitations operates only to bar the remedy and not to extinguish the right (Miller vs. Horovitz 172 Md. 419,430); and the Plaintiffs could still enforce their lien even though limitations applied to the personal liability of the Defendants. For instance, while a suit on a mortgage note would be barred after the lapse of three years, a suit on the covenants contained in the mortgage would only be barred after twelve years, and the foreclosure of the lien of the mortgage would only be barred after twenty years. (Earnshaw vs. Stewart 64 Md. 516). A Vendee's lien is an equitable lien and is only barred after the lapse of twenty years.
(B. & O. R. R. Co. vs. Trimble 51 Md. 99; Miller vs. Horowitz 172 Md. 419, 432.)

(6) Nor can the defense of laches avail the Defendants. (Cross vs. Iler, supra). If anyone has been injured by the delay, it is the Plaintiffs; the Defendants have their money. (B. & O. R. R. Co. vs. Trimble, supra.; Miller vs. Horowitz, supra.; Loughran vs. Ramsburg 174 Md. 181). This defense will not be applied where both parties are guilty (Lipsitz vs. Parr 164 Md. 222).

(7) The conclusion reached, supra, necessarily disposes of the Defendants' cross-bill. It is interesting, however, to figure out where these parties would stand in case the Court's conclusion is wrong, and they are still to be regarded as tenants in common of the property. On a bill for an accounting, both parties are actors, and the Court may enter its decree in favor of either, as circumstances may dictate.

The Defendants maintain that they were not ousted; and with that position the Court agrees, and the rule in Marylans is that "one tenant in common cannot be held liable to his co-tenants for use and occupancy of the common property unless there has been an ouster of his co-tenants". (Israel vs. Israel 30 Md. 120). It is true that where one tenant in common acts as bailiff for the other or is in the exclusive perception of the rents of the common property from a third person, he will be held to account, but the cases make a distinction between the perception of rents from a third person and the use and occupation by the tenant himself; this view being based not only on the language of the Statute of Anne (St. 4 Anne Ch. 16) but also on the ground that it would be unjust that the co-tenant in possession, who has the right to use the land, and who perhaps makes it productive by his labor, should be compelled to divide his profits with another who does not choose to exercise his own right of occupancy. (Tiffany on Real Property 675). And when one co-parscener, in possession, pays obligations such as taxes, insurance and the cost of ordinary repairs, which may be regarded as carrying charges, he

does not have recourse against the other for contribution without an agreement from the other to pay; but such a tenant is entitled to contribution for necessary repairs, and improvements which add a permanent value to the estate, made with the assent of his co-tenant. And a co-tenant, not in possession, is entitled to contribution for taxes, insurance and ordinary repairs paid for by him.
Israel vs. Israel, supra. Hogan vs. McMahon 115 Md. 195, 199, 200. McLaughlin vs. McLaughlin 80 Md. 115. Schilback vs. Schilback 171 Md. 405. Ramstead vs. Ramstead 74 Md. 387. 62 Corpus Juris 484.

These principles preclude the Defendants from recovering anything from the time they left in 1933 to the present time. In any event, after deducting the cost of raising the crops and the expenses of maintaining and operating the farm, there would likely be no profits to divide, for the yearly average of the tobacco crops has been considerably less than One Thousand Dollars ($1000.00) and the Court understands that to be the principal source of income.
For practically the whole period of six years from 1923 to 1928, inclusive, no one was in actual possession of the farm and there was no income therefrom. The Plaintiffs, however, paid the interest on the mortgage and the taxes for all that time, and the insurance premiums for more than half thereof. The taxes amounted to about Sixty Dollars ($60.00) a year and the interest on the mortgage to One Hundred and Ninety-two Dollars ($192.00) a year. Disregarding the insurance premiums, the Plaintiffs actually paid out about Fifteen Hundred Dollars ($1500.00) in these six years, and, as they were not in possession and received no income, they would be entitled to contribution from the Defendants. There was a tobacco crop raised in 1929 but the Defendants are not entitled to any allowance by reason thereof for the same reason that no allowance is made for the years 1933 to 1942, inclusive.

The Court feels that the Plaintiffs contributed considerably more towards the cost of the buildings than the Defendants did; but except for the Six Hundred Dollars ($600.00) spent by the Plaintiffs for materials for the barn, garage and chicken house, it has no figures sufficiently definite to form the basis of a judgment.
These figures, if necessary, could possibly be procured by referring the case to the Auditor or by taking additional testimony. In that event the Court might charge the Defendants with the Five Hundred Dollars ($500.00) they got in 1933 on the principle that "he who seeks equity must do equity", or, as an alternative, the Court might refuse allowance to the Defendants for any work done by them, or for any money expended by them for materials, to the extent of this Five Hundred Dollars ($500.00), as was done in Ridgely-against Bond, 18 Md. 433.

But it is unnecessary to go into that further. I have already indicated that the Plaintiffs, if they are to be treated as tenants in common and not as purchasers of the Defendants' half interest, are entitled to contribution to the extent of half of Twenty one Hundred Dollars ($2100.00) and that on additional testimony this might be considerably increased; and any sum found due by the Defendants would constitute a lien on their half interest. It appears that, from a practical standpoint, it doesn't make much difference whether the Plaintiffs are held to have bought the Defendants' interest

or whether the parties are still to be considered as tenants in common.

(8) The demurrer will be overruled. While the bill of complaint is not as well drawn as it might be, it sets up a case of equitable cognizance.

James Clark

Associate Judge.

Filed March 4" 1943.

DECREE

William Boehm and Agnes Boehm, his wife,

Plaintiffs.

vs.

William Boehm, Jr., and Josefin Boehm, his wife.

Defendants

No. 8429 Equity

In the Circuit Court for

Anne Arundel County

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

It is, thereupon, this 3rd day of March, 1943, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the Defendants' demurrer to the amended bill of complaint be, and the same is hereby, overruled.

And it is further ADJUDGED, ORDERED AND DECREED that there is due from the Defendants, William Boehm, Jr., and Josefin Boehm, his wife, unto the Plaintiffs, William Boehm and Agnes Boehm, his wife, the sum of Fifteen Hundred Dollars ($1500.00), with interest thereon from the date hereof until paid, and said sum, with interest as aforesaid, is hereby declared to be a lien on the interest of said Defendants in the farm mentioned in these proceedings, that is to say, the farm described in the deed from Joseph Kreutzer and Maggie Kreutzer, his wife, to the Plaintiffs and Defendants, dated the 2nd day of October, 1920, and recorded among the Land Records of said Anne Arundel County in Liber W.N.W. No. 37, folio 88, etc.

And it is further ADJUDGED, ORDERED AND DECREED that the Defendants pay, or bring into Court to be paid, unto the Plaintiffs, the sum so due, with interest as aforesaid, within thirty days from the date of this decree, together with their costs of suit; or in default thereof, that all the right, title and interest of the Defendants in and to said farm be sold; that Emanuel Klawans and Hyman Ginsberg be, and they are hereby appointed trustees to make said sale and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of Fifteen Hundred Dollars ($1500.00), with a corporate surety, or in the penalty of Three Thousand Dollars ($3000.00) with a personal surety or sureties, conditioned, no matter the amount, 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 notice by advertisement inserted, for three successive weeks, in such newspaper or newspapers published in said Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which terms shall be cash upon the ratification of said sale; and as soon as may be convenient after such sale or sales, said trustees

shall return to this Court a full and particular account of their proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of said sale and upon payment of the whole purchase money (and not before) the said trustees shall, by a good and sufficient deed, to be executed according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns, the property and estate to him, her or them sold, free, clear and discharged of all claims of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or any of them; and the said trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall have appeared to have discharged their trust.

And, it is further ADJUDGED, ORDERED AND DECREED (anything herein to the contrary notwithstanding) that the Defendants may satisfy this decree, and extinguish the lien hereby created, at any time prior to the expiration of said period of thirty days, by paying the costs of this case to be taxed by the Clerk, and, by a properly executed deed, conveyed their half interest in and to said farm to the Plaintiffs free and clear of all liens and encumbrances, except for the mortgage of Twenty-four Hundred Dollars ($2400.00), dated October 17th, 1931, and any interest owing thereon, and the State and County taxes then due on said property.

And it is further ADJUDGED , ORDERED AND DECREED that the Defendants' cross-bill be, and the same is hereby dismissed.

James Clark

Associate Judge.

Filed March 4th. 1943.

Testimony and Exhibits on behalf of Plaintiffs and Defendants, February 5th.1943.

Testimony taken before the Court (Judge Clark) February 5th. 1943.

Messrs. Anderson and Klawans, Solicitors for Plaintiffs.

Messrs. Ginsberg and Ginsberg, Solicitors for Defendants.

Juliet D. Strahorn, Court Stenographer.

I hereby certify that the following testimony was taken by me as Court Stenographer before Judge James E. Clark, on February 5th, 1943, and by me transcribed for the record and duly filed.

Witness my hand and seal this 15th day of March, 1943.

WITNESSES: Juliet D. Strahorn (SEAL)

Court Stenographer A. A. Co. Ct. Ct.

Index of Witnesses.

For Plaintiffs.

Willaim Boehm, Sr. ---------- 2 to 17 --- 17 to 26 --- 27 to 29

Mrs. Anna Tapman, ---------- 30 to 34 --- 34 to 35

George B. Tapmen, ---------- 36

Elsie Seipel, ----------37 to 39 --- 39 to 41

Emil Gertz, ---------- 41 to 42 ---- 42 to 43

Arthur Thompson, ---------- 43 to 44

John Jennings, ---------- 45

Preston Creek, ---------- 46 ----46 to 47

John Stadter, ----------48 to 49 --- 49

For Defendant.

William Boehm, Jr. -------- 50 to 60 ------ 60 to 75

Mrs. William Boehm, Jr. ----76 to 80 ------80 to 86

Thomas F. Brady, ---------- 87 to 88

William J. Boehm, 111 ------89

William Boehm, Sr. one of the Plaintiffs, being first duly sworn, deposes and says:-
(Anderson)

1. Do you own a place in Anne Arundel County?

A. Yes sir.

2. Where is that property located?

A. On the Chesterfield Road in the Second Election District of Anne Arundel County, Md.

3. When did you buy the property?

A. October 2nd, 1920.

Offered in evidence certified copy of deed dated October 2nd, 1920, recorded among the Land Records of Anne Arundel County in W.N.W. 37, folio 88, from Joseph Kreutzer and Maggie Kreutzer, his wife, to William Boehm and Agnes Boehm, husband and wife, and William Boehm, Jr. and Josefin Boehm, husband and wife, now filed and marked Exhibit A with testimony.

4. Conveying one-half interest to the son and half interest to you?

A Yes.

5. How much did you pay for that property?

A. $5200.

6. Was that paid in cash or how?

A. I paid $1100 and my son paid $1100 and $3200 was mortgage on it to Mr. John Stadter of Baltimore.

7. After you bought the farm who went to live on it?

A. I went to live on it with my wife and my son William Boehm, Jr. and his wife lived on it.

8. How long did you four live on the place?

A. We lived about two years on that place.

9. Then what happened?

A. Then my son left the farm because we could not make a living on it there as was no tobacco barn or nothing to make a living on it.

10. What improvements were on there at that time?

A. Old cow stable and little chicken coop and old house.

11. How many acres?

A. 102 acres in all.

12. No tobacco barn?

A. No.

13. While you were on it what crops did you raise or attempt to raise?

A. We raised a little corn.

14. You say that continued about two years and your son moved off?

A. Yes.

15. Where did he go?

A. To Baltimore, to town.

16. What did he do there?

A. He worked as a Machinist.

17. During the time you were on the farm who paid the taxes and interest

A. They were paid half and half.

18. That was for about two years?

A. Yes.

19. Would yoy say 1921 -1922?

A. Yes.

20. Then did there come a time when you went to work in Baltimore?

A. Yes, in 1923 I went to Baltimore.

21. Why did you do that?

A. I could not make a living on the farm.

22. Who stayed on the farm?

A. We moved all off the farm and it was vacant for two years.

23. Your wife went with you to town?

A. Yes, went with me to town.

24. What did you do while there?

A. I worked as a Machinist too.

25. Was that your trade?

A. That's my trade.

26. How long did you stay in Baltimore?

A. I stayed until 1929.

27. How long did your wife stay?

A. She went earlier on the farm, I don't remember the exact year she went on the farm she lived by herself.

28. How long did she stay in Baltimore?

A. About two years I guess.

29. During those two years whi paid the taxes and insurance and so on?

A. Since my son left I paid all the taxes, all the insurance and all the interest on the mortgage.

30. So you have paid all expenses from 1923 to date, is that what you say?

A. About since 1930 and 1933 my son paid half because he worked half and half on 50-50.

31. What was the reason your son did not continue to pay half?

A. He bought a house in Baltimore for $4200, and he wanted his share on the farm to pay on this house so I gave him $500. I got my bank book to show where I wrote $500 at the Bank and paid him.

32. When was that, 1925?

A. Yes. I worked a few years in town and I had saved money. He wanted more, and my

wife had $70 and we gave him that.

33. I understood you to say that after you bought the farm you and your son resided on the farm for about two years?

A. Yes.

34. During that time he paid half the expenses?

A. Yes.

35. Then he went to Baltimore?

A. Yes.

36. After he went to Baltimore did he pay any expenses?

A. No.

37. So from 1923 down to date who has paid the taxes and insurance and interest on the mortgage?

A. I have paid that all off myself, and I figure together I paid $5600.

38. Is this the Bank book you have reference to?

A. Yes.

Objection. Overruled. Exception.

39. Is this the Bank book you have reference to?

A. Yes.

40. Which is the item you say was drawn out to pay him? Is this the $500 entry there?

A. Yes.

Bank book No. 85067, Calvert Bank offered in evidence, and marked Exhibit B.

Objection Overruled Exception.

41. Do you know who made this entry of $500? That is not your handwriting?

A. No. I did not write in it.

42. That was when your son bought the house in Baltimore in 1925?

A. Yes.

43. That $500 that came out of that Bank on October 11th you testify you paid that to your son?

A. Yes, and his wife was in the room too when I paid it to him.

44. You say his wife was in the room when the money was paid?

A. Yes.

45. She knew what it was paid for?

A. Sure.

46. What was it paid for?

A. To put it on the mortgage on his house that he bought, that was what he was going to use it for.

47. Why were you giving it to him, this money?

A. He asked me for that money to pay on the mortgage on his house.

48. What were you to get for it?

A. I gave it to him, he did not make anything out, I trusted him he was my son.

49. What was the agreement about it?

A. He asked for it to pay him his share off.

50. He asked you to pay his share off?

A. I only had $500 left from the two years we worked down town so I gave it to him.

51. How much was he to get?

A. $1100.

52. That left you $530 more to pay? Did you pay him anything in addition to the $500 at that time?

A. Yes, $70.

53. At that time he got $570?

A. Yes.

54. You owed him how much balance, what was the total price to be paid, how much were you to pay him for his interest in the place?

A. $1100 he paid in, and I paid him $570.

55. Was his wife satisfied with the transaction?

A. Yes.

56. Why do you say that?

A. She did not make any objection to it.

57. Did she like the farm?

A. You mean the first year she stayed there? I don't thing she liked it much either because they had not much living to make.

58. When did you pay off the balance?

A. In 1930 my son moved on the farm again, the house had burned down and built a new house and they moved back and he lived two years with me on the farm.

59. When did you pay some more money to your son? You testified you left a balance of $630?

A. $530.

60. Did you pay that?

A. I paid that in 1933 with 6% interest back to 1925.

61. In 1933 you paid the balance with interest?

A. 6% interest back to 1925, he figured it himself out and I paid to him $800 and some dollars for his interest.

62. Did anybody else see you pay the $570?

A. It was paid in my room, nobody saw it but my wife.

63. How about the payment in 1933 of the balance plus interest at 6%, anybody but yourself know about that?

A. He mentioned it a few times to other people who knew I paid him off.

Motion to strike out. Motion granted.

64. Going back to the payment in 1925, who worked the place in 1925?

A. It was not worked at all.

65. Who worked it in 1926?

A. Nobody.

66. Who worked it in 1927?

A. Nobody.

67. Who worked it in 1928?

A. Not anything raised all those years.

68. Who paid the taxes and interest?

A. I paid them all.

69. In 1928 were any improvements put on the place?

A. I had a colored fellow, Preston Creek, start grubbing.

70. Who paid him?

A. I paid him.

71. Were any buildings put on the place in 1928?

A. I built a chicken coop, a double garage and tobacco barn.

72. Who paid for those?

A. For the material I paid.

73. When was it these buildings were put on there?

A. In 1928.

74. How much did you pay for materials that went in the barn?

A. About $300.

75. I ask you to look at this and state whether this is the bill for that?

A. It is the shipping bill from the Lumber mill for material when I built the house. There are three truck loads on it.

76. Who did you buy material from for the barn?

A. In 1922 me and my son and Mr. Jennings sawed the timber.

77. What place did you saw it off of?

A. Off my farm.

78. Who paid Jennings?

A. I paid Jennings, paid him myself. He helped build the barn, helped my son, my son worked in town and spare time Saturdays he worked half a day, I drove him out in the machine and Saturday and Sunday we worked on the barn together and we built the barn up.

79. Where was he working at the time?

A. In Baltimore too, I brought him Saturday afternoon out and Sunday evening I took him back again, we built it in spare time Saturday and Sunday.

80. Did you only work on it in spare time?

A. Yes, we worked in one factory at that time.

81. You would bring him down and do this work on the barn?

A. Yes.

82. You paid for all material?

A. For the material I paid, yes.

83. Do you know what material for the barn cost?

A. I suppose $100 or $140 for the lumber cutting and $197 for the tin roof.

84. How about the chicken house, who built that?

A. I built it myself.

85. Were you a carpenter?

A. In the old country I was by contract in a lumber yard, at first I was engineer and then I was boss, and when contract I had nothing to do I was a carpenter, I was a good worker at carpentry.

(Court)

86. Was your son a carpenter?

A. No.

87. This $300 was that all material went in that tobacco barn?

A. Yes.

88. Who did you get the material for the chicken house from?

A. From Mr. Jennings, I cut some trees down and he cut them up for me.

89. The timber came off the place, you paid him to saw it up and you built that yourself?

A. Yes.

90. How about the garage?

A. I built that myself too.

91. Who paid for the material?

A. I paid for it.

92. Did your son do any work on that?

A. No.

93. You got the material from Jennings?

A. Yes.

94. How much did the chicken house cost?

A. About $100, the garage cost about $200. I paid for the doors on each side, additional room and wood shed on one side and one room on the other side.

95. The only thing your son worked on was the tobacco barn?

A. Yes.

96. When did you move back to the farm?

A. In 1929 I moved back.

97. Who lived with you on the farm?

A. Me and my wife.

98. Did you raise any crops that year?

A. No.

99. You and Preston Creek grubbed up the place?

A. Yes.

100. Did you buy any farm equipment?

A. Not at that time.

101. When did you buy the tractor?

A. 1926.

102. Buy it from the Garrison Garage?

A. Yes.

103. Who paid for that?

A. I paid for that.

Objection. Overruled. Exception.

104. Is this the receipt for that?

A. Yes.

105. That cost $753?

A. It cost more than that, it cost $800. Objection, overruled. Exception.

106. You still were not raising any crops?

A. Not that year.

107. What happened in 1930?

A. In April, 1930 the house burned down.

108. Who was living there then?

A. Me and my wife, we lived in the Chicken coop.

109. Did you get any fire insurance?

A. $2,000.

110. Who collected that?

A. Mr. Stadter, the mortgage holder collected that.

111. You moved into the chicken house?

A. Yes, until I had the other house built.

112. Did you raise any crop that year?

A. I don't think so, we had some tobacco, I started raising tobacco.

113. Who started raising tobacco?

A. Me and Preston Creek.

114. Who paid him?

A. I paid him.

115. How many acres on this place cleared at that time, under cultivation?

A. About 15 acres, rest all grown up in woods.

116. Where was your son at that time?

A. Still down town.

117. How long did you continue to live in the chicken house?

A. You mean by the month?

118. When did you rebuild the house?

A. In 1931.

119. Where was your son in 1931?

A. He was with me on the farm, he moved down in 1931, 1930 or 1931.

120. At that time where did he live?

A. At that time we had the double garage built and he lived with me in the double garage.

121. Where did you get the money to build the house?

A. I had some money saved from work I made $28 a week, paid $5 a week board to my daughter and that left me $20 cash saving so I had money of my own. For the material of the house I raised the mortgage from $1200 to $2400, I spent $1200 for material to build the house.

122. You got a mortgage from Mr. Stadter for $2400 in October, 1931?

A. Yes.

123. Who did the work on the house?

A. Me and my son built the house.

124. Why was he working?

A. I worked as carpenter and he worked as helper.

125. Who did you buy the lumber from?

A. Canton Lumber Company.

126. Anybody else?

A. Some from Mr. Jennings.

127. Who paid for that?

A. I paid for that by Jennings too.

128. I hand you a statement from the Canton Lumber Co. made out to you and wife and ask you what that is?

A. That is for materials used in the house, three truck loads and how much each load

cost. Altogether it is about $1200.

129. What is the date?

A. September 2nd, 1935.

130. You paid for it?

A. Yes, I paid for it on the $1200 mortgage.

Filed as Exhibit D.

Also offer and file bill for Tractor heretofore mentioned as Exhibit C.

131. Did anybody else work on the house beside you and your son?

A. No sir.

132. Did you borrow any other money from Mr. Stadter?

A. I had a note for $400 from him.

133. What was that for?

A. It was to pay my son when he moved, for the rest of his interest in the farm.

134. I hand you a statement of Scholtz and Noeth Attorneys receipted by John Stadter and ask you what that is?

A. It's a receipt for $400 July 14th, 1941.

Filed as Exhibit E.

135. Did you ever send any money to your son through Mr. Stadter?

A. No.

136. Why did your son do any work on the house when it was rebuilt?

How did your son happen to do work on the house when built?

A. He did not work any more in Baltimore, he moved on the farm and we lived together and we built the house.

137. Was he working on the farm with you then?

A. Yes.

138. What did he get out of it?

A. We worked the place 50-50.

139. Did he get his 50-50?

A. Yes, all the time from the eggs and everything.

140. How long did you work that way?

A. About until 1933.

141. The house burned down in 1930, was he working and living there with you at the time the house burned down?

A. No sir.

142. How long after that before he moved down there?

A. The next year he moved down and moved in the garage.

143. How long did he continue to live on the place this time?

A. Two years.

144. He lived there and worked the place with you on 50-50 basis?

A. Yes.

145. Those two years were 1931-1932?

A. It may be 1933, I can't remember anything so far any more.

146. How old are you?

A. 74 years.

147. To the best of your recollection it was 1931-1932?

A. Yes.

148. When did your son buy his farm?

A. In 1933 or 1934,-yes it was 1933.

149. In 1933 he bought a farm, where?

A. Right next to my farm on the other side of the road from my farm.

150. Did he move on that farm?

A. Yes. But before he bought it he needed some money to pay down on the house and he moved from the City to the farm, he had no such money, I had to borrow $50 to pay for the moving, money paid a man to haul him down.

Then he bought the farm and asked for his interest of the farm and I paid $830, he paid $500 on the farm and with $300 he bought implements.

151. That was when you made final payment on the indebtedness, you gave him how much?

A. $830.

152. $500 of which he used to do what with?

A. He paid $500 down on the property and with the rest he bought horses and implements.

153. That was in 1933, did he do any work on the farm after he bought the other place?

A. No.

154. Has he ever done any since?

A. No.

155. Ever worked any of the land on your place since then?

A. No.

156. Has he made any claims of you?

A. No, did not make any claims until lately.

157. What was the occasion for that?

A. When I went with my daughter to see about being paid off my daughter asked him did my father pay you off and he said "Yes, he paid me off but I want $1200 for my work.

158. He admitted he had been paid his interest in the place but wanted to be paid for his labor on the farm?

A. Yes.

159. Had you promised to pay him for any labor on the farm?

A. No, we never made any agreement about labor.

160. Up to that time everything was very friendly?

A. Yes.

161. He bought this place in 1933?

A. Yes.

162. Thereafter he did no work on the place?

A. No sir.

163. Never asserted any right in there or made any claim for anything at all until when?

A. Until about a year ago.

164. Then he said what?

A. He wanted to be paid for his labor on the farm.

165. He admitted he had been paid for the property?

Objection as leading. Sustained.

166. What did he say, how did that happen, what made him say that?

A. He did not claim it to me, he claimed it to my daughter.

167. When did your son first make any claim to you so you had knowledge of it yourself, that he was claiming that you owed him something, or an interest in the property?

A. This last Summer 1942.

168. What was the occasion for that, how did you happen to know from your son?

A. I had electricity on the land but not in the house and I wanted to have it put in the house, and I wanted my well to be fixed up so I don't have to carry the water out of a deep gully up to the house, so I paid for over 20 years taxes on 70 acres of wood, I paid all the taxes I thought I would cut some lumber down and sell for $100 and have the well fixed up and electricity in the house and the first day they cut the lumber down, the next day my grandson came over with a gun and said "you have to stop cutting that wood down, we have $3,000 claim on that place", that was the first I knew was a claim on the place.

169. Your grandson said that?

A. Yes, came over with a gun.

170. Then what did you do?

A. The men went away with the truck and did not cut any more lumber down. He could not cut any more because my grandson stopped him with a gun.

171. That was the first time you ever heard of it?

A. That I ever heard of it.

172. Did you have any talk with your son after that?

A. No sir.

173. Your son never came over to see you about it?

A. No sir.

174. Then there did come a time when you tried to re-finance the mortgage after that?

A. Yes.

175. Who holds the mortgage at the present time?

A. My daughter.

176. How did she come to take it over?

A. The fellow who held the mortgage wanted to foreclose it.

177. Had any one asked him to foreclose it?

A. I could not tell you that. It seems like they wanted to get me in a tight place.

178. You were in a tight place?

A. Yes, my daughter has two houses in Baltimore, she mortgaged her two houses in Baltimore and took my mortgage over.

179. The mortgage originally was $3200 and the house burned down and then it was reduced to $1200?

A. Yes.

180. Then raised it up to $2400?

A. Yes.

181. Who were the mortgagors at that time?

A. Both parties, all of them.

182. Here is a policy of insurance, who is it issued to on the property?

Objection. Sustained.

183. Did anybody else have insurance on the property besides yourself?

Objection. Overruled. Exception.

A. No.

184. I hand you a statement of John J. Rogers for concrete blocks, etc. and ask you what that is for?

A. For building material for the house.

Objection. Overruled. Exception.

185. What is that for?

A. For building materials for the house, concrete blocks, cement and sand.

Offered and filed as Exhibit F herewith.

186. How much have you paid personally, yourself, on the property in the way of interest on the mortgage, fire insurance, taxes and so on?

A. I have paid it all myself over $5,000.

187. Have you ever undertaken to get figures together on that?

A. I have made it out so far as I can, there is less there.

188. This is the list you made?

A. Yes.

189. Refer to this and tell the Court the amount you have expended?

Objection. Overruled. Exception.

A. I wrote it down myself, it's there, interest, taxes, fire insurance that I paid all.

(Court)

190. You made this memorandum in figuring up the payments you had made?

A. Yes sir.

191. Tell us what the amounts are you paid for interest on the mortgage and fire insurance and taxes?

A. $2792 interest on the mortgage
$ 360 fire insurance
1340 taxes.

Exhibit filed as G with this testimony.

192. The other items you have already testified about, tractor metal roof and so on?

A. Yes.

193. What have been the earnings of the place, net profit?

A. There was not very much earnings on the place.

194. How much mortgage on the place now?

A. $2400.

195. During the time your son moved off the place in 1933, did he rent any other land around there?

A. No.

196. I don't mean from you,- did he rent land other places?

A. Yes, other place land from Crownsville.

197. Did your son make any claim to any share or interest in the crops?

A. No sir, not that I know of never has done that. He had no right to do it either because he had been paid off.

Motion to strike out. Overruled.

Cross Examination.

(Ginsberg)

1. The farm originally bought in 1920 you and your wife and your son and his wife paid $1100 in cash?

A. Yes.

2. You got the deed in the name of all four?

A. Yes.

3. I understand that in 1922 your son and daughter-in-law left the farm and in 1923 you left?

A. Yes.

4. Sometime thereafter your wife left?

A. Yes.

5. Nothing was raised on the farm from 1922 when your son and his wife left until sometime in 1930 or 1931 is that correct?

A. We had a crop I raised with my colored fellow in 1929.

6. Was that the year you went back?

A. Yes, in 1929.

7. When did your son and daughter-in-law move back?

A. 1930.

8. Was it about two months after the house burned down in April, 1930?

A. Yes.

9. They moved back in town that same year?

A. Maybe, I don't know for sure.

10. At the time they moved back what buildings were on the property?

A. Stable, chicken coop, garage and barn.

11. Is that the barn that had been built by your son and yourself before you moved back to the farm?

A. Yes.

12. That had been going on for a number of years, it took three or four years to build the barn?

A. In spare time, yes.

13. You and your son went on for three or four years building that barn?

A. Not three, about two years as worked together and the finishing work I did myself, I was two weeks home before put tobacco in the barn.

14. Over a period of years you went back every week-end and every holiday and you built the barn?

A. One Summer, won't take three or four years to build a barn, one summer it took.

15. The garage on the property, did not your son spend about six weeks on the property building that garage?

A. No.

16. How long did he spend?

A. I think the garage was done before he moved down.

17. Did he help with the garage?

A. He might have helped a little, I don't know.

18. Was not that built by you and your son together?

A. I think I made the main part, he worked on it as helper.

19. When your son moved there in 1930, all moved into the garage?

A. Yes.

20. Then you started to build the house?

A. Yes.

21. Who built the house?

A. I built the building and he helped me to build it.

22. How long did it take you to build it?

A. About a year, all summer.

23. Did that take several years to build?

A. No sir.

24. How large a house is it?

A. Eight room house.

25. What sort of a house had been on there at the time of the fire?

A. Six room house.

26. What was the condition of that house?

A. That house was built in 1864 it was a very old house, wood construction.

27. Then you and your son built this house when your son came back?

A. Yes.

28. In order to build this new house did not you and your son borrow money from The Maryland Tobacco Growers Association from time to time?

A. That does not matter, the money I got from them I needed for my living.

29. Did you and your son borrow money from The Maryland Tobacco Growers Association?

A. Both of us did.

30. 1931 and 1932?

A. Yes, we worked half and half.

31. You borrowed money to pay for the building of the house?

A. No, for the building of the house, none of that money was used.
In the first place we had no more than 6 hogsheads so the amount they loaned me would not be any to build the house.

32. In 1931 after the house had been destroyed by fire you made a mortgage on the property for the first time? There was a mortgage on it for $3200 when you bought the house, there was a mortgage outstanding which somebody else had made and you bought the property subject to that $3200 mortgage?

A. Yes.

33. When the property burned down in 1930 the mortgagee got $2,000 and the balance of $1200 was still due?

A. Yes.

34. Then in 1931 you made a new mortgage to Mr. Stadter?

A. Yes.

35. That new mortgage was made by whom?

A. I asked Mr. Stadter the mortgage holder to raise my mortgage again to $2400 because

I needed that money to pay for building material for the house.

36. That mortgage was signed by whom? By you, your son and your wives?

A. The first mortgage was, but when the mortgage was raised to $2400 there was no signing done at all.

37. You testified the new mortgage was made for $2400?

A. No. the mortgage was raised again from $1200 to $2400.

38. You say no new mortgage was made in 1931?

A. No. the mortgage was raised from $1200 to $2400.

39. Who had those dealings?

A. Mr. Stadter.

40. You say your son and daughter-in-law did not sign?

A. I did not sign it either.

41. Nobody signed the new mortgage?

A. No.

42. You say in your Bill of Complaint that in about 1925 you made an oral agreement to buy the defendant's interest for $1100, your son't interest?

A. Yes.

43. Who was present when that agreement was made, who did you talk to about it?

A. I did not ask for any witness we talked it over by ourselves.

44. Just you and your son?

A. Yes.

45. What did he tell you then?

A. He wanted money to pay mortgage on his house and he bought the house in Baltimore for $4200 and he wanted money to pay down on it, he said "I will sell you my interest and you give me the money," but I had only $500.

46. You and he alone discussed that?

A. Yes, but his wife knew about it too.

47. She was not there at the time?

A. Maybe.

48. Was she or was she not?

A. I think so.

49. Who did you talk to about the purchase that took place, did you talk to your son?

A. Yes, he asked me for the money.

50. What was the agreement supposed to be, just what was said?

A. That I should pay him all the money I can on the part of his interest that he wanted to sell his interest to me.

51. Where did this conversation take place?

A. I am not sure whether in the factory or in the kitchen.

52. You were living where at the time?

A. In Baltimore.

53. Where did the conversation take place, was it at your home?

A. I think so.

54. Did your son come to your home?

A. I don't think that makes much difference, it's 15 years ago, it's pretty hard to tell.

55. Did you talk to your son at that time?

A. He asked me for his share on the property that he put in, I said "I will give you $500 that's all I got", I can't tell you whether in the kitchen or in the bedroom, that does not matter.

56. You and your son alone discussed it at that time?

A. Yes.

57. You gave him $500?

A. Yes.

58. Did you owe your son $500 at that time for ties and half interest in the automobile?

A. He already got that paid out, I did not owe him anything.

59. When did you pay him back the $250 for ties?

A. I did not owe him anything the ties were sold and paid for as long as he lived on the place. That was not mentioned he said $500 to buy his share of the farm, no ties mentioned.

60. You paid half interest in the automobile?

A. I paid half and he paid half.

61. Did you pay him back that half?

A. No, I sold it for $42.

62. When did you sell it for $42?

A. When I had it three years.

63. It was originally bought for $500 you were supposed to contribute half were you not?

A. Yes.

64. You did not have the money at that time when the car was bought?

A. You don't know whether I did not have it,- I had it sure, I could not have paid for it if I did not have it.

65. When did you pay half?

A. When I bought the machine, I don't remember the date, it was around 1920.

66. It was a $500 machine?

A. Yes.

67. Certain ties had been sold for $500?

A. I don't know about ties, there was no mention made about ties when I bought the machine.

68. After your son moved from the farm, or just before you sold railroad ties for about $500?

A. I don't know, I don't think so.

69. And you were supposed to get $250 in cash for that?

A. No.

70. That $500 was supposed to be paid him?

A. They had all the trouble in the car like me. They did not have any license for it, and when I sold it for $42 they cannot get any more than $21 out of it.

71. Were ties sold?

A. They were sold.

72. Who got the money for them?

A. I think both of us got the money for it, I paid his half too.

(Court) 73. Who did you sell the ties to?

A. To the Railroad Company.

73. Who cut the ties?

A. They were chopped with the hatchet.

74. Who got the money for them, did you get half and your son get half?

A. That's what I think. He would have claimed it if he had not got it.

75. Was your son paid half for those ties or not paid?

A. I don't remember any more, that was twenty years ago but I think he was paid for it.

76. In 1921 and 1922 who paid the taxes on this property?

A. They were paid half and half.

77. In 1930 along till 1933 while your son was living on the farm who paid the taxes?

A. We paid them 50-50 like the crop.

78. Who paid the interest on the mortgage in 1930 to 1933?

A. I paid it because he did not have any money.

79. From 1930 to 1933 did your son and his wife work on the farm along with you and your wife?

A. Yes.

80. They were there every day doing their work?

A. Yes, whatever was necessary.

81. From 1930 when your son and daughter-in-law moved back to the place, until the present time, did your son's wife talk to your wife,- had they had any conversation at all?

A. Not that I know of.

82. Had not been on speaking terms at all?

A. No.

83. Your son's wife never could get along with your wife?

A. That happens you know.

84. They were not on speaking terms.

A. I think that has nothing to do with our affairs if the wives are not on speaking terms.

85. It's true they did not talk to each other?

A. My daughter-in-law never treated my wife like her mother-in-law.

86. Did you talk to your daughter-in-law?

A. Yes.

87. Very often?

A. Yes, I saw her often.

88. After she left the farm in 1922 when did you next see her?

A. I don't know any more.

89. Did you see your daughter-in-law in 1922?

A. When I paid them the $500.

90. Where?

A. In his kitchen in his house.

91. You told us before you did not know where it was paid?

A. In his house, where, I could not tell you.

92. When you spoke to your son did you speak to him alone about the money?

A. Yes, his wife too, was there in the kitchen.

93. She did not talk to you, she had no discussion with you?

A. No. nothing.

94. In 1933 when you say you paid the balance of the money who did you talk to then?

A. He came over in my kitchen to talk with me and my wife.

95. He, you and your wife were there and discussion was had between you three in 1933?

A. Nobody else was present, my daughter-in-law was in the next room.

96. She had no discussion with you, you talked?

A. They were living in the same house in the next room.

97. You spoke to your son, you and your wife, about paying the balance due?

A. He asked for it.

98. You spoke to him?

A. Yes.

99. Those were the only ones present, you and your wife and your son?

A. Yes.

100. Before 1930, the last part of 1929, what sort of crop did you have on that farm?

A. There was not much of a crop at all.

101. When did you start raising a substantial crop on that farm?

A. In 1939 I made first tobacco crop.

102. Was it after your son had helped you build the barn?

A. Yes.

103. When your son came back did he grub the land too?

A. Yes, when he did not have other farming work to do he grubbed.

104. Did he help to grub land on that farm a few months before he moved back?

A. No sir, I had a colored man there to grub the farm, he grubbed only two acres on the whole place, the other grubbing was done by me and Mr. Creek.

105. How much of your son's money went into the house?

A. He did not have any, none went into the house.

106. What happened to the $1200 got from the mortgage.

A. It went into the house.

107. What happened to all the money got from the sale of the crop during 31-32-33?

A. We got half and half.

108. Did you put it back on the farm?

A. There was not much to put back. I had to lend every penny to my son he had not a penny.

109. You put it all back in the farm?

A. No. we put nothing back in the farm, we had to live.

(Court)

110. You borrowed money from the Tobacco Growers Association in 1931?

A. If we borrowed something it would not be much because we never raised over six hogshead and the crop brings only $500 and $600.

111. Since your son moved off the farm in 1933 have you made any improvements on the property?

A. There was everything built up already.

112. You have not made any improvements since 1933?

A. No sir.

113. Was not there an addition made to the barn while your son still lived on the property?

A. There was an addition made, yes.

114. You and your son built that addition?

A. I guess so.

115. So that the dwelling, the barn and the stable, you and your son both worked on together?

A. You cannot count the barn, that was Saturday and Sunday. If he counted that then I pay me a dollar for dragging him out, and his board on Sunday and for dragging hin back it all pays for labor.

116. The barn, the dwelling and the garage you and your son both worked to build?

A. I did the building, he helped me, I am a carpenter, he is a machinist he worked as helper and I worked as carpenter.

117. What live stock was on the farm in 1922?

A. A cow and two horses.

118. Anything else on the farm?

A. No.

119. Did you sell the cow and two horses?

A. Yes.

120. And you kept the money?

A. Yes.

121. When your son left the farm in 1933 what was on the farm?

A. A cow, a mule and a young cow.

122. Were any crops on there?

A. If there was a crop he has got his half.

123. You have gotten all the crops out of the farm since 1933 since your son left in 1933, you have taken all the profits?

A. Yes, I worked for it, and the profit was not so very much, I sold six hogsheads and got $276, had to pay for fertilizer and help and nothing left out of it.

124. Since 1931 all you paid was interest on the mortgage and taxes?

A. Yes, and fire insurance.

125. You paid nothing on the principal of the mortgage?

A. No sir.

126. You have not paid anything on the principal of the mortgage from 1920 when you bought it until the present time?

A. No sir, except the $2,000 from the fire insurance.

127. So you got all the profits, if any, and all you paid was interest on the mortgage and taxes, and made no improvements at all since 1933?

A. I bought a disc and horses, I did not have to make any improvements, I put a new roof on the chicken coop.

128. That's all you have done since 1933?

A. Yes.

(Anderson)

1. At the time of this agreement which your son had reference to, were you living at your daughter's in Baltimore?

A. At my oldest daughter's, Mrs, Tallmeyer's.

2. Did she know about the transaction?

A. I think so.

3. In reference to these ties, when did you cut those ties off there?

A. I don't remember any more, I guess about 1921 or 1922.

4. That was before your son left the property?

A. Yes.

5. That was before any agreement had been entered into about his selling his interest to you?

A. It was before that.

6. Do you know hoe much they sold for?

A. I don't remember any more.

7. How much do you suppose it was, was it a couple thousand dollars or couple hundred dollars?

A. Couple hundred dollars, not so much, we had to pay half of what we got for cutting them down, Creek and his brother cut them.

8. Are you sure you did not get more than a couple hundred out of them?

A. After paying for labor and hauling them, not clear money, not more than couple hundred dollars.

9. What kind of ties were they?

A. Hewn ties.

10. Who owned the cow and mule at the time your son went away?

A. I bought all of them, paid for them myself out of my own money, and when my son moved I gave him a cow.

11. When he moved back into town in 1922 was the cow and horse there then, -what did you do with them?

A. I sold them.

12. Who did they belong to?

A. They belonged to both of us, they were on the property when we bought it.

13. Did he get any money out of that?

A. I don't know, I can't remember, it was $170 for both horse and cow.

14. Then in 1933 he bought his place and you gave him a cow?

A. Yes

15. Was this transaction with your son with reference to his interest in the place conducted in the presence of your wife?

A. I can't tell you for sure, but she knows about it.

16. All during that time you were living over at your daughter's?

A. Yes.

17. You were boarding there?

A. Yes, she knows all about it.

18. How do you know she knows about it?

A. I talked to her when my son was there and said he wants his money.

19. Did you tell her what you were going to do?

A. Yes she knows it, all my daughters know it.

20. How about your daughter-in-law?

A. Sure she knows when she got $500, her husband did not find it.

21. Was any conversation carried on in her presence about you buying out his interest?

A. I think so, she was present there in her house, in his house when they bought that house in Laurens street.

22. Did your daughter-in-law ever object to the transaction?

A. No sir, no objection at all.

Cross Examination on Re-Direct.

1. The original conversation took place in 1925 when your son asked you for his money, is that what you say?

A. Yes.

2. At that time your son was the only one who spoke to you?

A. Yes.

3. You say you agreed to give him $500 and $70 more?

A. He was the one paid $1100 on the deed and I gave him back that money too.

4. Did you have any discussion at that time with the wife, or the wife talk to you, or did you talk to your son, was the discussion with your son alone?

A. She knows about it, she did not object at all to it.

5. You just talked to the son?

A. Yes.

Re Re-Direct

(Anderson)

1. Was she present?

A. She knows about it.

(Court)

2. If you sold this farm, or bought your son's interest out in 1925, what was he doing coming back and helping you in 29-30-31?

A. When we did not work on the farm, then we worked on the house.

3. If you had already bought him out why should he come back to do that?

A. I bought him out in 1933 when he bought himself a farm he did not have any money, and he said "pay me off". In 1925 I paid him $570.

4. Did you buy him out then, in 1925?

A. I bought him out then, because in 1937 I paid him the rest, he asked me 6% interest back to 1925, that means he got paid out in 1925.

5. Why did he come back to work on the farm again?

A. He wanted to work on the farm again and he thought maybe he pay me the $500 and he is again half partner.

(Anderson)

6. Why did you return to the farm in 1929?

A. It was my wife feeling she wanted to be on the farm.

7. Was there much work going on in Baltimore? What kind of a place was it?

A. Baltimore Tube Company, South Baltimore, they make brass pipes, tubes, sheet metal, we worked in the machine shops making tools.

8. Did you lose out there, or come back here because you wanted to?

A. My wife went back and I could not leave her out there all alone.

9. When your son came back to the farm was he still working in Baltimore?

A. He quit his job to come on the farm. I had nice money in 1929.

10. What right did your son have to come down on the farm?

A. He did not have any right at all, he wanted to come down on his own.

11. He wanted to come down and work the place on shares with you?

A. Yes.

Mrs. Anna Tapman, a witness of lawful age, being first duly sworn, deposes and says:

1. I believe you hold the mortgage now on this farm?

A. Yes.

2. When did you take it over?

A. Sometime last year.

3. Who did you get the mortgage from?

A. Mr. Stadter.

4. How much did you give him for the mortgage?

A. $2400.

5. How did you come to take the mortgage over?

A. The Lawyer for the mortgagee had written a letter to my father and he was late paying his interest because he did not have a crop year, then my father went to see him and he gave him a certain length of time and at the same time the lawyer wrote a letter to my brother that the interest was overdue and my brother came over to see my father and he talked terribly to him because the interest was not paid and so I went to see the Attorney and I asked him about it, and he said "I gave your father so much time, but your nephew has been to see me and he demanded the farm be sold at public auction immediately"

Objection. Sustained.

6. You took the mortgage?

A. Yes.

7. They purhcased this place in 1920?

A. Yes.

8. Who went to live on it?

A. My brother and his wife and my father and mother.

9. You are the daughter of Mrs. Boehm, Sr. and you took the mortgage over by assignment?

A. Yes.

10. How long did your mother live on the farm?

A. About two years the first time.

11. Where did you live at that time?

A. In Baltimore City.

12. Did you go down there frequently?

A. Quite often.

13. Where did your brother go when he moved to Baltimore.

A. He bought a house on Loretta Ave., around 1922.

14. Where was your father at that time?

A. He was still on the farm.

15. Did your brother move to Baltimore?

A. Yes.

16. Then later did your father come to town?

A. My father came next year to live with me, that was in 1923.

17. How long did he stay with you?

A. Until about 1929.

18. During that time did your brother, William, Jr. visit you?

A. Yes.

19. And his wife visit you?

A. Yes.

20. While your father was living there?

A. Yes.

21. Was there any discussion in your presence of the sale of the farm by your brother and sister-in-law to your father?

A. I remember one thing distinctly, only that was when I was in their house, they spoke to me about it, my brother and his wife did.

22. When was this?

A. I tried to remember the exact year but it did not impress my mind, it must have been around 1925 or 1926, he said he did not want to go back on the farm any more and he might as well and get his money out of it and pay it on his house.

23. Was anything said about how he was going to get it out?

A. He would like to get his share out because he had no intention going back to the farm at that time.

24. Do you know whether or not he got it?

A. Yes, my father lived with me when he took his payment over to him

25. You knew he was going to do that?

A. Yes sir, he had his money in my house and he counted it in my house, and went over to pay it to him.

Motion to strike out.

26. How much money did your father have?

A. He counted $500 in cash he had on him.

27. Do you know whether his wife knew of this transaction?

A. Why of course.

28. Why do you say she knew about it?

A. Because she was there when I talked to her about it, she had to know, she and my brother both talked to me, she did not like the farm and she did not like living in congested quarters, she liked her new home, they bought a bran new home and they wanted to get their money out of the farm and just stay in the City.

29. Did she know that your father was going to buy her husband's interest in the farm?

A. Why of course.

30. Why do you say she knew that?

A. Because she said so.

31. What was the occasion for her saying so?

A. I don't know just how it came about, just how the conversation came up because we visited quite often at that time, once or twice a week, and the children played to-

gether, my oldest son broke his arm in front of their house, and they were talking she was glad she was in the city and intended to stay, and my mother and father were going to buy their part out as soon as they had the rest of the money, she had got $570 and he would pay the rest to them.

32. You say she mentioned $570 they had gotten?

A. Yes.

33. Since that time has there been any conversation in reference to this?

A. Yes. My son and I, I have his statement here from him, he is in the Army, and we went to see my brother, when we heard about it that he had some money on the farm, we went over to his farm and asked just what he meant he had money on the farm because I knew he was paid, and he said "Yes, but you have no proof." I said "Even so, you don't have proof, but you know you have $1100 for your share", and he said "That is not what I want the money for, I want $1200 for labor, I worked on my father's place", that is what he said, that he had got paid. That was when I first heard he had money on it, it surprized me so I wanted to find out, and he admitted right before his wife and my nephew who was also present at the time when I was talking to them, and he said too "you have no proof," my son was with me.

34. Do you know anything about your brother buying a house in Baltimore and when he bought it?

A. Yes, he bought it in 1924.

35. What did he pay for that?

A. $4200, and second mortgage of $1200 or $1000 on the place.

36. Did your brother say what he had used this money for?

A. Not to me, he did not say anything.

27. Who built the tobacco barn?

A. My father and my brother.

28. Where was your brother living at that time?

A. In the City.

39. When would he work on it?

A. Saturday afternoon and Sunday.

40. Do you know anything about who paid for the materials?

A. My father, I have seen lots of bills and for the tractor I use to pay myself, I use to go to the bank and pay on the tractor.

41. In 1929 your father moved back to the farm?

A. That's right.

42. The house burned down in 1930?

A. That's right.

43. Your brother living there then?

A. He was still in the City.

44. After the house burned down he did move into the garage with your father?

A. That's right.

45. Had the garage and chicken coop been built?

A. Yes, chicken coop, garage and barn, he helped to build the barn.

46. How long did your brother stay on the farm at that time with your father?

A. Until 1933 when he moved on his own place.

47. Did you know anything about working conditions they had at the time they went down there?

A. I don't know whether any arrangements made or anything said or what his health was. The first time he went because the Doctor told him he could not work in the city he suffered with his knees, and important matter that the farm had to be bought because my brother was ill and for his sake my mother went on the farm, he even cried when he sold his house. In 1931 I don't know whether he went back on account of his health or times were slack.

48. He did buy a place across the road and moved over there?

A. That's right.

Cross Examination.

1. Were you present when your father had the alleged conversation with your brother in 1925?

A. No sir.

2. You are not familiar personally with what took place?

A. At that time, no sir.

3. You are not familiar with whom were present?

A. I had no cause to be, he just told me.

4. Were you present during 1933 when the balance alleged was paid?

A. No sir.

5. You don't know who had a conversation with your father personally?

A. No sir.

6. The mortgage which was taken over by you last year, who are the mortgagors on that mortgage?

A. My father and mother and my brother and his wife. They are still on that mortgage.

7. That was $2400?

A. Yes, we are trying to get their names off.

8. That mortgage is dated 1931?

A. Yes.

9. Were you on speaking terms with Mrs. Boehm, Jr. the wife of your brother?

A. Yes.

10. How often did you talk with her?

A. Whenever I came to the country as a rule.

11. From 1922 to 1930 how often did you see her?

A. Quite often, I lived in the neighborhood about three blocks away.

12. You saw her often?

A. Yes.

13. From 1933 until the present time how often have you seen her?

A. Up until this last year when I found this out, occasionally I would go over there, but since I found it out I have been only once.

14. How often since 1930 when she moved back?

A. Maybe once a month or once every two months, I don't remember distinctly.

Re-Direct.

(Anderson)

1. Who is George B. Tapman?

A. My son.

2. Was he with you at the time you have testified about?

A. Yes.

3. Where is he now?

A. He is in Mississippi.

We reserve the right to take deposition of the son who is now in the Army in Mississippi.

(Ginsberg) We agree if he were present he would testify as to what is on that paper.

Paper is admitted and filed as part of testimony herein.

(Court) I understand you to say about the $570, were you present when the balance of the money was paid?

A. No sir.

5. Do you know anything about that?

A. Only what my father told me and my brother told me himself, he told me he was paid but I have no proof of that.

You were not actually present when the $570 was turned over?

(Ginsberg) A. He took it from the house.

Filed by Agreement of Counsel.

State of Mississippi County of Harrison SS

George B. Tapman, being duly sworn, deposes and says:

I am the grand child of William Boehm, Sr. the Plaintiff herein and a nephew of William Boehm, Jr. the defendant. I am at present in the Armed Forces of the United States, stationed at Gulfport Field, Mississippi; and unable to obtain a furlough to testify at the trial of this action.

That during the month of July, 1942, during a conversation taking place between my mother, my uncle the defendant herein, and myself, we were told by the defendant, William Boehm, Jr., that he had been paid for any and all interest he had in the farm now owned by the plaintiff, William Boehm, Sr.

It is respectfully requested that this deposition be allowed in evidence with the same force and effect were I there in person to testify at the trial of thid action. If the court deem it necessary I am ready and willing to answer any cross interrogatories of the defendant, William Boehm, Jr.

Wherefore it is respectfully requested that this deposition made by me be taken into the evidence of this action?

(Signed) George B. Tapman.

Sworn to me before me this 23rd day of January, 1943.

(Signed) Jerry A. Wakefield

Jerry A. Wakefield,

2nd Lt. Air Corps,

Adjutant,

633rd Tech Sch Sq (Sp)

Mrs. Elsie Seippel, a witness of lawful age, being first duly sworn, deposes and says:-

(Klawans).

1. You are a daughter of the Plaintiffs and sister of the defendant?

A. That's right.

2. Do you recall when your father purchased the property involved in this case?

A. Yes.

3. At that time where did you live?

A. Lived in Baltimore.

4. Did you know anything about the transaction at the time the son is supposed to have sold his interest to his father?

A. Yes, I remember that too.

5. Did they visit you at the time?

A. Yes.

6. And you visited them?

A. Yes.

7. You were all friendly?

A. Yes.

8. Did you ever hear a discussion in your presence between your father and his son and daughter-in-law?

A. My father told me. When I was talking to my brother he said the first payment he got when he lived on Loretta Avenue, and he had his second payment when lived on the farm in a very small house, and she said they guess she will have to live there quite a while as my father had paid them off and there was not any more money coming to them.

9. When was that?

A. That was after he paid off in 1933.

10. Who said that?

A. My brother and his wife in their kitchen on their farm where they are living now.

11. You visited them?

A. I visited them up until a year ago, all of us very friendly.

12. What was the occasion for them saying that?

A. They were living in this small house and she wanted a larger home and she did not have money to build a larger home because they used the $500 for deposit on the ground and rest to build buildings on the place and had no more money and she said they would have to live there for quite a while because they had been paid out and had no more money coming to them.

13. Going back to the time your brother lived in Baltimore do you know anything about that payment in 1925?

A. Only what I heard my father and sister say and my brother had mentioned it.

14. What did your brother tell you about the payment in 1925, or his wife either about that payment?

A. In their house they were speaking of it on Loretta Avenue, that time they said they had gotten $570 from my father.

15. Did they say what they did with it?

A. I think I heard him say he was going to pay the second mortgage off on the Loretta avenue house.

16. When they were talking about this payment down at the farm did they say what the father had given this money for?

A. Yes, to buy ground with, they could not have bought the ground if father had not given them the money.

17. What was your father to get?

A. That was to pay him off, it was not a loan.

18. Pay him off for what?

A. For his part he had in the farm.

19. Back in 1931 it was testified, after the house burned down in 1930, the next Spring, June or July, the son and his wife moved back down in Anne Arundel County on the farm with your father?

A. Yes.

20. Do you know how that came about?

A. I think work was very slack at the time, and my brother was not feeling so well and he figured if he rented his house out he could keep the payments up on it and he could still make a living on the farm because _ had everything there to make a living with. If he rented his house in the city he could still make a living down on the farm and make the payments on the house.

21. Do you know anything about the arrangement they had at the time your brother went down on the farm?

A. The arrangement was that he would go back and they would work 50-50 s shares as long as he stayed there, and when he moved off he got the balance of it and that left him out, he still had $530 coming to him at the time he moved back.

Cross Examination.

1. When the alleged agreement was made in 1925 between your father and mother and your brother were you present?

A. No, I was not present.

2. Do you have any personal knowledge of what the agreement was?

A. Only my brother got part of the payment which he admitted.

3. You have no personal knowledge of what the agreement was?

A. Only he got part of his payment, he was to sell his part of the farm that's all.

4. Was that told you by your father?

A. By my brother, my sister-in-law, my father and mother, all of them.

5. You don't know just what arrangements were actually made?

A. No, all I remember my brother did not like it on the farm and would stay in town and make a better living.

6. When and where did this conversation take place?

A. On Loretta avenue when he bought the house in 1924 or 1925.

7. Did he buy the house in 1922?

A. Yes, around that.

8. When did this conversation take place?

A. When he got the money from my father.

9. Did you see the money turned over?

A. No, I did not.

10. You say this conversation took place in your brother's house?

A. Yes.

11. Do you know the year?

A. It was 1924 or 1925 whenever father gave him the money.

12. You don't know when?

A. I know it was turned over, my father would have no occasion to lie to me, I have no personal knowledge only what was told to me.

13. When your brother went back to the farm in 1930 was he working at that time?

A. Part time. That's why my father moved on the farm because he was not working steady.

14. Your brother stayed on that farm from 1930 to 1933?

A. Yes.

15. And worked the farm together with your parents?

A. Yes.

16. In 1933 were you present when any money passed hands?

A. No, when I came down my brother had already gotten it, I met him on his farm, on his own premises, and he told me, he spoke of it.

17. What do you mean by "his own premises"?

A. The farm he is on, he had already moved.

18. You met your brother at that time and spoke to your brother?

A. Yes.

19. Where did you talk to him?

A. He lives in a two room house and it was in their kitchen.

20. You spoke to him there in the kitchen?

A. Yes.

21. How did the conversation come up?

A. She was complaining she was over crowded in that two rooms and she would have to live there quite a while because she had got all the money coming to her from the farm and she would have to work now to get money to build a house.

22. They volunteered the information?

A. Yes.

23. You did not ask anything about it?

A. None of my business.

24. Your brother told you he got $570 in 1925?

A. Yes.

25. To apply to the ground?

A. No. Somebody held a second mortgage or something like that, I just can't recall it exactly.

(Court)

26. How much was the second payment did your brother say?

A. He did not say, he just said he was paid off in full with interest, he did not state the price.

Emil Gertz, a witness of lawful age, being first duly sworn, deposes and says:

(Klawans.)
(Anderson.)

1. State your name and residence?

A. Emil Gertz, Crownsville, Maryland.

2. You live on the adjoining farm of William Boehm, Jr.?

A. Yes.

3. Do you happen to have had a conversation or hear him make a statement in reference to any payment made by William Boehm, Sr. to his son, William Boehm, Jr.

Objection. Overruled. Exception.

4. When was this statement made?

A. I just can't remember the date. The first time I heard him say something about it we were making tobacco bed, Mr. Thompson and myself and another neighbor and he happened to come over there, said he did not know anything about making tobacco bed and wanted to find out as he was expecting to buy a farm and his father was to "pay him out his share he had in the place". I said "the quickest way to learn is pitch in and help us out and we can help you". I think he did help us work on the tobacco bed he had not bought the farm yet. Sometime later he came over I was on the tomato bed and he spoke to me and said "what do you think of your new neighbor". I looked up and saw him coming down, and I said "I don't even know I have a new neighbor" and he said "you are looking right at him." We talked over different things about lines, etc. and I told him best I could, and things went on, and I remember his saying he had $800 in the place and his father had paid him out, and was going to put $500 down and needed a few hundred dollars for expenses and to buy a mule and few implements. I have heard him say several times he had got some money, I never saw any money passed over but I heard him say he got $800.

5. Say who he got it from?

A. From his father.

6. Say for what?

A. He said he had $800 left in the place he got his share out of it, he was not interested because not making any money on it, could not make a living on it for two families, so he decided to go for himself.

Cross Examination.

. Is there a litigation pending between you and William Boehm, Jr. concerning the line between your property and his?

A. Yes.

2. That has been in Court and still in Court at the present time?

A. I have not heard anything about it for so long, I guess it is.

3. When was this conversation between you and Boehm, Jr. supposed to have taken place?

A. I don't remember whether 1932 or 1933 we made the tobacco bed there together, I made the tobacco bed there with Mr. Thompson and Junior came across there and said he had to make one and never had made one before and wanted to know what he had to do about it, and I said pitch in and help us At the time making the tobacco bed he said he expected his father to pay him off, said he owed him $800.

4. The conversation was with Boehm, Jr. alone?

A. Yes.

5. He said he had been paid off?

A. I don't remember whether it was then he said he had been paid off or later when he came down to the tomato bed, he said he was my new neighbor and he told me he had gotten $800, the way I understood it he had been paid off. I even remember his making the statement that was all he had in it and was not interested in the rest.

6. You did not speak to Mrs. Boehm?

A. No sir, he came on my place and I merely spoke to him but he led me to believe he got that money.

Re-Direct.

1. That is not the only boundary dispute Mr. Boehm, Jr. has had around there?

A. No, I don't think so.

2. Do you know whether the son has done any work on the father's place since he bought his own place?

A. I have never seen him up there doing any. I don't have time to notice how much work he does other places.

Arthur Thompson, a witness of lawful age, being first duly sworn, deposes and says:

1. State your name and residence?

A. Arthur Thompson, Crownsville, Md.

2. Where do you live in reference to Boehm, Jr. Property?

A. Near neighbors, I don't adjoin them.

3. Were you present at the time Mr. Boehm, Jr. came over to Gertz'?

A. Not at Mr. Gertz' place.

4. Did you ever hear a conversation or William Boehm, Jr. make a statement to you?

A. We were making tobacco beds together, Gertz and I when Boehm, Jr. came over and that time I heard the statement.

5. What did he sayd?

A. He said his father had paid him out.

6. Did he say paid him out of what?

A. I think he intended the farm.

7. Did he say how much?

A. No, not to me.

8. Did he say what his father was paying for?

A. He said "out of the farm".

Cross Examination.

1. He did not say that he had sold the farm?

A. No, I did not hear him say he had sold it, no.

2. You don't know what the payment was for, whether it was for the sale of the farm or anything else?

A. He said his father "paid him out".

3. You don't know what for?

A. Not particularly, no.

4. Your conversation was with Boehm, Jr.?

A. Yes.

5. The wife was not there at the time?

A. No.

6. These barns, between 1930 and 1933 the barns and dwelling house that were put up on the property did Boehm, Jr. work on that too?

A. I moved up there in 1930 and no house there then, the house burned down.

7. Who built the house?

A. I saw Junior and Senior working together and they put up the dwelling house, I did not go right up to it, I saw from the road, the barn was built when I went there, I think they put an addition to the barn, I saw them working at the barn from the road.

8. You saw them both working on the barn?

A. I did not go down to see that.

9. Has Boehm, Sr. made any improvements since the son went off the property?

A. I think improved the land a little but not the buildings.

10. Nothing done since the son moved off the property?

A. No.

John Jennings, a witness of lawful age, being first duly sworn, deposes and says:-

(Klawans)

1. I believe you are in the saw mill business and have been for a good many years?

A. Yes, forty years.

2. You sawed some lumber for Mr. Boehm, Sr. in 1928?

A. I did, but I don't remember the date?

3. You remember the time he built the barn and the garage? The chicken house and the house?

A. Yes, I furnished lumber for all of them.

4. Who paid you?

A. Mr. Boehm, Sr., the old gentleman paid me.

5. He ordered the material?

A. Yes, and he paid for it.

6. Do you know how much he paid you for those materials?

A. No sir.

7. Where did you get the logs?

A. I sawed them, he got them out of the woods, he hauled them out himself he had the time.

8. You sawed them by the thousand?

A. Yes.

Cross Examination.

(Ginsberg)

1. You say he hauled them out himself, who do you refer to, the old man or the young man?

A. The old man and the young man together hauled them to the barn.

2. Who did the building?

A. Mr. Boehm and his son.

3. Does that apply to the dwelling house, the barn and garage and addition to the barn?

A. Yes.

4. They both worked together there?

A. Yes.

5. Ycu say the father paid ycu for the sawing?

A. Yes.

Preston Creek, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Preston Creek, Crownsville, Md.

2. Do you know Mr. Boehm, Sr. and his son?

A. Yes.

3. You remember when Mr. Boehm bought his property down there?

A. No sir, I remember when it happened, that has slipped my memory.

4. Did you go tc work cn that place after he bought it?

A. Not right away.

5. How long after he bought it?

A. Five cr six years.

6. What did you do?

A. Worked cn the grcund fcr Mr. Bcehm, Sr.

7. Dc any grubbing cn the place?

A. Yes.

8. Whc paid ycu?

A. Mr. Bcehm, Sr.

9. He was the only one paid ycu?

A. Yes.

10. Was that before the house burned dcwn?

A. Yes, and then I wcrked some time after the house burned down.

11. Remember grubbing dcwn there?

A. Yes.

12. Who paid you for that?

A. Mr. Bcehm, Sr.

13. He emplcyed ycu?

A. Yes.

Cross Examinatien.

1. Ycu wcrked cn this farm in 1921 and 1922?

A. Yes.

2. While the son and father bcth living on the farm at that time?

A. Yes.

3. At that time while bcth living there you wculd be paid by the old man?

A. Yes.

4. That was 1920-1921-1922, dc you remember when the young man mcved back to the farm?

A. No sir. I know when he mcved back but I don't know the date.

5. You say ycu grubbed the land?

A. Yes.

6. Who helped you grub that land?

A. Mr. Boehm, Jr. helped grub the land.

7. That was after he came back to live on the farm?

A. Yes.

Re-Direct.

1. You told me when you first went to work there it was five years after they first bought that property? How long after they bought the property did you go to work there?

A. I don't remember when they first bought it, I just think seven or eight years after they first bought it.

2. How long after they first came to Anne Arundel County?

A. Somewhere between seven and eight years.

3. Before you ever went there to do any work?

A. Yes.

4. At that time nobody on the place but Boehm, Sr.?

A. When I first went to work he was there by himself, later on his son moved back down there.

5. Did you do any work while the son was there?

A. Yes, grubbed some then, too.

Cross Examination on Re-Direct.

1. Did you cut some railroad ties in 1921 or 1922?

A. Yes.

2. When the son was first living on the place?

A. Yes, I think I cut some.

3. That was back in 1920-1921-1922?

A. Yes.

4. So actually you did work for these people while they originally did live on the farm, is that correct?

A. Yes.

Mr. John Stadter, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. John Stadter, 2058 Eastern ave., Baltimore, Md.

2. I believe you have known this place ever since the time Mr. Kreetzer owned it?

A. Yes.

3. You took a mortgage when he owned it?

A. I had a mortgage on his place in Baltimore County and he wanted a bigger place and he had it for a couple of years then got tired of it and he sold the place to Mr. Boehm.

4. You held that mortgage for a good many years?

A. Until year before last, it was transferred to his daughter.

5. During the whole time you had it who paid the interest on the mortgage?

A. Mr. Boehm, Sr. paid the interest.

6. How would he pay it, cash or check?

A. Sometimes sent me a check, other times paid cash.

7. Bring it in himself?

A. Yes.

8. He also borrowed some money on a note from you one time?

A. Yes, $400.

9. Do you know what that was for?

A. I could not tell you, said he wanted to buy some lumber to fix up the house.

10. Is this your receipt for that $400?

A. Yes. Offered and filed as Exam. Exh. E

11. You say recently the mortgage was transferred to his daughter?

A. I could not tell you whether transferred, I know they paid me off.

12. Before it was paid off did anybody come to see you about the mortgage?

A. Mrs. Tapman was at my house once.

13. Anybody else?

A. That's all.

14. Did you make demand on Mr. Boehm to pay the mortgage off?

A. I just went up there to the Lawyer, Mr. Scholtz and told him about it, and he said he would take it over and write a letter to each of them the old man and the young man, and that's how it came about.

15. Mr. Scholtz is dead?

A. Yes.

16. What do you mean, you told him how it was?

A. I told him the interest was not paid, the place was run down and I got tired of it and I wanted it settled one way or the other, and so they settled it up.

17. You had insurance on the property?

A. I did.

18. Do you know who paid the Insurance premium?

A. The Insurance agent.

19. Did you ever have any conversation with William Boehm, Jr. in reference to the place?

A. No, not at all, I never bothered with it, I just bothered with the mortgage and the interest, that's all I worried about.

Cross Examination.

1. When the property burned down in 1930 you got the $2,000 on the old mortgage?

A. Yes.

2. Then a new mortgage was made?

A. Yes.

3. Who made that new mortgage? Who were named as mortgagors?

A. All four of them, Boehm, Sr. and Boehm, Jr. and their wives.

4. All four signed that mortgage?

A. They certainly did.

5. That was when?

A. I could not tell you.

6. The property burned down in 1930, was it the following year?

A. I think it was.

7. Then you advanced them $1200 more?

A. Yes.

8. Who did you loan the $1200 to?

A. Mr. Boehm, Sr.

9. The transaction was always with the old man?

A. Yes.

10. He took charge?

A. Yes.

11. There has been some mention of $400 advanced was that something in addition to the mortgage?

A. That was $400 on a note.

12. When was that, was that after 1933?

A. Yes, $400 to buy some lumber to finish the house.

13. That was on a note signed by whom?

A. Mr. Boehm, Sr. and his wife.

14. When was that, what year?

A. I could not tell you, I did not keep an account of that three or four years after.

15. Was it in 1938?

A. Something like that.

16. They borrowed $400 from you?

A. That's right.

17. You don't know what used for?

A. They told me wanted to buy some lumber, I don't know what they did with the money.

18. Actually was any improvement put on the property since 1933?

A. In just the same condition as when the young man lived there, nothing done on it.

19. Did you drop the interest on the mortgage to 3%?

A. Mrs. Boehm came around one day and she asked me if I would not drop the interest to 3%, and like a good old skape I did, and for a couple of years I lost a couple hundred dollars.

It is admitted that the date of the mortgage from the Boehms to Stadter is dated October 17th, 1931 for the sum of $2400 and is signed by both Plaintiffs and Defendants herein.

TESTIMONY ON BEHALF OF THE DEFENDANTS

Continued before the Court.

William Boehm, Jr., a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name?

A. William Boehm, Jr.

2. You are one of the Defendants in this case, you are the one being sued?

A. Yes.

3. In 1920 did you and your wife and your father and mother buy a farm together in Anne Arundel County?

A. Yes.

4. Each paid $1100?

A. Yes.

5. At that time was there a mortgage on the property?

A. Mortgage on the property for $3200.

6. Did you execute that mortgage?

A. It was on the property, we just took the mortgage over.

7. Who had that mortgage?

A. Mr. John Stadter, the gentleman just on the stand.

8. About 1922 it is alleged you left the farm to live in Baltimore?

A. That's correct.

9. Did your father stay on the farm?

A. He stayed about one year longer than I did.

10. Then he came to Baltimore too?

A. Yes.

11. What did your mother do?

A. She stayed on the farm a little longer and later on she came to Baltimore, she followed my father to Baltimore.

12. How long did they stay in Baltimore?

A. To the best of my knowledge my mother stayed in Baltimore probably a year or year and a half.

13. Then she went back to the farm and your father remained in Baltimore?

A. Yes.

14. When did you go back to the farm?

A. I came back to the farm in May, 1930.

15. That's when you came back to live with your family?

A. I was there three or four weeks by myself, and in June my family followed me.

16. Had you been going down there during the years from 1922-1929-1930?

A. Yes.

17. What did you do?

A. I went there on holidays and Saturday afternoons, we worked half days and we grubbed a place where tobacco is located, laid a tobacco farm, built cement pillars and started to build the barn. The lumber came from the timber that my father originally cut down in 1920-1921, my father and I sawed down 135 logs and I hauled them to the saw mill next to our farm.

18. So you built that barn in your spare time?

A. Yes.

19. How long did it take you to build that barn?

A. Two years, maybe a little longer.

20. That was in 1927 and 1928?

A. I believe during 1927 and 1928 and part of 1929.

21. Did you build anything else on the land before you moved back?

A. My father built a little turkey stable, and in May before I moved my family, my father and I built a double garage, had to build that before I could move my family, nothing on the farm except old chicken coop and old stable 14X30. My father built the chicken coop stable and other stable out of the lumber that my father and I hauled to the saw mill in 1931.

22. You moved into that garage?

A. I did.

23. You and your family and your father and mother moved into that garage that you both built before you came back?

A. Yes.

24. After you moved in what else did you build or construct on the property in 1930?

A. First thing we did was to plant tobacco in June, after the tobacco was planted I cultivated, I ploughed, and disc in 1931 and 1932. My father never ploughed nor he never disc, I did all of it and cultivated with a mule. My wife helped me strip and house the tobacco, I stripped other tobacco out of the barn my father planted in 1939, and I did not receive any pay for the labor.

25. When did you start building the dwelling house?

A. We started building the dwelling house in September or October, 1930. I dug the cellar, my father did not throw one shovelful out of the cellar, I had to do the whole work.

26. You started to build that house in September, 1930?

A. Yes.

27. How long did it take you to build the house?

A. I think in the Fall of 1932 it was almost completed.

28. Who built the house?

A. I and my father built the house.

29. With what material?

A. With cement bricks and lumber.

30. Where did you get cement bricks?

A. From Rogers.

31. Who paid for those?

A. I and my father paid for them.

32. It was testified your father paid for them?

A. My father did, but with my money.

33. Explaint that?

A. It was necessary for me to borrow money from the Asscciation.

Defendant's Exam. Exhs, 1 and 2 offered and filed.

34. How did you get this money to buy the materials to build the house?

A. My father went to The Maryland Tobacco Growers Asso. and they gave me checks, they always made out the checks.

35. On May 23, 1931 you borrowed $150 together on your crop and crop you raised together?

A. Yes, which was hanging in the barn on September 23, 1931, we borrowed $300 on December 11th, 1931 we borrowed $200 that makes $650.

36. What happened to that money?

A. It went into the building material we paid for the building material,

37. That was the crop you two were raising?

A. Yes.

38. The rest of the material came from where?

A. From the Canton Lumber Company. To the best of my knowledge little over $700 worth of material for the house.

39 Who paid for that?

A. My father paid for it but with my money. He always kept account of expenses that were paid while I was on the farm, eggs and oil for the tractor oil for the car, we paid one-half, sometimes I was in debt $50 or $65 but when we borrowed cash money then we straightened out again.

40. So that you contributed your half portion of the cost of building that house?

A. That's right.

41. It has been testified that about 1925 you sold your interest in the farm to your father and mother, do you know anything about that?

A. No.

42. In 1925 tell us what took place with regard to any sale of the farm?

A. In 1925 nothing took place, but in 1924 my father paid me $500. That was for selling 700, one-half- railroad ties,and one-half interest in the car which we bought together for $500.

43. What does one-half interest in the railroad ties amount to?

A. They were sold after I left the farm, when I left in 1922 they were still in the barn, I put them up on the side in a pile, then I dragged them out, my father said he was going to haul them away. That amounted to 500 we sold to W. B. and A., he gave me nothing. In the Fall of 1924 he gave me $500 for the railroad ties and car.

44. Was anything said at that time about selling your interest in the farm?

A. No.

45. Did your wife have any discussion at that time?

A. No.

46. I mean pertaining to the $500 payment, was she there?

A. No.

Objection.

47. Did she know anything about it?

Objection.

48. She was not there at the time you had the conversation with your father?

A. No.

49. From 1930 to 1933 you lived on the farm, who paid the taxes, interest on the mortgage and half of the taxes in 1930-1931-1932, the Bill alleges in 1933 you purchased a separate farm?

A. Yes.

50. At that time you asked for the balance of the purchase money with interest and you were paid out in full for your interest in the farm, it has been testified to, was there any such discussion?

A. No.

51. Did you ever agree to sell your interest in the farm to your father and mother?

A. No.

52. Was there ever any discussion either in 1925 or 1933 or at any other time, concerning your selling your interest in the farm to your father?

A. No.

53. Did you tell your sister you had sold out your interest to your father?

A. I never told her that.

54. Did you tell it to either one of your sisters?

A. No.

55. It has been admitted that if George B. Tapman, the son of your sister, were here he would testify that he is the Grandson of William Boehm, Sr. and your nephew and that he is at present in the Army of the U. S., that in the month of July, 1942 during a conversation taking place between his mother, Mrs. Tapman, and his Uncle, meaning you yourself, that they were told by you that you had been paid off any and all interest you had in the farm now owned by the plaintiff, William Boehm, Senior?

A. I never made such a statement.

56. It has been testified that you received some money in 1933?

A. Absolutely right.

57. Tell what took place at that time?

A. In the Spring of 1933 my mother told me that this farm is too small for two families, after I had put up the addition to the barn, built the house with my father, grubbed some more land alongside the road, built up the garage, she stated this farm is too small for two families and she asked me if I would not like to go back to the city like I did in 1922. I replied I had no more intention to go back to the city, I am going to buy another farm.

58. Was anything given to you at that time?

A. My father gave me, in the presence of my mother, $500 here in Annapolis in the presence of the late Mr. Theodore Brady and he gave me $500.

59. What was that for, you say you were going to buy another farm?

A. I pointed out to my father and mother, at that time was bank holiday in force, I had no money in that bank, and I said it is necessary for me to sell 75 shares of Continental Class A stock, and I received $350, and my mother sold 125 shares of the same at 4½ and she paid me the sum of $500 in the presence of the late Mr. Brady in the office.

60. Why was that given to you?

A. I said I was not able to buy the farm with $350 and she said "All right, I see to it you get more money" so she gave me $500.

61. That was given to you at the time she told you the farm was too small to take care of two families?

A. That's right.

62. Any discussion had at that time you were selling any interest of yours in the farm?

A. At no time did I ever discuss with my father how much my labor would be, in the building of the barn or the house or grubbing, never discussed it.

63. Why did you allow your people to live there since 1933 and pay all the expenses?

A. My father is not a hustler, I have to do 3/4 of all the work, and he collected all the profit, all the money came in he handled and when payments to be made my father made them. So my mother said that this farm is too small I was willing to get away; I told her I will buy another farm I don't intend to go back to the city, so the $500 my mother gave me (interruption)

64. Why did they give you the $500?

A. I told her I had nothing,-

65. Why did they give it to you?

A. They loaned me $500,- they don't owe me any money, they loaned me the money.

66. Have you ever paid them back?

A. I never paid them back.

67. That was in 1933?

A. Yes, about Easter, 1933.

68. At the time this discussion took place when $500 was advanced, who was there?

A. My father and my mother.

69. Was your wife there?

A. No.

70. Did your wife know anything about it?

A. No.

71. In 1929 or 1930 when you went back to live on the farm did you have a steady job in Baltimore?

A. I was working for an engineering and Manufacturing Company as machinist.

72. How did you come to go back?

A. In April the house burned down my father was living in the chicken coop. My mother asked me would I like to come back again, and I said I would not mind, I always had intention to come back that was the reason I built the barn in 1927 or 1928, and I said it is necessary for me to build a house and have more land, that's the reason I came back.

73. It is stated you never claimed or asserted any rights in the farm from the time of said agreement of sale until recently?

A. Mr. Stadter came to me in the year 1937 or 1938 and I said, you don't have to worry,-

Objection. Sustained.

74. Did you claim an interest in that farm from 1925 on up to the present time?

A. Yes.

75. You are still claiming it?

A. Yes, still claiming an interest.

76. You admit you prevented your mother and father from selling timber off the farm?

A. That's the truth.

77. During the years 1933 to the present time, your mother and father made any improvements on that place?

A. No, they did not put 1/4th of paint on the house, when I left there there was no rain spout, I said you should put a rain spout there because rain is washing the foundation, and he said he has no time.

78. Has your father paid anything other than interest on the mortgage and taxes since 1931?

A. No.

79. And he has taken the profits out of the land since that time?

A. Yes.

80. What sort of a house was on the property in 1922 before the fire took place?

A. An old six room house.

81. What sort of construction was it?

A. Few uprights and half inch boards, it was constructed out of half inch boards for sheathing.

82. Mr. Gertz testified that you told him your father had paid you your share, did you ever say that?

A. No. I told him I received $500 from my father but I never said I received my share.

83. Mr. Thompson said that you told him your father had "paid you out", you did not say how much, said "paid you out of the farm"?

A. I told him I received $500 from my father when I left in the Spring of 1933.

84. For what?

A. I did not tell him for what.

Cross Examination.

1. You and your father got along all right, were no family differences, until comparatively lately when he started to sell off some timber off the place?

A. That's right.

2. Up to that time you were all friends, with your sisters?

A. No, I was never very friendly with my sisters.

3. How about your father and mother?

A. I been there sometimes, the last three or four years I visited them once a month or two months.

4. Any trouble between you and father up to that time?

A. Yes, we had several troubles before that, my wife was not on speaking terms with my father and my mother.

5. On speaking terms with your sisters?

A. She was on speaking terms when they came there.

6. Are you on speaking terms with Mr. Thompson?

A. Yes.

7. With Mr. Gertz?

A. I have a law suit against him over land.

8. You claim he has part of your land?

A. Yes.

9. When did you start having differences with your father and mother?

A. I think it was in the year 1937, I was planting tobacco and he came to me and asked me to come plant tobacco on his farm, I was at that time planting on my own farm, and had transplanted and I told my father I am planting three times as much as he is and necessary for me to do mine first before I can help him, and he cussed me and left the field because I did not help him when he wanted me to help him.

10. Go back to 1920-1930 after you left the place, you were there two years 1920-1921 and went to Baltimore in 1922?

A. Yes.

11. You did not make any profit on crops?

A. No indeed.

12. You went to Baltimore and stayed there until when?

A. May, 1930.

13. You were away practically ten years?

A. Yes, I returned in 1927 and 1928 to build the barn, on week-ends and holidays.

14. Was your father staying there then?

A. He was with me in the city, we came out together and went back together.

15. Your testimony is you helped to build the garage?

A. Yes.

16. You had not helped to raise any crops down to that time?

A. Neither did my father raise any, he started in the year 1929.

17. Down to 1930 nobody raised any?

A. In 1929 I was there six weeks when he started.

18. So from 1920 to 1929 no one raised crops?

A. I believe my father raised some potatoes in 1922.

19. In 1929 your father started to farm?

A. Yes.

20. Is that when he bought the tractor?

A. I believe he bought the tractor one year sooner.

21. The house burned down in April, 1930, were you living there at that time?

A. No.

22. Down to 1930 you were not living there?

A. I only lived six weeks in 1929 then I went to the City to live until May, 1930.

23. Then your testimony is that the barn and double garage and chicken house had been built before or after the fire?

A. The barn was built before the house burned down, we built the barn together 1927, 1928, the house burned down in 1930.

24. How big was that barn?

A. 30X48, and while I was there in the Fall of 1931 we built an addition to the barn.

25. You were not there when the house burned down in 1930?

A. No, I was not there.

26. You came after the house burned down, and started working on the farm for the balance of that year, and stayed there in 1931 and 1932?

A. Yes.

27. Was the house completed when you left in 1933?

A. I would say 95% completed.

28. Who completed it?

A. It is not completed to this day.

29. 1930 you paid the taxes?

A. That's right, I only paid half the taxes.

30. How much insurance did you pay?

A. To the best of my knowledge I don't remember whether I paid any or did not pay any.

31. Did you pay any interest on the mortgage?

A. Yes, I paid half.

32. Who paid it?

A. My father paid it.

33. You claim you contributed to it?

A. Yes.

34. What years?

A. 1930-1931-1932.

35. From the time you got the property down to the present time that's the only time you contributed to the taxes, insurance?

A. 1920-1921-1922, then I left and 1930-1931-1932 that's the only time I ever paid half.

36. Your father is a carpenter?

A. Yes, he is a carpenter.

37. You are what?

A. Machinist.

38. When you came back in 1930 you started to farm, your father had not been farming?

A. Yes, about a year.

39. Did you not go to the Maryland Tobacco Growers Association to get money that year?

A. No, my father went there.

40. This letter is addressed to him?

A. He got some money in 1931 from the Maryland Tobacco Growers Asso.?

41. What security did he give them?

A. Tobacco in the barn of the 1930 crop which we raised together.

42. Was that paid out of the 1930 crop?

A. Yes.

43. This statement does not show it was paid out of the 1930 crop?

A. When the tobacco was sold the following year it was deducted.

44. Do you know how much the sales were for 1930?

A. $250 to the best of my knowledge.

45. How much for 1931?

A. Little more than $1100

46. 1932?

A. $850.

47. When you left was the Maryland Tobacco Growers Asso. paid in full?

A. No.

48. How much was still owing them?

A. I could not recall that, I don't know. According to the best of my knowledge there was a balance due, how much I cannot tell you.

49. The balance on this statement was $654.58 in 1931.Did you pay off the balance to the Maryland Tobacco Growers Association or did your father?

A. No. the tobacco we sold that we raised together paid off the balance.

50. You say a balance still owing them at the time you left?

A. That's right.

51. Who paid that?

A. The tobacco left in the barn, I left the farm in April and the tobacco was packed

and shipped in June or July following and the balance we owed them was deducted.

52. The money was borrowed on the 1931 crop is that right?

A. To the best of my knowledge. I believe he even borrowed a small sum on the 1930 crop.

53. You don't recall what was borrowed and what was paid?

A. Everything we borrowed was paid out of the tobacco we sold.

54. Except the balance?

A. Yes, but there was no balance after the tobacco we raised was sold there was no balance I received cash money.

55. All bills been paid when you left?

A. No. Amount outstanding to the Maryland Tobacco Growers Association, I did not know the amount, and the tobacco we raised in 1932 was put up as security.

56. How much money did you get from the Association you claim was used in materials for the house?

A. I really could not tell you.

57. Do you know how much you borrowed from them in 1930?

A. I believe we borrowed only a small amount to the best of my knowledge.

58. How much in 1931?

A. It seems to me we owed them about $750, maybe a little more.

59. How much in 1932?

A. The amount was less, I really cannot tell you.

60. You claim you did bet $500 in 1925 as testified to?

A. I did, my father paid me with check in front of the Calvert bank, a Teller's check.

61. Where did you get the $70, where were you when he handed you that money?

A. Right in front of the bank, we went together to the bank.

62. You deny any discussion of that at Mrs. Tapman's house or your house?

A. Yes I deny it.

63. Do you have any bills of sale or receipts to show for these ties?

A. No.

64. Who bought them?

A. Annapolis, Baltimore and Washington R.R. about 700.

65. Whose name were they sold in?

A. My father's name.

66. What year were they sold?

A. I believe in the year 1922, in the Fall.

67. You mean to say from 1922 to 1925 he was paying you that $500?

A. Yes. I asked him for the money, I was going to buy a house.

68. Everything said to you about the $500 except what it was for and you claim for the ties and they claim part of the purchase money for your interest in the farm?

A. That's right.

69. How many ties were sold?

A. 700.

70. What was the price?

A. $500.

71. You got it all?

A. I received $500, I received $250 for the automobile and $250 for the ties.

72. Was the title to the automobile in your name or your father's name?

A. I am positive it was in my father's name.

73. That was in 1925 too?

A. In 1924.

74. The Bank shows it was 1925?

A. I cannot help it, I bought my place in October, 1924.

75. This automobile was what year model?

A. I cannot tell you, my father bought the automobile.

76. Who did he buy it from?

A. I don't know, he told me he paid $500.

77. You don't know what model?

A. I cannot tell you whether 1918, we bought it in 1920 I believe it was two years old then.

78. You did not get paid off for that until 1924, don't know where he bought it or what he paid for it?

A. He told me he paid $500.

79. Where did he get the money?

A. I loaned him the money to buy that.

80. Was that before you bought the farm?

A. Yes.

81. Were you in partners on the automobile before you bought the farm?

A. Yes.

A. Yes.

82. In 1924 did he still have the automobile?

A. I cannot answer that.

83. At the time he paid you $500 did he still have the automobile?

A. I cannot tell you that.

84. What make was it?

A. It was a touring car, a Briscoe.

85. Your wife was not present at the time he paid you that money?

A. No.

86. Did she know anything about it?

A. I told her I received $500 from my father.

87. What did you do with it?

A. I paid $1500 down, that went into the payment for the house in Baltimore.

88. Did your sister, Mrs. Tapman know anything about the payment of this $500?

A. I don't recollect I ever talked to her about it. She may have known about it.

89. Was your father living at her house at the time?

A. Yes.

90. Coming down to 1933 you say your mother said the farm was too small for two families and asked you to bo back to the city and you bought a place over there from Brady?

A. That's right.

91. Got your deed July 27th, 1933?

A. That's right.

92. How much did you pay for the place?

A. $1500.

93. You used $400 of that in the purchase price in the name of you and your wife?

A. That's correct.

94. You used the other $100 for what?

A. That $100 and money I had in my pocket $350 I put up a building, I bought horse and wagon.

95. Your mother was present at the time?

A. Yes, my mother was there.

96. Was your wife there?

A. No.

97. Where did she sign the mortgage?

A. The mortgagee was signed four or six weeks later, I got the money before I ever received the deed.

98. Did you not discuss the purchase of this place with your wife?

A. Yes.

99. Did you tell her where you got the money?

A. Yes I told her, I told her my father gave me $500 and I had myself $350 to build the barn and have a little money left.

100. Who gave you the money, your father or mother?

A. My mother gave me the money, he was present, they gave me two checks and I went down stairs and Mr. Green cashed my two checks and I came up and gave the money I received for the checks to my mother and she gave me right there $500.

101. You sold some stocks to get your money?

A. I sold a few shares.

102. They sold some of theirs to get this money to let you have?

A. Yes.

103. That was Continental Baking sold for 4.50, they sold 125 shares?

A. Yes.

104. In your Cross Bill of Complaint you say your father dissipated the income from the farm playing the stock market is that what you referred to?

A. No, I did not refer to that at all.

105. What stock transaction do you contend your father dissipated his money in?

A. My mother came to me several times in 1935 or 1936, once she asked me about certain stock selling for 7.50 a share, do you think a good buy, and I said Yes, I do. She bought 100 shares at 7.50 and sold at 17-3/8.

One evening I came to my mother I knew she had several thousand invested in the stock market and I said "if you don't sell some you will lose your money. (Interruption).

106. In your Cross Bill you say this,- that you erected a dwelling on the farm as well as other structure, you don't contend you did erect them?

A. My father did not erect them, we erected them together.

107. You also state that the respondent invested substantial portion of the profits of the farm in stocks which have diminished in value?

A. Yes, she lost over $5,000,-

108. What year was this?

A. In 1939 she lost over $5000.

109. Why were you entitled to anything in 1939 out of that farm?

A. As long as she had any money she was not anxious to sell but soon as she lost money on the stock market she was anxious to sell.

110. You also allege they are indebted to you for machinery and equipment and other personal property on the farm, tell us what equipment you bought?

A. In the year 1920. When I left in 1922 there were two horses and cows on the farm, my father sold that and he kept the money, for what he sold he received $175.

111. When you left the farm in 1933 you got a cow from your father?

A. I received a heifer, I left a cow and a calf behind.

112. Did you farm your own place in 1933?

A. Yes.

113. At the time you left the place did you tell your father and mother you wanted to be paid for anything you did on the farm?

A. We never discussed that.

114. Do you contend that they owe you for labor as well as one-half interest in this place?

A. I contend I own one-half interest in the place.

115. Do you contend they ow_ you anything more than that?

A. I helped erect all the buildings and barns and I never received one cent.

116. Is it not a fact you have said to people you had been paid for your interest in it but you contended you should be paid for work you did there?

A. I only said I received $500 from my father but I never received any pay for the work I did.

117. You contend you own one-half interest in the place?

A. Yes.

118. And you contend he owes you for all the work you did there?

A. Yes, I feel I should get paid for the work I did.

119. Notwithstanding that he gave you $500?

A. Yes.

120. He said he loaned it to him,- (Anderson)

A. Yes.

121. That has never been repaid?

A, No.

122. If he owed you that money when you left why did you not ask him to pay you what he owed you then you would not have had to borrow any?

A. He did not have any money.

123. He had $500?

A. Yes.

124. Why did you not ask him to pay you what he owed you?

A. He never owed me any money, I never loaned him money.

125. If he owed you money for labor why did you not ask him to pay you for that instead of borrowing money from him?

A. I never loaned my father money, he was not in debt to me only for labor.

126. You say when you left there your father owed you money for labor?

A. Yes, I never got paid.

127. You wanted some money, you wanted $500?

A. Yes.

(Court)

128. Why did you not ask him to pay you what he owed you instead of borrowing money from him?

A. I cannot ask my father to loan me money and still have an interest in the place, that would show I want everything, I don't know that would be fair.

(Anderson) Why don't you re-pay your father that money?

Objection.

A. The reason is I cannot see, I put considerable money in to help build the barn and I put considerable labor in it. Inasmuch as my father loaned me $500 why should I worry him to give me some profits, I was satisfied with the arrangement, let him have the profits and keep all he made.

126. Did you not just say your father did not owe you anything for labor?

A. I did not say that.

127. You contend he owes you for labor at the time you borrowed $500 from him, when you bought your place?

A. That's right.

128. Is that the reason you have not paid him back?

A. Yes, I thought I would let my father keep all the profits, I am satisfied after 1933.

129. And you keep a half interest in the place and $500?

A. Yes.

130. Were you keeping the $500 for your labor?

A. That was a loan, we never discussed it.

131. That was a loan, when were you going to pay it back?

A. We made no arrangements to pay it back, we never discussed it.

132. Was it ever to be paid back?

A. We never discussed that.

133. Have any intention of paying it back?

A. No.

134. You intended your father to have all the profits?

A. Yes indeed, I want him to have all the profits and pay the taxes and mortgage, and keep the profits.

(Court)

135. How much of that farm was clear in 1933?

A. I believe about 20 acres, and I grubbed five more.

136. When you bought it in 1920 was it all in bushes?

A. No, there was about 20 acres clear then, too in 1920.

137. In 1933 still 20 acres.

A. 25 acres, I cleared five more.

138. Your father was to own the farm.

A. Yes, father was to own the farm and keep the profits.

139. In 1924 you did get $500 and when you bought your place you got another $600, and the most you had in the farm any time was $1100?

A. Yes, and the money I put in it while I was living there.

140. So you actually got all your cash money out of the place?

A. I only received $1,000.

141. When did he start to get this wood cut and you stopped him?

A. 1941.

142. You stopped them?

A. I sent my son.

143. Why did you not go?

A. Why should I go?

144. Why should you not go, any reason why you should not stop him?

A. He threatened to punch me in the face.

145. How old is your father?

A. He is a man 72 or 74 years old.

146. Your son went over with a shot gun?

A. My son went over there and my little son went squirrelling, hunting, and he came over to see what was going on and they were having an argument, he has two squirrels with him,

147. Who was cutting this wood last Fall?

A. Lumber Company in Danville.

148. You did stop them?

A. Yes.

149. From 1933 from the time you left down there, down to that time, you had not exercised any jurisdiction over that property?

A. I called my father's attention to it, I told him go start painting the barn it was very bad condition.

150. You never worked any crops over there?

A. No.

151. Never told him what not to raise?

A. No.

152. Never furnished any labor, money or materials?

A. Sometimes my son went there to work, sometimes I went there myself I helped plant tobacco and helped raise tobacco.

153. Is that the usual thing for a son to do?

A. Yes.

154. You did not expect to be paid for that?

A. No, I did not.

155. You did rent other land other places?

A. I did not, my son did and I objected to it.

156. Did you rent some land from Mr. Moreland?

Objection.

157. When was this?

A. I believe in 1939-1940 my son told me, a field of 20 acres, I objected to it because by the time you give 1/3 away it would not be paying a person, but he went there and planted one crop on it.

158. Did your father have any idle land over there at that time?

A. No, his land is all run down and washed in gulleys in the fields.

159. You did not demand any accounting from your father for any crops

A. No.

160. Since when?

(Court) 1933 as I understand it.

161. Do you know whether all bills for all material and equipment were rendered in your father's name?

A. He handled all money, he handled also in 1921,- he always handled all money

162. Who did you expect to pay the mortgage off?

A. We never discussed that.

163. Who was to pay the mortgage, you knew the mortgage was on there

A. Yes.

164. How did you figure that was going to be paid?

A. My father had no intention to pay the mortgage, and neither had I any intention to pay the mortgage off.

165. What were you going to do, let it be sold at foreclosure?

A. Not necessarily.

166. Somebody had to pay Insurance, taxes and interest on the mortgage?

A. Yes, long as he receives the profits let him take care of the expenses.

167. Did you receive any insurance money?

A. You mean on my father's place?

168. Why do you call it your "father's place"?

A. Because he is living there, I live on my place.

169. When did you last receive any income from this place?

A. In the Summer of 1933 when the tobacco was raised in 1932 was sold I was on the place working with my father and I moved in April, 1933 and the 1932 crop was sold in June.

170. Ever use any of the farming implements?

A. Yes, we helped each other out with my mules and his tractor.

171. Neither one received any pay?

A. No.

172. You do admit you had a conversation with Mr. Thompson with reference to money paid, and the only difference is you claim it was a loan from your father and not for final payment on your interest in the property?

A. Yes.

Re-Direct:

1. In 1933 when you moved off the farm involved in this case and moved on to the neighboring farm where you now live, you got $500?

A. Yes.

2. Was there any discussion at that time as to the farm where you and your mother and father had been living, concerning the sale of that farm?

A. No sir.

3. What did you expect to happen to that farm where you all had been living?

A. I expected my father would keep on raising tobacco, and pay the taxes and interest on the mortgage and keep all the profits.

4. That farm was not enough for two families to make a living on?

A. That is what my mother said.

5. Then you bought this separate farm so you could work this separate farm?

A. That's the truth.

6. How many acres in the new farm?

A. 153 acres, no buildings on the farm, the land overgrown, I had to grub the land and put buildings on it.

7. Was there any discussion as to when you would pay back the $500, or any discussion?

A. No, there was no discussion. My father and my mother realized I needed money to buy my new farm, $350 was all I had and that was not sufficient, and gave me that to pay that on the farm to help me along, to give me a start.

8. You let them stay on the farm where you had lived before although they have paid to date on the farm only the taxes and interest on the mortgage, they have not paid anything on that mortgage?

A. No, not one cent.

9. They got the benefit of the entire crop?

A. Yes.

10. Did they ever give you back the money they received from the sale of the horses and mules?

A. I never received one dollar?

11. They claim they gave you a cow?

A. When I moved away from the place I received a heifer, I left a cow and calf behind.

12. While you were living on the farm from 1930 to 1933 what happened to all the money that came in, where did that go, what did you and your father do with the money, you sold crops, tobacco, and chickens, etc. where did it go?

A. We were building a house, we had to pay for the house, all I had when I moved in 1933 was $350, and while I was on that farm I sold $100 Ward Baking Co. stock, $50 Motor stock, and I collected my two Life Insurance Policies which amounted to about $50 and at the same time I always kept $5 7$ or $8 from the rent money I received from the house in Baltimore, instead of making full payment to the Building Association I always kept a few dollars back to buy groceries.

13. While you were on this farm in 1931 and 1932 and up to 1933 you got your living off the farm?

A. Yes.

14. You say that $500 was paid to you about 1924 or 1925 for 250 railroad ties and $250 interest in the car, who had bought that car and who put up the money?

A. My father bought the car, my wife drew the money out of the Bank, and I loaned him $600 and he bought the car.

Defendant's Exh. 3 offered and filed.

15. You say in 1920 the car was purchased with money you gave your father which had been gotten from your wife's bank account?

A. That's a fact, I gave him $600, but prior to that, in the Spring of 1920 I loaned my mother $300, I sold Liberty Bonds belonging to my wife, $200 to my wife and $100 to me, and loaned my mother money in the Spring of 1920

16. In 1924 when you for your $500 you were getting back $250 advanced on the car and $250 due on the railroad ties?

A. That's a fact.

17. So since 1920 you and your father used that car?

A. I never drove the car, I did not know how to drive one at that time, I only used it one and a half years, my father used it after we went on the farm and he got the benefit of it.

18. Did you use it a year and a half on the farm?

A. Yes.

19. You were both to contribute 50-50 for that car?

A. Yes, and before I left my father promised he was going to pay me.

20. You did not get the money until 1924?

A. Yes.

21. You have actually gotten $500 in 1933, and this $500 represents an entirely different transaction.

(No answer).

Mrs. William Boehm, Jr., a witness of lawful age, being first duly sworn, deposes and says:-

(Ginsberg)

1. You are the wife of the defendant, William Boehm, Jr.?

A. Yes.

2. In 1920 you and your husband and your mother-in-law and father-in-law purchased a farm together in Anne Arundel County?

A. Yes.

3. You paid $5200 for that farm and each couple put in $1100 together?

A. Yes.

4. There was already a mortgage on that property for $3200?

A. Yes.

5. You did not make a new one?

A. No, we just talked over that one in existence.

6. You all went to live on that farm?

A. Yes, in 1920.

7. You and your husband left the farm in 1922?

A. Yes, we left to go in the city.

8. Your father-in-law left about a year later.

A. Yes, a year later he came down to Baltimore to live. After he was in the city a while his wife came into the city to live, she got sick on the farm.

9. In 1930, I understand you and your husband and family moved back on the farm?

A. Yes, we moved back in 1930.

10. What was on the farm when you moved back in 1930?

A. Nothing on the farm, the house burned down, a chicken coop my father-in-law built out of the lumber my husband dragged out in 1922, he drove logs out to Jennings' saw mill before we left, and when we moved nothing there only the barn that my husband in the meantime built.

11. When was that built, in 1922?

A. After 1922.

12. Who built it?

A. My husand and his father.

13. When did they build it?

A. I think they started 1926-1927-1928 went on for several years, a couple of years.

14. They were doing that over week-ends and holidays?

A. Yes.

15. When did you go down there to live there again?

A. In June, 1930.

16. Had your husband gone before?

A. Yes, my husband always went to work, he was there three weeks before I went, and built the garage and little shed next to the garage where we had the kitchen.

17. Your husband and your father-in-law did that?

A. Yes, the two together.

18. You moved into the garage?

A. Yes, I brought the stove along and we cooked on the one stove and one table.

19. Did your husband go back and forth?

A. No, he moved down before we did, three weeks before.

20. He was not working during that period?

A. No, he was just working on the farm, was not working in the city. He gave up the job and came to the farm and my mother-in-law came along after he did, he should move on the farm and take on the deal like in 1920 when bought the farm.

21. He had been working in Baltimore and was still working when he went back?

A. Yes.

22. There was no dwelling house?

A. No.

23. Who built the house?

A. My husband and his father.

24. When did they start building that house?

A. In the Fall of 1930,- my husband before that he built the cellar, he dug it himself my husband did.

25. Who built the house?

A. My husband and his father.

26. How long did that go on?

A. It went on from the Fall of 1930 to 1932.

27. How large a house is it?

A. Eight room house and one room for bath.

28. During the entire period of time 1930 to 1932 your father-in-law and your husband both worked on the house?

A. Yes.

29. And during this entire period of time did you and your husband work on the farm?

A. I helped to work the crop, I housed the crop, I hoed more than my father-in-law and mother-in-law did. Mr Thompson and Mr. Creek, and I shocked the corn and husked the corn.

30. Who paid the cost of building the house?

A. They drew money on the tobacco, and when they did I never saw any bill that came from the Tobacco man, I never received one dollar I have to take my money from the house in Baltimore to live on.

31. Did they ever discuss anything with you?

A. No, because we were not on good terms, after we moved up there quite three months I stopped talking with my husband's mother, we lived under the same roof we cooked together on the same stove and I have not spoken to this day, and when I left I did not go back.

32, In the Bill of Complaint it says that about 1925 you and your husband desired to purchase a house in Baltimore, and you made an agreement to sell your interest in this farm to your mother-in-law and father-in-law?

A. I never made any agreement. Never anything discussed with me.

33. Did anybody ever talk with you about selling your interest in the farm?

A. No, because in the meantime my father-in-law was not on terms with me either.

34. So in 1925 no discussion was had with you whatsoever by any one?

A. No sir, none.

35. Did you get any money in 1925?

A. Nobody ever paid me, I never saw anything.

36. Any discussion had with you by anybody?

A. Nobody.

A. Nobody.

37. The Bill of Complaint says in 1933 your mother-in-law and father-in-law paid the rest of the purchase price, did anybody pay the rest of the purchase price to you?

A. Nobody ever came to me and discussed nothing, I never saw nothing, nothing from the insurance money, nobody ever discussed anything with me..

38. You signed the mortgage in 1932?

A. Yes, I signed the mortgage in October, 1931.

39. That was a mortgage on this property?

A. Yes, on that property my father-in-law was living on.

40. Was that mortgage discussed with you?

A. No, that's all I did, my husband said "come on we are going to sign the mortgage".

41. In other words they did not take you into their confidence, neither your husband nor any of them?

A. None of them.

42. Only thing you know when they had already made arrangements for the mortgage they asked you to sign and had not discussed it with you at all?

A. No, never discussed anything with me, I did not even know they took the $1200 Insurance. They bought stock with my money and I never knew anything about it.

43. Used some of your money?

A. Yes, what I worked on the farm for, and farming is not easy work.

44. When this house was bought in 1920, and the automobile was bought how much money did you take out of the Bank to contribute toward the house and automobile?

A. My husband came home, he use to visit them, they lived in Lakeland, and he said his father bought an automobile, and I said why, and he said because going to buy a farm together, they need an automobile and he asked for $600, said "Mother wants $600 for automobile", I always understood the automobile was $500 but I gave her $600 on the 12th of May and bought the automobile at that time. It was my own savings of money when I was single.

45. How much more did you contribute?

A. Later on she asked for more money and my husband went and drew $450 in September the same year.

46. Was any more drawn out?

A. $50 I drew on the 9th of October when they signed the deed.

47. That was for the expenses of settlement?

A. Yes, that was for expenses of settlement.

48. Have you ever gotten any of that money back?

A. No, my husband said his mother said when she sells her house in Baltimore she is going to put that right on the mortgage.

49. Did she do that?

A. Yes, she put $1100 on it. She drew my money first, what she did with the money I don't know, sometimes she played in blind pool, I drew money and my husband gave it to his mother and father to handle it. We had nothing to buy only that farm.

50. Did you ever get back this money you drew out of the Bank?

A. I did not get it out at all. We bought the farm in 1920 and then she put her $1100 into it, my money that I had.

51. So your $1100 went in and her $1100?

A. Yes, she drew it before we ever had a farm, she was talking already we were going to have a farm together.

52. In 1933 when you moved off the farm did you have any discussion at all with your mother-in-law and father-in-law?

A. No, we are not on good terms not even with my father-in-law.

53. In 1925 did you have any discussion with your mother-in-law or father-in-law about selling your interest in the farm?

A. No.

54. Did you ever sell your interest in the farm?

A. No, I did not sell my interest to anybody because never have mentioned it in front of me.

Cross Examination.

1. In 1922 you and your husband moved to Baltimore?

A. Yes.

2. You bought a house in what year?

A. In 1924 when my boy was a year old.

3. Your husband was working in Baltimore?

A. Yes.

4. You did not expect to go back to the farm at that time?

Objection. Overruled. Exception.

A. I don't know, I could not say.

5. Your husband was working in Baltimore, you bought a home in Baltimore and you had no intention of returning to the farm?

A. I was in Baltimore at that time.

6. You had invested your money in that farm?

A. Yes.

7. You owed a mortgage in Baltimore?

A. Yes.

8. Was there any discussion with your husband about selling your interest in the farm?

A. Never heard anything about it.

9. What was your purpose in keeping your interest in the farm?

Objection. Overruled. Exception.

A. I don't know anything about that.

10. Why did you want to keep yout money tied up in this farm?

A. At that time she did not have no money she lost her money in the blind pool, that's why he came back to live in the city.

11. Your husband received $500 from your father-in-law in 1924?

Objection. Overruled. Exception.

A. I don't know, when I knew it it was later on.

12. Your husband testified he told you about it?

A. Later on he told me it was for railroad ties and automobile, I only used it about twice while I was there and she promised she was going to pay me back, my husband did not drive, when I went to get a license for the automobile they would not allow it.

13. In 1933 you and your husband moved off the farm again to the farm you now own?

A. Yes, in 1933.

14. That was caused by your mother-in-law feeling the farm was too small for two families?

A. That is what I understood from my husband.

15. You were not able to get along with her?

A. I did not talk to them, not even to my father-in-law or his sisters, I never even spoke to them to say "Hello" when they came down.

16. When you moved off your father-in-law's farm you never intended to go back there again?

Objection. Overruled. Exception.

17. In 1933 when you moved off your father-in-law's farm did you intend never to live on that farm?

A. I don't know, that's hard to say.

18. You did not intend to live with your mother-in-law, you could not get along with her?

A. I could get along with her, it was her not me.

19. Did you want to stay on that farm?

A. We would stay.

20. You did not,- did you want to stay?

A. I cannot answer that question, it was my money in it, it was my home just like my mother-in-law's. They did not pay me out, they did not discuss anything in front of me.

21. You wanted them to pay you out at that time?

A. It was never discussed with me it was all between my husband and his father and mother.

22. What did you say when they wanted you to move off the farm that you owned a half interest in?

A. I said if they paid me out what I put in the farm, and my money what I put on the mortgage then I would sign off. I did not live, I bought any clothes I got from the eggs I got, I did not cut in my half

23. You knew your husband had no money?

A. My husband had money.

24. How much money did he have?

A. He had money to carry on. He sold his stock, he took $15 every month off the house,- I did not even know that. He use to go to Baltimore to collect the rent, I stayed on the farm I did not go much into Baltimore.

25. Did you know your husband had received money from your father-in-law and mother-in-law at the time he bought the farm in 1933?

A. I did not see it. He did not tell me until later on he told me just got some money, I did not see it, they went to get it I did not know anything about it.

26. Did you not leave it up to him to do as he saw fit?

A. They never discussed anything with me.

27. Is not that the custom between you and your husband to leave it up to your husband to do as he sees fit?

A. Not always, not what was my part. What was with him together with his mother never was. In 1920 we had a little money extra, I am no woman to throw my money out.

28. You say you used your rent from Baltimore to live on the farm down here?

A. Yes.

29. How did you keep up that mortgage?

A. They paid me $35 a month.

30. How much was your mortgage payment?

A. I don't know, I let me husband carry the money for the interest.

31. How much did it cost you to live here?

A. He use to take $15 every month, I did not know that because my mother-in-law took part of it at that time. She did not have any money.

That crop in 1929 my husband helped to raise was in the barn and when he came back in

1930 I helped to pack it, I helped to strip it.

32. When you were there in 1930 or 1929 the tobacco crop was in the barn and you helped strip that?

A. Yes.

33. Then you planted a crop in 1930?

A. Yes, that went on shares.

34. In 1931 and 1932?

A. Yes.

35. You left in 1932?

A. Yes.

36. You went from there, and understand you never got any money out of those crops?

A. No.

37. Where did you get money to buy groceries with?

A. I took it off my city house rent, $5, $10, she got my part of her eggs, I use to sell eggs and milk and butter.

38. Was your father-in-law working in Baltimore at the time between 1930-1931-1932?

A. No, he was up at the place, he was always complaining with his stomach.

39. Was it not more depression than anybody's stomach?

A. I don't know, I never saw any money come in, I never saw anything, everything was hid behind me, I was only there to work from sun up to sun down, I helped him grub the field, I chopped trees off, the branches off.

40. Your Building Association Book back for 1932 shows payments from $20 to $30 a month?

A. Yes.

41. You say your total rent was $35 a month?

A. Always when you pay $100 and interest came lower, that was mine, I attended to that later on. ?y husband attended to it later on, I said I am going to stop, I will tend to it myself I put so much on the house and so much for the board. I use to send money by mail, I moved back down there, and sometimes my sister took it there.

42. That pertains to the Baltimore house?

A. Yes.

43. From 1922 to 1929 you had no use of the farm at all?

A. I could not say about that time because when I moved back my husband went foreard to build the barn.

44. You did not move back to the farm before 1930?

A. No, I did not.

45. You made no use of the farm from 1922 to 1930?

A. No I did not when she came there.

46. Your money was tied up in the farm?

A. Yes.

47. You say you never did discuss with your husband the sale of your interest in the farm?

A. No, never did no matter about that.

48. In 1933 you felt your mother-in-law had a right to require you and your husband to leave?

A. My mother-in-law never intended to sell the farm neither

49. You and your husband did not pay any taxes on that farm?

A. 1921 to 1930, no.

50. Who paid the interest on the mortgage between 1921 and 1930?

A. My father-in-law.

51. Who paid the Insurance on the house between 1921 and 1930?

A. In 1920 when we bought the farm we paid for five years.

52. Who paid the Insurance in 1925?

A. My father-in-law, -I don't know.

53. (Court) You and your husband only paid the taxes, insurance and interest on that farm for three years, that was 1930-1931-1932,1933, is that right?

A. Yes, In 1920 we paid the taxes when we bought it, I paid half the taxes in April before we left in 1922 and half for feed for the chickens.

54. (Klawans) From 1934 up to date you have made no use of the farm have you?

A. My boys went forward, I don't go on the farm I was not permitted on the farm.

55. How could they keep you from going on the farm that you were half owner of and had your money tied up in it?

A. They came down and frightened me, and going to shoot me if I came on the farm.

56. Who did?

A. Mrs. Tapman and her son.

57. They lived in Baltimore?

A. They came forward one time, she came down there.

58. Did she have a gun?

A. No she did not have a gun, she had a whole lot to say, she is the instigator of the whole thing.

59. Have you made any attempt to sell your half interest in that farm to get your money out of it?

A. No. After I put so much money in there I don't intend to sell it.

60. What use are you getting out of the farm?

A. Because he was old and if I take my part out of there he would not have a home, he would be without a home.

61. You want to give your interest to your father-in-law?

A. Not the whole interest.

62. What is your interest that you claim?

A. Hald the farm, if I put my money there and I put my money right back half of the money.

63. What half?

A. My hald interest in the farm.

64. You own one-half?

A. Yes.

65. Does your husband have any interest?

A. Yes. My money was put in there. he went there and worked it, no place to live; if he had not put up any place maybe he would still live in the chicken coop, she hangs on my husband all the time.

66. You say you and your husband have never discussed the sale of your half interest in that farm?

A. No, never discussed anything.

Thomas F. Brady, a witness of lawful age, being first duly sworn, deposes and says: (Ginsberg)

1. State your name and residence?

A. Thomas F. Brady, 133 So. Linwood ave., Baltimore, Md.

2. You have records there of The Maryland Tobacco Association, can you tell us roughly from 1930 or thereabouts, how much tobacco was taken off this farm and sent to you, and number of loans made during 1931-1932?

A. I can give you the total amount of tobacco from 1929 to 1941.

1929 ----------	$ 971.30
1930 ----------	1218.58
1931 ----------	124.25
1932 ----------	1156.10
1933 ----------	827.93
1934 ----------	387.45
1935 ----------	944.98
1936 ----------	290.85
1937 ----------	1104.75
1938 ----------	556.07
1939 ----------	238.00
1940 ----------	422.35
1941 ----------	2604.54
Total, ----------	$10847.15

3. Do you have records made against the crop from 1930 on?

A. I have not got those lumped together, different times have gotten advances on the crops.

4. 1930-1931-1932?

A. 1930, $200 actual cash

1931, $650 actual cash

1932, $200

1933, $700.

Cross Examination.

1. What in addition to 1930 paid cash loans?

A. We advanced $135.90, fertilizer $101.29, Seed, $11.10; 1931, $1_54; 1932, all actual cash that year; 1933, miscellaneous $95.

2. This 1930 advance what crop was that on?

A. That would be on the 1930 crop.

3. Was that loan paid off in 1930?

A. This account was squared up in 1930.

4. 1931,- was $650 was that paid up out of the 1931 crop or balance carried over to 1932?

A. Nothing was paid out of the 1931 crop, and balance of $656.75 was carried to 1932.

5. And on that got $200 cash made $856.75 to be paid out of the sum of $1156?

A. That's right.

6. Was that balance of $856.75 squared out November 29th, 1932? So that the acccunt was clear beginning 1933?

A. It was not clear in 1933; $100 of that went into 1933 so that in the beginning of 1933 the account owed us $135.

7. That $135 was owing against the 1933 crop?

A. That's right. October 31, 1933 squared out and started all over new again.

8. Can you tell us who those loans were made to?

A. According to the account, William Boehm, Sr.

9. Accounts always carried that way?

A. The original acccunt started as William Boehm, and back in 1933 the account was carried as William Boehm, Sr. from then on.

10. When you make these advances against the crops does it make any difference what the money is used for?

A. No, I cannot say that. We make them against the crop we cannot say what being used for, sometimes going to repair a barn or build a barn that I don't know.

William J. Boehm, III., a witness of lawful age, being first duly sworn, deposes and says:-

(Ginsberg).

1. You are the son of the Defendant in this case?

A. Yes.

2. Mrs. Tapman, your Aunt, says she and her son came out to talk to your father about your grandparents?

A. That's true.

3. Sometime about a year or so ago?

A. About two years ago, I was recovering from an operation.

4. Did your Aunt speak to your father then?

A. Yes.

5. Who else did she speak to?

A. She spoke to everybody, she cursed and hollered at everybody on the property and called my father indecent names,----

6. Did he say anything to her about the sale of his interest in the farm?

A. He did not say that statement that he sold it.

7. Did your mother say she had sold any interest in the farm?

A. No, my mother walked away after she used such abusive language, and I ordered her off the place.

8. What conversation, if any, took place?

A. When my Aunt came upon the property she wanted to find out how the situation was, she was in doubt, she did not know how the situation was as to the relation between my father and my grandfather.

9. What took place, if anything?

A. My father said he still owed money from them and his part of the farm was still yet there, and the plaintiff's daughter stated she had been over to Emil Gertz' and he would swear in Court that my father stated to him he was paid in full.

It is admitted and stipulated herein by Counsel for both Plaintiffs and Defendants that the properties on Loretta ave. in Baltimore City and the farm purchased by William Boehm, Jr. were in the names of Boehm and wife as tenants by the entireties, William Boehm, Jr. and wife.

Filed March 13" 1943.

Petition to fix penalty of Appeal Bond and Order thereon.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William A. Boehm, Jr., and Josephine Boehm, his wife, referred to in the amended Bill of Complaint and in the Decree as William Boehm, Jr., and Josefin Boehm, his wife, respectfully shows unto your Honor:

(1) That they intend to enter an appeal to the Court of Appeals of Maryland, from the Decree passed on the third day of March, 1943.

(2) That they intend to give bond to stay the operation of said Decree.

Wherefore they respectfully pray that an order be passed fixing the penalty of the bond.

William A. Boehm Jr. Ginsberg & Ginsberg

Josephine Boehm Solicitors for Defendants, the petitioners.

Defendants, the petitioners.

Upon the aforegoing petition it is this 12th day of March, 1943, by the Circuit Court for Anne Arundel County, Ordered that the penalty of the bond be and it is hereby fixed in the sum of Fifteen Hundred and Forty-one Dollars and ninety-five cents ($1,541.95); provided a corporate surety satisfactory to the Clerk be given.

James Clark

Judge.

Filed March 13th. 1943.

ORDER FOR APPEAL.

Mr. Clerk:

Please enter an appeal on behalf of William A. Boehm, Jr., and Josephine Boehm, his wife, the Defendants, referred to in the Amended Bill of Complaint and in the Decree as William Boehm, Jr., and Josefin Boehm, his wife, from the Decree passed on the third day of March, 1943, to the Court of Appeals of Maryland.

William A. Boehm, Jr. Ginsberg & Ginsberg

Josephine Boehm Solicitors for Appellants

Defendants, the Appellants.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 16th day of March, 1943, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William A. Boehm, Jr., and Josephine Boehm, his wife, and they made oath in due form of law that this appeal is not made for the purposes of delay.

(NOTARIAL SEAL) Gertrude Fried

Notary Public

Filed March 16th. 1943.

KNOW ALL MEN BY THESE PRESENTS,

THAT WE William A. Boehm, Jr. and Josephine Boehm, his wife, of Anne Arundel County, Maryland, as principal, and National Surety Corporation, of New York, New York, as surety are held and firmly bound unto William Boehm and Agnes Boehm, his wife or their Attorney, Executors, Administrators or Assigns, in the full and just sum of One thousand five hundred forty-one and 95/100 ($1,541.95) dollars; to which payment well and truly to be made, we bind ourselves, and every one of us, our and every of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 16th day of March in the year of our Lord one thousand nine hundred and forty-three.

WHEREAS, By a Decree of March 3, 1943 of the Circuit Court For Anne Arundel County passed in a cause therein between the said William Boehm and Agnes Boehm, his wife, Complainants, and the said William A. Boehm, Jr. and Josephine Boehm, his wife (referred to in said decree as William Boehm and Josefin Boehm, his wife), Defendants, it was proveded:

AND WHEREAS, The said William A. Boehm, Jr. and Josephine Boehm, his wife, are about to appeal from the said Decree to the Court of Appeals of Maryland:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That if the above bound William A. Boehm, Jr. and Josephine Boehm, his wife, shall not cause a transcript of the record and proceedings of the said Decree to be transmitted to the said Court of Appeals within the time required by law, and prosecute the said appeal with effect, and shall not also satisfy and pay unto the said William Boehm and Agnes Boehm, his wife, their Executors, Administrators or Assigns, in case the said Decree shall be affirmed, as well all damages and costs decreed by the said Circuit Court For Anne Arundel County as all damages and costs that may be awarded by the Court of Appeals, to be paid by the said William A. Boehm & Josephine Boehm, his wife, and shall not also indemnify the said William Boehm and Agnes Boehm, his wife from all loss and injury which the said William Boehm and Agnes Boehm, his wife may sustain by reason of this appeal and the staying of the operation of said Decree then this bond to be and remain in full force and virtue, otherwise of no effect.

Signed, sealed and delivered — William A. Boehm Jr. (SEAL)

in presence of — Josephine Boehm (SEAL)

Isidore Ginsberg (CORPORATE SEAL) National Surety Corporation

Witness as to surety — By Wm. M. Murphy Attorney-in-fact

H. Cookman Hudson

Filed March 17" 1943.

STIPULATION

It is stipulated between counsel for the Appellants and Appellees that the opinion of the Court was inserted over the objection of counsel for the Appellants who suggested that it was not properly a part of the record and would unduly increase its cost.

Ginsberg and Ginsberg

Solicitors For Appellants

Emanuel Klawans

Solicitors For Appellees.

Filed May 20th. 1943

STIPULATION

It is stipulated by and between the solicitors representing the respective parties to this cause, that Plaintiffs' Exhibits With Testimony Nos. A, B. C. D, E. F, and G, and Defendants' Exhibits With Testimony Nos. 1, 2, and 3, shall be deemed included in the Record of the case in the Court of Appeals of Maryland, and shall be brought before said Court of Appeals by production there of the original exhibits, if this method is satisfactory to the Court of Appeals, and if not satisfactory to said Court said exhibits shall be produced and placed in the Record and made part of the Record in such other manner as the Court of Appeals may direct.

It is further stipulated that the account book No. 1467 of Federal-Monument Building & Savings Association with William Boehm was used in evidence, and was included among the exhibits with testimony, and shall be deemed an exhibit with the evidence and included in the Record of the case, and shall be produced in the Court of Appeals and made part of the Record, in the same manner as the other exhibits referred to in the preceeding paragraph.

GINSBERG & GINSBERG

per Isidore Ginsberg

Solicitors for the defendants below

Emanuel Klawans

Marvin I. Anderson

Solicitors for the plaintiffs below

Filed May 28th. 1943.

Order of Satisfaction

Mr. Clerk:

All costs in both the Appellate and Lower Courts having been paid by the Defendants who likewise executed a deed in accordance with the decree of Court, please enter this case agreed, settled and satisfied.

Marvin I. Anderson

Plaintiff Attorney.

Filed Dec. 2th. 1943.

Filed Dec. 2th. 1943.

MANDATE

COURT OF APPEALS OF MARYLAND

No. 19, October Term 1943

William Boehm, Jr. and Josephine Boehm, his wife

vs.

William Boehm, Sr. and Agnes Boehm, his wife

Appeal from the Circuit Court for Anne Arundel County

Filed: May 28, 1943

Nov. 4, 1943, Decree affirmed with costs.

Opinion filed. Op. Bailey, J.

Dec. 4, 1943, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland,

Record	$180.00	
Brief	65.00	
Appearance Fee	10.00	
Clerk's Costs	2.45	
		$257.45

Appellee's Cost in the Court of Appeals of Maryland,

Brief ----------	$ 26.40		
Appearance Fee ------	10.00		
Clerk's Costs ------	.75	$ 37.15	$294.60

STATE OF MARYLAND, Set:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this fourth day of December A.D. 1943

(COURT OF APPEALS SEAL) Maurice Ogle,

Clerk of the Court of Appeals of Maryland.

William Boehm, Jr. et ux

vs.

William Boehm, Sr. et ux

In the COURT OF APPEALS of Maryland

October Term, 1943

No. 19

THE APPEAL in this case, standing ready for hearing, was argued by counsel for the respective parties, and the proceedings have since been considered by the Court.

It is thereupon, this 3rd day of December, 1943, by the COURT OF APPEALS OF MARYLAND, and by the authority thereof, adjudged, ordered and decreed that the decree of the Circuit Court for Anne Arundel County, dated the 3rd day of March, 1943, be and the same is hereby affirmed with costs.

Filed: Dec. 4, 1943

D. Lindley Sloan

Chief Judge for the Court.

Filed Dec. 6th. 1943.

In the Matter of the Sale of the Mortgaged Real Estate of George P. Disney and Ida E. Disney, his wife.

No. 8842 Equity

In the Circuit Court for

Anne Arundel County.

MORTGAGE

THIS MORTGAGE, Made this 19th day of December in the year nineteen hundred and thirty by GEORGE P. DISNEY and IDA E. DISNEY, his wife of Anne Arundel County, in the State of Maryland, of the first part, and the Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part; witnesseth

WHEREAS, the parties of the first part have this day received by way of loan an advance from the said Savings Institution the sum of Five thousand dollars ($5000.00) for the payment whereof three years after date the parties of the first part have passed to said Savings Institution their promissory note of even date herewith, and for the payment of the quarterly interest on said principal sum reserved, the said parties of the first part have also passed to the said Savings Institution their twelve other promissory notes of even date herewith, each being for the sum of Seventy-five dollars ($75.00) and payable at intervals of three months each; and whereas the execution of these pres-

ents to secure the payment of the aforesaid notes was a condition precedent to said loan:

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property situate in the Fourth Election District of Anne Arundel County, Maryland, namely:-

1st. All that tract of land being a part of a tract called "The Trusty Friend" which is fully and particularly described in the deed thereof to George P. Disney, party of the first part, from John W. Clark, et al, dated February 8th, 1892, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 40, folio 463, containing 54 acres, 2 roods, 36 perches of land, more or less, exclusive of a roadway 1½ perches in width running along the last line of the description in the deed aforesaid, which road was conveyed by Juliet M. Clark to John S. Clark by deed of November 13th, 1884, exclusive also of the family grave yard and the right of egress and ingress thereto, and being the same land devised to Juliet M. Clark by the last Will and Testament of her father, Benjamin Clark, duly probated in the Orphans Court of Anne Arundel County.

2nd. All that tract of land fronting on the County Road leading from Severn Station, being the farm formerly owned and occupied by Mary E. Perkins, containing and laid out for 71½ acres of land, more or less, and being all the same property and estate which was conveyed to George Thomas Beasley by deed from Mary E. Perkins, dated April 22, 1899, recorded among the Land Records of said County in Liber G.W. No. 13, folio 131, and being the same property conveyed to Ida E. Disney, party of the first part, subject to the life estate of Rachel E. Beasley, since deceased, by deed from George Thomas Beasley and wife, dated May 13th, 1899, recorded among said Land Records in Liber G.W. No. 13, folio 243.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

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

(A.) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.

(B). To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed, on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

(C). To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D). To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors and assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of Five thousand dollars; and

to deliver to the mortgagee the fire insurance policy and all renewals thereof, and in the event of any loss by fire the Insurance Company or Companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage.

(E). To keep the improvements on the land hereby conveyed in good repair, permitting no waste and suffering none to be committed.

(F). _____

(G). And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(H). Leave is hereby given to the mortgagor to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon payment of at least one year's interest and the current interest note and in consideration of the privilege to make partial payments the mortgagor hereby agrees to pay the current interest up to the interest due date next following the date of such partial payment.

PROVIDED, that if the said parties of the first part their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Five thousand dollars ($5000.00) together with the quarterly interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either 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 Annapolis Savings Institution, its successors or assigns, or James M. Munroe, 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 a manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient by the mortgagee or its Attorney, and the sale may be for cash on ratification of sale or on such terms as the mortgagee or attorney making the sale may deem best, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first, to the payment of all expenses incident to such sale, including an appearance fee and a commission of six per cent on the proceeds of sale, and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Third, to the payment of all claims

of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors, their personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before the sale the mortgagors shall pay all costs and expenses and an appearance fee, and one-half the commissions as above provided, said commissions to be calculated on the amount of the mortgage debt and interest and to be not less than twenty-five dollars.

WITNESS, the hands and seals of the said mortgagors.

Test:- George P. Disney (SEAL)

M. Elizabeth Brown Ida E. Disney (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 19th day of December in the year nineteen hundred and thirty before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel county, aforesaid, personally appeared GEORGE P. DISNEYand IDA E. DISNEY, his wife, the within named mortgagors and they acknowledged the aforegoing mortgage to be their act, and, now at the same time, before me personally appeared, also, Samuel Brooke, the Cashier and Secretary of The Annapolis Savings Institution the within named mortgagee and made oath, in due form of law, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee and duly authorized to make this affidavit.

As witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary Elizabeth Brown

Recorded in F. S. R. No. 66, Fol. 61. Notary Public.

For value received, the Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, hereby assigns the aforegoing mortgage and the debt thereby secured, to George E. Rullman, Attorney, for purposes of foreclosure.

Witness the name of the said Annapolis Savings Institution by the signature of its President, attested by the signature of its Cashier and by affixing its corporate seal this 20th day of March, 1945,

ATTEST: (CORPORATE SEAL) Annapolis Savings Institution

Gilga G. Steele By B. Allein Welch

Cashier. President.

NOTE

$5000.00 Annapolis, Md., December 19 1930

Three years after date we promise to pay To The Annapolis Savings Institution, Five thousand and no/100 ---------- Dollars, at Annapolis Savings Institution, Annapolis, Md.

Value Received. Secured by Mortgage of even date.

Severn, Md. G. P. Disney

Ida E. Disney

Filed March 20th. 1945.

STATEMENT OF MORTGAGE DEBT.

Annapolis, Maryland, March 20, 1945

George P. Disney,

To Annapolis Savings Institution, Dr.

To balance due on mortgage loan	$ 2,173.13
To interest to day of sale	32.59
	$ 2,205.72

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20th day of March, 1945, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Gilga G. Steele, Cashier of the Annapolis Savings Institution, and made oath in due form of law that the above statement is correct.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Ruby W. Chaney

Notary Public.

Filed March 20" 1945.

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, State of 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 Six 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 twenty-third day of March, in the year of our Lord 1945

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from George P. Disney and Ida E. Disney, his wife, to Annapolis Savings Institution bearing date the nineteenth day of December, in the year of our Lord 1930 and recorded among the Land records of Anne Arundel County in Liber F.S.R. No. 66, Folio 61 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 in the Presence of (CORPORATE SEAL) George E. Rullman (SEAL)
Florence Lewis NATIONAL SURETY CORPORATION
As to Surety Rose M. Bausch By Wm. M. Murphy
Attorney-in-Fact.

Filed & Approved March 26th. 1945.

Assignee's Report of Sale.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Assignee of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from George P. Disney and Ida E. Disney, his wife, dated the 19th of December, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 66 folio 61, to make sale of the property therein described in case of default, and default having occurred thereunder the said George E. Rullman, Assignee of the said mortgage, which assignment has been duly recorded among the aforesaid Land Records, 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 Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, 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 secondly described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, April 17th, 1945, at eleven o'clock A.M. and then and there sold the said property to William C. Bussey at and for the sum of Nine Thousand Dollars ($9,000.00), he being then and there the highest bidder therefor, which property is as follows:

All that tract of land fronting on the County Road leading from Severn Station, in the Fourth Election District of Anne Arundel County, Maryland, being the farm formerly owned and occupied by Mary E. Perkins, containing and laid out for seventy-one and one-half (71½) acres of land, more or less, being the same property which was conveyed to Ida E. Disney, subject to the life estate of Rachel E. Beasley, since deceased, by George Thomas Beasley and wife, by deed dated May 13th, 1899, and recorded among the aforesaid Land Records in Liber G.W. No. 13 folio 243.

The above described tract of land is improved by a five room bungalow and outbuildings.

And the said Assignee further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the Purchaser's Agreement to comply with the terms of sale, which are as follows:

Terms of Sale: A deposit of $500.00 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 to be adjusted to the date of sale.

Respectfully submitted,
George E. Rullman Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this seventeenth day of April, 1945, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee, 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, Auctioneer's Certificate and Purchaser's Agreement.

George W. Scible, Auctioneer

ASSIGNEE'S SALE OF VALUABLE FARM PROPERTY located near Severn, Fourth Election District of Anne Arundel County, Maryland

By request of the owners, and by virtue of the power of sale contained in a mortgage from George P. Disney and Ida E. Disney, his wife, dated the 19th day of December, 1930, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 66, folio 61, the undersigned as the Assignee of said mortgage by short assignment recorded at the foot of said mortgage, to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on Tuesday, April 17, 1945 at 11:00 o'clock A.M.

The property secondly described in said mortgage, namely:

All that tract of land fronting on the county road leading from Severn Station, in the Fourth Election District of Anne Arundel County, Maryland, being the farm formerly owned and occupied by Mary E. Perkins, containing and laid out for seventy-one and one-half (71½) acres of land, more or less, being the same property which was conveyed to Ida E. Disney, subject to the life estate of Rachel E. Beasley, since deceased, by George Thomas Beasley and wife, by deed dated May 13th, 1899, and recorded among the aforesaid Land Records in Liber G.W. No. 13, folio 243.

The above described tract of land is improved by a five-room bungalow and outbuildings.

TERMS OF SALE: A deposit of $500.00 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 to be adjusted to the date of sale.

George E. Rullman, Assignee,

Lee Bldg., Annapolis, Md.

I hereby certify that I have this 17th day of April, 1945, sold the within described property to William O. Bussey at and for the sum of Nine Thousand Dollars ($9,000.00), he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Geo. W. Scible Auctioneer.

I hereby certify that I have this 17th day of April, 1945, purchased the within described property from George E. Rullman, Assignee, at and for the sum of Nine Thous-

and Dollars ($9,000.00) and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Witness: William C. Bussey (SEAL)

Ruby W. Chaney Purchaser.

Filed April 17" 1945.

ORDER NISI.

ORDERED, this 17th day of April, 1945, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of May, 1945, 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 the amount of sales to be Nine Thousand Dollars ($9,000.00).

John H. Hopkins, 3rd., Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Md., May 10, 1945.

We hereby certify, that the annexed Order Nisi- Sale -George P. Disney and his wife Ida E. Disney 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 21" 1945.

(FINAL ORDER).

ORDERED by the Court this 21st day of May, 1945, that the sale made and reported by the Assignee aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin C.J.

Filed May 21, 1945

Affidavit as to Military Service of George P. Disney, Surviving Mortgagor.

In compliance with the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and Soldiers and Sailors Civil Relief Act Art. 87A, Bagby's Annotated Code of Maryland, 1939 Ed.

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 the Annapolis Savings Institution, the plaintiff in the above entitled cause and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Code of Md., 1931 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named George P. Disney is 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 George P. Disney is not in the military service of the United States, that is to say said George P. Disney is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said George P. Disney is not on active duty with any of the branches aforesaid, nor is he under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a civilian and not subject to aforesaid.

George E. Rullman

Agent and Attorney. Affiant

SUBSCRIBED and sworn to before me this 16th day of April, 1945.

(NOTARIAL SEAL) Ruby W. Chaney

Notary Public.

Filed April 20th. 1945.

BOND (additional)

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, State of 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 Three 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 Eighteenth 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 George P. Disney and Ida E. Disney, his wife, to Annapolis Savings Institution bearing date the nineteenth day of December, in the year of our Lord 1930 and recorded among the Land records of Anne Arundel County in Liber F.S.R. No. 66, Folio 61 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 in the Presence of Florence Lewis As to Surety Rose M. Bausch

(CORPORATE SEAL)

George E. Rullman (SEAL)
NATIONAL SURETY CORPORATION
By Wm. M. Murphy
Attorney-in-fact

Filed & Approved April 20" 1945.

Petition to Audit balance of proceeds of sale to Ida E. Disney Estate, with Order of Court thereon.

To The Honorable, The Judges of Said Court:

George E. Rullman, Assignee of the mortgage filed in these proceedings, respectfully shows unto your Honors:

First. That the property described in the mortgage and sold under this foreclosure proceedings was held by Ida E. Disney, since deceased, in fee simple.

Second. That the estate of Ida E. Disney is now being administered in the Orphans' Court for Anne Arundel County, and letters of administration were granted to George P. Disney, Administrator on the 31st day of October, 1944, as evidenced by the certification of administration filed herewith.

Third. That after the mortgage debt and costs of foreclosure are paid and settled there will be a net balance which should be audited and paid to George P. Disney, Administrator of the Estate of Ida E. Disney, deceased.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises directing and authorizing the Court Auditor, in stating the Account in this case, after the payment of the mortgage debt and foreclosure expenses, to audit the balance remaining of--- the purchase price to George P. Disney, Administrator of the Estate of Ida E. Disney, deceased.

And, as in duty bound, etc.

George E. Rullman
Assignee

Filed June 11th. 1945

Upon the aforegoing Petition, it is this 11th day of June, 1945, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Court Auditor, in stating the Account in this case, be and she is hereby directed to audit the balance of the money realized on the sale, after the payment of the mortgage debt and foreclosure expenses, to George P. Disney, Administrator of the Estate of Ida E. Disney, deceased.

Ridgely P. Melvin C.J.

Filed June 11th. 1945.

THE STATE OF MARYLAND Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that Letters of Administration of all the goods, chattels, credits and personal Estate of Ida Elizabeth Disney deceased, was on the 31st day of October in the year of our Lord one thousand nine hundred and forty-four, granted and committed unto George P. Disney who was then and there appointed Ad-

ministrator of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 4th day of June in the year of our Lord nineteen hundred and forty-five.

TEST: (COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed June 11th. 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.

June 15, 1945.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of George P. Disney and Wife in ac. with George E. Rullman, Assignee

To Assignee for Commission, as provided in mortgage filed herein	$	$ 544.42
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor - stating this account	13.50	42.25
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	21.75	
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	
National Surety Co. - bond premium	24.00	
National Surety Co. - additional bond premium	12.00	
George W. Scible - auctioneer's fee	26.00	
Clerk of Court - recording assignment	.75	
Ruby W. Chaney - notary fees	1.50	
One-half Federal revenue stamps	4.95	
One-half State revenue stamps	4.50	110.95
To Assignee for Taxes, viz:		
1944 State & County taxes	88.94	
1945 State & County taxes ($79.60-adj)	24.18	113.12
To Annapolis Savings Institution - in full for mortgage claim filed		2,205.72
To George P. Disney, Admr. of Ida E. Disney, deceased - this balance as per Order of Court of 6/11/45		6,057.21
		$9,073.67

Cr. Apr. 17 1945	Proceeds of Sale	9,000.00	
	Interest on deferred payment	73.67	9,073.67

ORDER NISI

ORDERED, This 15th 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 16th 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 16th day of July next.

John H. Hopkins, 3rd., Clerk.

Filed June 15th. 1945

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

We hereby certify, that the annexed Order Nisi, Aud. Acct. George B. Disney 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 16th day of July, 1945. The first insertion being made the 21st day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed Nov. 27th. 1945.

Motion and Exceptions to Auditor 's Account.

Now, comes Henry Wilford Disney, son of Ida E. Disney, and one of her heirs and says:-

1. That Ida E. Disney died intestate on or about February 24, 1941 in Anne Arundel County, Maryland.

2. That the said Ida E. Disney left as her only heirs at law, George P. Disney, her husband, Rachel A. Clark, a daughter, and Fedelia Disney, a daughter, all now residing at 628 D Street, North-East, Washington, D. C.; Emory B. Disney, a son residing at Glenburnie, Anne Arundel County, Maryland, and your petitioner Henry Witford Disney, a son, residing at Severn, Anne Arundel County, Maryland.

3. That on December 19th, 1930, the said George P. Disney and Ida E. Disney executed the mortgage in this case for Five thousand ($5000.00) Dollars, covering two tracts of land in Anne Arundel County. The first tract was owned by George P. Disney and the second was owned by Ida E. Disney.

4. That letters of Administration were granted to the said George P. Disney by the Circuit Court for Anne Arundel County on October 31, 1944, and he filed a personal bond in the amount of Two hundred ($200.00) dollars, (later increased on petition of Henry Witford Disney), signed by Fedelia Disney. No inventory of personal property was returned, and the Real Estate was appraised at Three thousand ($3000.00) dollars, subject to the Mortgage in this case.

5. That on November 15, 1944, the said George P. Disney entered into a contract of sale with one William C. Bussey for a sale of the Real Estate in these proceedings mentioned, for the sum of Six ($6,000.00) dollars, but your petitioner refused to sign the contract, and offered to purchase the property himself for the same amount, and

submitted a deed to Noah A. Hillman, Attorney for said George P. Disney for execution. The said George P. Disney refused to execute the deed, but instead directed the Annapolis Savings Institution to foreclose there mortgage and at the sale the property of Ida E. Disney brought Nine thousand ($9,000.00) dollars; the property of George P. Disney having been sold to one Zepp for ___ dollars.

6. That the only claims in the Estate of Ida E. Disney is one by C. N. Robinson and Brothers for Seven hundred and eighty two dollars and fifty one ($782.51) cents and the others by A. Rice Son and Company, and your Petitioner has filed exceptions thereto and demanded full proof of said claims, said claims not being proved as required by law and the claim of Robinson and Brother, shows on its face that it is the account of George P. Disney, and at least a part of the indebtedness was incurred after the death of Ida E. Disney.

7. That without knowledge to your petitioner, the Court passed, on the petition of the Assignee an order in this case, dated June 11, 1945, directing the Auditor to audit the surplus proceeds to the said George P. Disney, Administrator of the Estate of Ida E. Disney, deceased, and the the account was prepared accordingly, but has not been ratified.

8. That your Petitioner shows that the Orphans Court is without jurisdiction in the premises, because the Equity of redemption was vested in the heirs.

9. That the Equity Court having assumed jurisdiction for one purpose, should retain jurisdiction for a complete settlement, and administration of the estate.

10. That the proceeds of the sale have already been subjected to costs and commissions and to subject them to further costs and commissions in the Orphans Court would be inequitable and illegal.

11. That the debt for which the property was sold was the debt of George P. Disney and Ida E. Disney, and the interest of George P. Disney should be applied accordingly, and not charged to the Estate of Ida E. Disney.

Wherefore:

1. Your Petitioner moves that the Order of this Court dated June 11. 1945 be stricken out.

2. Your Petitioner excepts to the Auditors account filed June 15, 1945 for the reasons heretofore stated and for other reasons to be stated at the hearing.

3. That this Honorable Court retain jurisdiction for a complete accounting between all the parties in interest.

4. That the Auditor be directed to allow your petitioner his interest in the equity of redemption as provided by Article 66, Section 13 of the Code, and that the surplus distributed as provided by Article 16, Sectio_ 22 of the Code.

5. And such other relief as he may be entitled.

Marvin I. Anderson
Attorney for Exceptant and Petitioner.

Harry Wilford Disney
Exceptant and Petitioner

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 5th day of July 45, before me, a Notary Public of

the State of Maryland, in and for the County aforesaid, personally appeared HENRY WILFORD DISNEY, 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 Seal Notarial.

(NOTARIAL SEAL)

John H. O'Lexey
Notary Public

Service of Copy of above.

Petition Admitted this 6th day of July, 1945.

Noah A. Hillman
Attorney for George P. Disney, Rachel A. Clark, Fedelia Disney, Emory P. Disney, and George P. Disney, Administrator of the Estate of Ida E. Disney.

Filed July 6" 1945.

ORDER, NOTICE TO CREDITORS, 8 November 1945

It is ORDERED, this 8th day of November, 1945, by the Circuit Court for Anne Arundel County, in Equity, that George E. Bullman, the Assignee in the above entitled case, give notice to all persons having claims against the estate of Ida E. Disney, deceased, to file their claims, properly authenticated, with the Clerk of this Court, on or before the 17th day of January, 1946, by causing a copy of this order to be published in some weekly newspaper in said Anne Arundel County, once a week for four successive weeks, before the 17th day of December, 1945.

James Clark Judge.

Filed Nov. 8" 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Jan. 4, 1946.

We hereby certify, that the annexed Notice to Creditors Ida E. Disney was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 17th day of January, 1946. The first insertion being made the 21st day of November, 1945.

THE CAPITAL-GAZETTE PRESS, INC.
By S. Greve

Filed Jany. 31st. 1946.

MEMORANDUM AND ORDER. 20 June 1946

After my Opinion and Order of November 8, 1945, were filed, Nathan A. Rice, trading as A. Rice' Son and Company, filed his petition herein alleging, among other things, that Mrs. Disney was, in her lifetime, indebted unto him in the amount of $525.00 with certain interest thereon on her single bill dated June 17, 1940, on which George P. Disney, her surviving husband, was a joint and several maker, and that the personal estate of which Mrs. Disney died possessed, was not sufficient to pay her debts, and praying that the surplus proceeds of sale in the hands of Mr. Rullman, as assignee, be applied to the payment of his claim, and the claims of such other creditors as might come in, etc.

It is conceded that Mrs. Disney died intestate, and that she left George P. Disney,

her surviving husband, and four children, namely, Rachel A. Clark, Fedelia Disney, Emory B. Disney and Henry Wilford Disney, as her heirs-at-law. All the parties are represented by counsel. The notice to creditors provided for in my Order of November 8, 1945, has been published. It was also conceded that Mrs. Disney left no personal estate.

C. N. Robinson & Bro. also filed its claim herein, based on a single bill, dated October 2, 1933, signed by both Mr. and Mrs. Disney, as joint and several makers. It was alleged that Mr. Disney, the surviving husband, was the real debtor on these claims, and that Mrs. Disney's name only appeared on the notes for his accommodation. After hearing the testimony, I am satisfied that that is correct. Mrs. Disney's estate may, as to the creditors, be held liable for the payment of these claims, but if I allow them thereout, her estate would be entitled to reimbursement from George P. Disney. In order to avoid circuity of action, I shall direct the auditor to allow both of these claims out of Mr. Disney's share in the surplus. This will put the parties exactly where they are entitled to be.

I find that the amount due on the Rice claim is $525.00 with interest thereon from August 25, 1944. The Robinson claim was originally for $182.01 on a note dated October 2, 1933. $50.00 was paid on account of this on August 1, 1934, and a second $50.00 September 5, 1934. The balance due on this claim is, accordingly, $91.95 with interest from September 5, 1934, as shown on the statement thereto attached.

I will refer the case to the auditor with directions to state a second and final account in accordance with the ideas herein expressed.

20 June 1946 James Clark Judge.

The matter of the claims filed herein, coming on for hearing, and being submitted, testimony was taken in open Court, counsel were heard and the proceedings read and considered.

IT IS THEREUPON this 20th day of June, 1946, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED AND ORDERED that the papers in this case be, and the same are hereby, referred to the auditor for the statement of a second and final account, in accordance with the following directions, that is to say:

(1) She shall charge the assignee with the $6,057.21 shown by the first account as remaining in his hands, as well as with such other and further sums, as may have since come into his hands.

(2) She shall then allow him credit for, (a) any costs and expenses which have accrued herein since said first account, (b) any expenses to which the assignee has since then been subjected, and (c) the reasonable costs and expenses incurred by George P. Disney in his administration on the said Ida E. Disney's estate in the Orphans' Court of Anne Arundel County.

(3) She shall then strike a balance and divide said balance into three equal parts and allocate one thereof to the said George P. Disney, said Ida E. Disney's surviving husband. Out of this part so allocated to the said George P. Disney, she shall then allow, (a) the claim of Nathan A. Rice, trading as A. Rice' Son and Company, in the amount of $525.00 with interest thereon from the 25th day of August, 1944, and (b) the claim of C. N. Robinson & Bro. in the amount of $91.95 with interest thereon from September 5,

1934, and then audit whatever remains of said one-third to the said George P. Disney, as surviving husband as aforesaid.
(4) She shall then divide the remaining two of said equal third parts of said original balance amongst the four children of the said Ida E. Disney, namely, Rachel A. Clark, Fedelia Disney, Emory B. Disney and Henry Wilford Disney, and audit the same to them.

James Clark Judge

Filed June 20" 1946

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

In accordance with the Order of this Court dated June 20, 1946.

August 23, 1946.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. In the Matter of the Sale of the Mortgaged Real Estate of George P. Disney, and Wife in ac. with George E. Rullman, Assignee.

To Assignee for Court costs, viz:	$	$
Clerk of Court - additional costs	7.50	
Jos. H. Griscom - Sheriff's costs	.95	
Auditor - stating this account	18.00	26.45
To Assignee for Expenses, viz:		
Capital-Gazette Press - notice to creditors	5.00	
Capital-Gazette Press - order nisi, this acct.	5.00	
National Surety Co. - renewal bond premium	24.00	
National Surety Co. - renewal bond premium	12.00	46.00
To Assignee for Expenses Incurred by George P. Disney in Orphans Court, viz:		
Capital-Gazette Press - notice to creditors	5.00	
U.S. Fidelity & Guaranty Co. -bond premium	35.00	
U. S.Fidelity & Guaranty Co. -renewal premium	35.00	
Register of Wills - costs	16.10	
Wm. J. Tickner & Sons - funeral expenses	215.25	
Annapolis Savings Institution - interest on mortgage due 2/28/45	32.59	338.94
Balance for distribution -	$5,645.82	
Distributed as follows in accordance with Order of Court of June 20, 1946, viz:		
To George P. Disney, Surviving husband of Ida E. Disney -one-third	$1,881.94	
Less 1% direct inheritance tax	18.82	
	1,863.12	
From this balance the following claims are allowed:		
To Nathan A. Rice, (1) trading as A.Rice' Son & Co. -	525.00	
Interest from 8/25/44 to 8/25/46	63.00	588.00

To C. N. Robinson & Bro. - (2)	$ 91.95	$	$
Interest from 9/5/34 to 9/5/46	66.20	158.15	
To George P. Disney - this balance		1,116.97	
To Rachel A. Clark, Daughter -			
one-sixth	$ 940.97		
Less 1% direct inheritance tax	9.41	931.56	
To Fedelia Disney, daughter -			
one-sixth	$ 940.97		
Less 1% direct inheritance tax	9.41	931.56	
To Emory B. Disney, son one-sixth	$ 940.97		
Less 1% direct inheritance tax	9.41	931.56	
To Henry Wilford Disney, son-			
one-sixth	$ 940.97		
Less 1% direct inheritance tax	9.41	931.56	
R. Glenn Prout, Register of Wills- 1%			
direct inheritance tax on $5,645.82	56.46	5,645.82	
		6,057.21	
Cr. June 20 1946 Balance in hands of Assignee,			
as shown by First Account of the			
Auditor filed June 15, 1945			$6,057.21

ORDER NISI.

ORDERED, This 26" day of August, 1946, 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 26" 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 26" day of September next.

John H. Hopkins, 3rd., —

Filed Aug. 26" 1946.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1946.

We hereby certify, that the annexed Order Nisi - Equity 8842 George P. Disney 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 26th day of September, 1946. The first insertion being made the 29th day of August, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie F. French

Filed Oct. 3" 1946.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4" day of October, 1946, 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.

William J. McWilliams

Filed October 4th. 1946.

In the Matter of the Petition of Evelyn :	No. 8875 Equity
Reese and Ralph E. Reese, her husband, :	In the Circuit Court for
for the Adoption of a Baby Girl and :	Anne Arundel County.
Change of Name :	

PETITION FOR ADOPTION AND CHANGE OF NAME

To the Honorable, the Judges of said Court:

The Petition of Evelyn Reese and Ralph E. Reese, her husband, respectfully shows unto your Honors:

1. That they are residents and citizens of Anne Arundel County, State of Maryland, and reside at Fairfax Road RFD #1 near Annapolis, Maryland.

2. That they obtained the custody of a baby girl known to them as Gloria Jean Russell on Wednesday, June 6th, 1945 from the mother, Lola May Russell, said infant being the illegitimate child of Lola May Russell, born out of wedlock whereabouts of father unknown.

3. That the said infant was born May 27, 1945 and consent to the separation from the mother was duly granted.

4. That your Petitioners, Evelyn Reese and Ralph E. Reese, her husband, have no children of their own and are anxious and willing to adopt said infant and rear her as their child; that your Petitioner, Ralph E. Reese, is employed at the Consolidated Gas Electric Light & Power Company as electric station operator for the past fifteen years and is financially able to care for said infant.

5. That your Petitioners file herewith, as a part hereof, the assent of the mother to the adoption (the child being illegitimate), marked "Exhibit No. 1", and certificate of character marked "Exhibit No. 2".

TO THE END, THEREFORE,

1. That this Court may pass a decree declaring the said baby girl Gloria Jean Russell, the adopted child of the said Evelyn Reese and Ralph E. Reese, her husband, and that she be named Gloria Jean Reese.

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.

Marvin I. Anderson
Solicitor for Petitioners

Evelyn Reese
Ralph E. Reese Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I hereby certify that on this 11th day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Evelyn Reese and Ralph E. Reese, her husband, 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) Virginia Russell

Notary Public.

Filed June 13" 1945.

EXHIBIT No."1"

ASSENT OF MOTHER

I, Lola May Russell, mother of a Baby Girl, infant, hereby assent to the adoption of the said Baby Girl, infant, by Ralph E. Reese and Evelyn Reese, his wife, and hereby assent to this application to have the said infant declared the legally adopted child of said Ralph E. Reese and Evelyn Reese, the petitioners herein.

Miss Lola Mae Russell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 8th day of June 1945, before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Lola May Russell mother of a 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 seal Notarial.

(NOTARIAL SEAL) Virginia Russell

My Commission expires: 5/7/47 Notary Public

Filed June 13" 1945.

EXHIBIT No. "2".

We, the undersigned, have known Ralph E. Reese and Evelyn Reese, his wife, for 2 yrs. 10 yrs. and believe them to be of good character and fit persons to adopt the infant girl now in their custody.

Name Mrs. Claude J. Marston 2 yrs.

Address Fairfax Rd. Annapolis, Md.

Name Leland I McKnight

Address P O Box 534 Annapolis Md.

Filed June 13" 1945.

DECREE. 14 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 welfare of the baby girl, subject to these proceedings, will be thereby promoted,

It is thereupon this 14th 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 Evelyn Reese and Ralph E. Reese, 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 said infant be and

the same is hereby designated to be Gloria Jean Reese.

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 14" 1945.

In the Matter of the Trust Estate of Virginia M. Kinzie, deceased, Benjamin Michaelson and Albert C. Kinzie, Trustees, Plaintiffs, Vs. Robert W. Kinzie, a minor and Jane Frances Kinzie, Defendants	No. 8879 Equity IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

PETITION

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson and Albert C. Kinzie, Trustees, and plaintiffs in the above cause, respectfully represents:

1. That Virginia M. Kinzie, the deceased wife of Albert C. Kinzie, one of the petitioners in this cause, died testate on January 3, 1939, and by her Last Will and Testament, duly admitted to probate in the Orphans Court for Anne Arundel County, a certified copy of which was filed in Equity No. 8587 in this Court, and which is refiled herewith, as a part hereof, marked Plaintiff's Exhibit No. 1, she devised her real estate to the said Albert C. Kinzie in trust, to be used during his lifetime, as will appear by reference to said Last Will and Testament.

2. That, at the time of the death of the said Virginia M. Kinzie, said real estate consisted of a parcel of land of 1½ acres, more or less, improved by a frame dwelling and some outbuildings, situated at Galesville in the First Election District of Anne Arundel County, and being the same property which was devised to the said Virginia M. Kinzie by her Last Will and Testament, duly recorded among the Testamentary Records of Anne Arundel County in Liber C.B. D. No. 4, folio 371.

3. That by the terms of the Last Will and Testament of the late Virginia M.Kinzie said testatrix devised the aforesaid real estate to the said Albert C. Kinzie, one of the petitioners, to be held in trust and used for his benefit during his lifetime, and upon his death to be sold, and the proceeds of such sale to be held in trust for the minor grandchildren of the testatrix and the said Albert C. Kinzie, namely, Jane Frances Kinzie, now 21 years of age, and Robert W. Kinzie, age 11, both of whom are children of a deceased son, Robert W. Kinzie, who was married twice during his lifetime, and had one child, Jane Frances Kinzie, by his first wife, Margaret K. Hudnall, from whom he was divorced, and the other child, Robert W. Kinzie, by his second wife, Pauline Windsor; and the proceeds of such sale were to be held in trust for said grandchildren and to be paid to them when they reach the age of 21 years.

4. That by virtue of the proceedings in this Court in No. 8587 Equity, entitled "In the Matter of the Trust Estate of Virginia M. Kinzie, etc. vs. Robert W. Kinzie,

et al.", this Court signed a decree, dated June 27, 1944, authorizing the said Albert C. Kinzie to sell a part of the real estate mentioned in these proceedings, and further appointing the said Albert C. Kinzie and Benjamin Michaelson, Trustee, to take the place of the liquidated Guardian Trust Company of York, Pennsylvania, with full power and authority to exercise the same rights and perform the same duties as would be required of the liquidated Guardian Trust Company of York, Pa.; and the said Albert C. Kinzie and Benjamin Michaelson were appointed Trustees to bargain, sell, grant and convey .621 acres of land, a part of the aforesaid property, as by reference will appear.

5. That, by the terms of said Last Will and Testament of the said Virginia M. Kinzie, the said Albert C. Kinzie, one of the petitioners, was authorized as follows:

"Should my husband have an opportunity to sell the property to advantage, he shall be privileged to do so, and the proceeds of such sale to be placed in trust."

6. That the said Albert C. Kinzie has recently received an offer of $3500.00 for the remainder of the real estate of the late Virginia M. Kinzie, the same being now one acre of land, more or less, and improvements of a dwelling and outbuildings, and that the sale of this property at this time would be to the best interest of the beneficiaries of the trust herein mentioned, and a distinct advantage to them, in view of the fact that said property is badly in need of repairs and painting, and the income therefrom is inadequate to pay for maintenance, repairs, taxes, and insurance; and that this petitioner has accepted said offer, subject to the approval of this Court, and subject to final ratification of the sale, by this Court.

7. That the said Jane Frances Kinzie is now an adult, is a non-resident of the State of Maryland, living in Jacksonville, Florida, and the said Robert W. Kinzie is a non-resident minor, residing at Chambersburg, Pennsylvania.

8. That your petitioners desire that the order of publication to be issued in this cause be personally served on the said non-resident defendants.

To the end, therefore,

(1) That this Court take jurisdiction in the premises, and pass a decree, appointing your petitioners as trustees and authorizing them to make sale of the property mentioned in these proceedings, and further to convey said property by a good and merchantable title to the purchaser thereof.

(2) That the appointment of your petitioners as trustees in place of the liquidated Guardian Trust Company of York, Pa., as evidenced by the decree of this Court in Equity No. 8587 be reaffirmed by this Court.

(3) That the order of publication may be personally served upon the non-resident defendants as provided in Section 149 of Article 16 of the Code of Public Laws of Maryland.

(4) That a guardian ad-litem may be appointed for the minor defendant, Robert W. Kinzie.

(5) That your petitioners may have such other and further relief as their case may require.

May it please your Honor to grant unto the petitioners the order of publication to be personally served as provided in Article 16 Section 149 of the Code of Public Laws of Maryland, directed to the said Jane Frances Kinzie, and Robert W. Kinzie, non-residents,

commanding them to be and appear in this Court, at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Benjamin Michaelson
Albert C. Kinzie
Petitioners and Trustees.

Benjamin Michaelson
Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, that on this 15th day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Albert C. Kinzie, and they made oath in due form of law that the matters and things set forth in the foregoing petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

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

Filed June 15" 1945.

PLAINTIFF'S EXHIBIT "A".

I hereby will and bequeath my real estate located at Galesville, Md. to my husband Albert C. Kinzie to be held by him in trust and used for his benefit during his life-time and upon his death to be sold and the proceeds of such sale to be held in trust for my Grandchildren Jane Francis Kinzie and Robert W. Kinzie and to be paid to them when they reach the age of 21 years.

The Guardian Trust Co. of York, Pa. is hereby appointed Trustee and is to administer my estate for my Grandchildren upon the death of my husband.

Should my husband have an opportunity to sell the property to advantage he shall be privileged to do so and the proceeds of such sale to be placed in trust.

My husband is to be excused from giving bond to carry out the provisions of this Will.

Dated Balto. Md. Nov. 3rd, 1937.

Virginia M. Kinzie

Witness:
Anna M. Evans
Samuel F. Evans

If either of my Grand-children should die before the age of 21 years then the entire estate is to go to the survivor.

V. M. Kinzie

Anne Arundel County, Ss:

On the 7th day of March, 1939, came Albert C. Kinzie and made oath in due form of law that he does not know of any Will or Codicil of Virginia M. Kinzie late of said County deceased, other than the above instrument of writing, and that he received the same from the Testatrix and retained same until delivered to this Court. "All parties notified." Virginia M. Kinzie departed this life on the 3rd day of January, 1939.

Sworn to in open Court.

Test: R. Glenn Prout
Register of Wills for Anne Arundel County

Anne Arundel County Ss:

On the 7th day of March, 1939, came Anna M. Evans and Samuel F. Evans, subscribing witnesses to the aforegoing last Will and Testament of Virginia M. Kinzie late of said County deceased, and made oath in due form of law that they did see the Testatrix Virginia M. Kinzie 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 in open Court.

Test: R. Glenn Prout

Register of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Virginia M. Kinzie late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 7th day of March, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Virginia M. Kinzie, deceased.

Maynard Carr

Judges: Owain E. Owens

William B. Elliott, A.J.

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 Virginia M. Kinzie late of said County deceased together with proof and probate thereof taken from Wills Liber W.M.H. 1, folio 393, 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 18th day of October in the year of our Lord, nineteen hundred and forty-three.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed June 15" 1945.

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of a part of the real estate of the late Virginia M. Kinzie, and to have trustees appointed to sell said property and convey the same to the purchaser.

The petition states in substance that Virginia M. Kinzie died testate January 3, 1939, and by her Last Will and Testament, duly admitted to probate in the Orphans Court for Anne Arundel County, she devised her real estate in trust to her husband, Albert C. Kinzie, to be used for his benefit during his lifetime, and further that he shall be privileged to sell the real estate if it could be sold to advantage, and the proceeds

placed in trust for the grandchildren, namely, Jane Frances Kinzie and Robert W.Kinzie; that part of said real estate (.621 acres) was sold under a decree of the Circuit Court for Anne Arundel County, passed in Equity No. 8587; that the said Albert C. Kinzie had received an offer of $3500 for the remainder of the real estate, consisting of one acre of land, more or less, improved by a frame dwelling and outbuildings, and that said offer had been accepted subject to approval and ratification by the said Court.

The petition further recites that Jane Frances Kinzie is now an adult, and Robert W. Kinzie is a minor and that both are non-residents of the State of Maryland, the former being in Jacksonville, Florida, and the latter in Chambersburg, Pennsylvania; and that Benjamin Michaelson and Albert C. Kinzie had been appointed trustees in place of the liquidated Guardian Trust Company of York, Pa.; and that said non-residents should be served personally with this order of publication.

It is thereupon ordered by the Circuit Court for Anne Arundel County in Equity this 15" day of June, 1945, that the plaintiffs by having a copy of this order of publication personally served on or before the 23" day of July, 1945, on the said non-resident defendants, with an affidavit thereof, made before a Notary Public and certified by the person making such personal service, and stating the time and place of service, give notice to said non-resident defendants of the object and substance of the petition, warning them to be and appear in this Court in person or by solicitor on or before the 7" day of August, 1945, to show cause, if any they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd., Clerk.

Filed June 15" 1945.

Certificate of Service on Robert W. Kinzie

I, J. Glenn Benedict, Esquire, hereby certify that I have this 23rd day of June, 1945, personally served a copy of the order of publication issued in the above cause on Robert W. Kinzie, residing at No. 558 Montgomery Avenue, Chambersburg, Pennsylvania, at my office, Chambersburg, Pa., at 11:00 o'clock A.M.

J. Glenn Benedict

Affiant

STATE OF PENNSYLVANIA, FRANKLIN COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of June, 1945, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared J. Glenn Benedict, and he made oath in due form of law that the matters and things set forth in the foregoing Certificate of Service are true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Daisy E. Mower

My com. expires March 6, 1947. Notary Public

Filed June 26" 1945.

Certificate of Service on Jane Frances Kinzie

I, Charles E. Flynn, hereby certify that I have this 6th day of July, 1945, personally served a copy of the order of publication issued in the above cause on Jane Frances Kinzie, residing at No. 3852 Ortega Boulevard, Jacksonville, Florida, at 201 Florida Theatre Building, Jacksonville, Florida at 4 o'clock P.M.

Charles E. Flynn

Affiant

STATE OF FLORIDA, DUVAL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of July 1945, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Charles E. Flynn and he made oath in due form of law that the matters and things set forth in the foregoing Certificate of Service are true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Thelma G. McManus

Notary Public, State of Florida at Large

My commission expires February 6,1948.

Filed July 11th. 1945.

Answer of Jane F. Kinzie.

To the Honorable, the Judges of said Court:

The answer of Jane Frances Kinzie to the petition against her in this Court exhibited. This defendant, answering says:

1. That she admits all of the allegations in the petition filed in this cause and she consents to the appointment of trustees and to the passing of a decree for the sale of the property mentioned in these proceedings.

Jane Frances Kinzie

Filed July 11th. 1945.

Petition 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 Plaintiffs, respectfully represent:

1. That one of the defendants in this cause, namely, Robert W. Kinzie, is a minor, and cannot legally answer in the premises.

2. That your petitioner desires to have this Court appoint a guardian ad litem to represent him as his interest may appear.

Wherefore your petitioner prays this Court to appoint a guardian ad litem for the said minor defendant, in this cause, namely, Robert W. Kinzie.

And as id duty bound, etc.

Benjamin Michaelson

Solicitor for Plaintiffs

Filed July 11th, 1945

ORDER OF COURT

UPON the foregoing petition it is hereby ordered this 12th day of July, 1945, by

the Circuit Court for Anne Arundel County in equity, that Emanuel Klawans, be, and he is hereby appointed Guardian Ad Litem for the said minor defendant, Robert W. Kinzie, to represent his interests in this cause.

James Clark Judge.

Filed July 12" 1945.

Answer of guardian ad litem for Robert W. Kinzie.

To The Honorable, The Judges of said Court:

The answer of Emanuel Klawans as guardian ad litem for Robert W. Kinzie, to the bill of complaint in the above titled case, respectfully shows:-

1. That being a minor he can neither admit nor deny the allegations made in the bill of complaint, and he submits his rights to the decision of the Court.

And as in duty bound, etc.

Emanuel Klawans

Guardian Ad Litem

Filed July 14" 1945.

I admit that a copy of the within answer was served upon me this 13th day of July, 1945.

Benjamin Michaelson

Solicitor for the plaintiffs

Filed July 14" 1945.

Petition to take testimony and Order of Court thereon.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, Solicitor for the Plaintiffs, in this cause, respectfully represents:

1. That your petitioner desires to take the testimony of one of the plaintiffs, namely, Albert C. Kinzie, but in view of the fact that he is a resident of the City of York, State of Pennsylvania, he cannot come to Annapolis to have his testimony taken in the usual manner.

2. That, under the circumstances, your petitioner desires to have the said plaintiff, Albert C. Kinzie, give his testimony by means of interrogatories to be presented to him, before John A. Stover, a Notary Public of the State of Pennsylvania, County of York, on the 25th day of July 1945, at ten o'clock A.M. at 40 East King Street, York, Pennsylvania,

3. That, after said interrogatories have been answered by the said plaintiff, Albert C. Kinzie, the said John A. Stover, Notary Public as aforesaid, be required to return said interrogatories to the Clerk of this Court, to be filed in this cause as a part hereof.

Wherefore your petitioner prays this Court to pass an order authorizing the said plaintiff, Albert C. Kinzie, to give his testimony as aforesaid, and directing that the interrogatories be returned to the Clerk of this Court to be filed in this cause.

And as in duty bound, etc.

Benjamin Michaelson

Solicitor for Plaintiffs.

Filed July 14" 1945.

ORDER OF COURT

UPON the foregoing petition, it is hereby ordered this 16th day of July, 1945, by the Circuit Court for Anne Arundel County, that Albert C. Kinzie, Plaintiff in the foregoing cause be, and he is hereby authorized and directed to take his testimony, by means of interrogatories, before John A. Stover, a Notary Public of the County of York, State of Pennsylvania, residing at 40 East King Street, York, Pennsylvania on the 25th day of July, 1945, at 10 o'clock A.M.; and it is further ordered that said testimony be returned to the Clerk of this Court within a reasonable time after it has been transcribed, by the said John A. Stover, Notary Public.

James Clark Judge.

Filed July 16th. 1945.

Testimony and Exhibits on behalf of the Plaintiffs.

In the Matter of the Trust Estate of Virginia M. Kinzie, deceased, Benjamin Michaelson and Albert C. Kinzie, Trustees Plaintiffs

No. 8879 Equity
In The
Circuit Court for
Anne Arundel County.

Testimony on behalf of Plaintiffs.

PRESENT:

Mr. Benjamin Michaelson, Solicitor for Plaintiffs.

Mr. Marvin I. Anderson, Examiner.

Katharine H. McCutchan, Stenographer.

WITNESSES:

Testimony of Plaintiff, Albert C. Kinzie, taken before a Notary Public, filed herewith.

Thomas K. Harrison -------- pages 1 & 2

Royal H. Wigley ---------- pages 3 & 4

Benjamin Michaelson -------- pages 5

Arthur Lee Hardesty -------- pages 6

INTERROGATORIES

State of Pennsylvania, County of York, to Wit:

I, John A. Stover, a Notary Public of the State of Pennsylvania, in and for the County of York, do hereby certify that Albert C. Kinzie, one of the plaintiffs in this cause, did appear before me on the 25th day of July, 1945, at 10 o'clock A. M. at 40 East King Street, York, Pennsylvania, and after being duly sworn by me, he did reply to the following interrogatories, as hereinafter transcribed:

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

A. Albert C. Kinzie, 515 Ogontz St. York, Pa. I am retired.

2. Q. What was the name of your first wife?

A. Her name was Virginia M. Kinzie

3. Q. State when Mrs. Kinzie died, and also whether she died testate or intestate?

A. Mrs. Kinzie died on January 3rd. 1939 and she left a Last Will and Testament which was probated in Orphans Court for Anne Arundel County, Maryland, on March 7th, 1939

4 Q. Have you a copy of this Will?

A. Yes, I have but a certified copy has been filed in this case in the Circuit Court for Anne Arundel County.

5. Q. Are you familiar with the terms of her Last Will and Testament?

A. Yes, I know that by her Will, Mrs. Kinzie devised her real estate to me in trust to be used for my benefit during my lifetime, and that upon my death the real estate was to be sold and the proceeds held in trust for the grandchildren; Jane Frances Kinzie and Robert W. Kinzie, to be paid to them when they reach the age of 21 years. But the Will also provided that if I have an opportunity to sell the property to advantage, I shall be privileged to do so provided that the proceeds of such sale be placed in trust.

6. Q. What does the real estate consist of and where is it situated?

A. At the time of Mrs. Kinzie's death, the real estate consisted of a dwelling and outbuildings, and about 1½ acre of land.

But in 1943, I had the Will of Mrs. Kinzie construed by the Circuit Court for Anne Arundel County, to detrmine whether I had the right to sell the property to advantage, and the Court authorized the sale in 1944, of .621 acre of the property for $900. leaving about 1 acre and improvements.

7. Q. Who were appointed trustees in place of the liquidated Guardian Trust Company?

A. Benjamin Michaelson, an attorney in Annapolis, and I were appointed to act in place of the Guardian Trust Company, and we hwve been acting as such

8. Q. From whom did Mrs. Kinzie get the property owned by her at the time of her death?

A. From her aunt, Carrie Ruth Weedon, who died in October, 1928.

9. Q. Have you received an offer for the remainder of this property, containing 1 acre of land, more or less, and improvements?

A. Yes, I have an offer of $3500. for the property, made by Arthur Lee Hardesty, and I have accepted it subject to approval and ratification by the Court. He has made a deposit of $500. on account, and will pay the balance in cash if the Court authorizes the sale.

10. Q. Do you think that it would be to the best interest of the grand-children to sell this property?

A. Yes, My granddaughter Jane Frances Kinzie, is now past 21 years of age, and she has consented to the sale, and she really needs the proceeds.

The property is in poor condition; it needs painting and repairs, and there is not sufficient income to keep the property up.

The price offered is a good price, and I think that it is a real opportunity to sell it to advantage.

11. Q. Who are the grandchildren?

A. They are Jane Frances Kinzie, and Robert W. Kinzie, they are the children of my deceased son, Robert W. Kinzie. He was married twice, the first time to Margaret K. Hudnall, mother of Jane, and after he divorced his first wife, he married Pauline Windsor, mother of Robert W. Kinzie, now eleven years old.

12. Q. Where do these children reside?

A. Jane Frances Kinzie lives in Jacksonville, Florida, and Robert W. Kinzie lives in Chambersburg, Pennsylvania.

13. Q. Are you satisfied to have the Court appoint a trustee or trustees, to sell the property to advantage, as provided in the Will of Mrs. Kinzie?

A. Yes, I would like to have the Court appoint the same trustees who were appointed in the other case to execute a deed or any other papers to convey the property

14. Q. Who were the trustees?

A. Benjamin Michaelson and I.

General Question:

Q. Is there any other matter or thing pertaining to the subject matter of this suit, or to the parties heretc, about which you wish to testify or make a statement?

A. No.

Albert C. Kinzie

SUBSCRIBED and sworn tc befcre me, a Notary Public, this 25th day cf July 1945.

(NCTARIAL SEAL) John A. Stover

My Commission Expires February 21st. 1947. Nctary Public.

THCMAS K. HARRISCN, a witness of lawful age, being first duly sworn, depcses and says:-

(Michaelson)

1. State your name, residence and occupation.

A. Thomas K. Harrison, 15 School St., Annapolis, Md., Real Estate.

2. How long have you been engaged in the real estate business?

A. About twenty-five years.

3. Hcw long in this section?

A. Abcut twenty years.

4. Have ycu bought and sold property in Anne Arundel County since you have been in this business?

A. Yes, I have.

5. You are familiar with property values in Anne Arundel County?

A. Yes, I am.

6. Did you have occasicn tc examine the property which is a part of the estate cf the late Virginia M. Kinzie in Galesville in the First Election District of Anne Arundel County?

A. I did.

7. Will ycu tell the Ccurt the size of the lot and improvements which are the subject of these proceedings?

A. The lct is .73 acres accrding to a survey made by Edward Hall, Jr., Surveyor in August 1945 and it fronts 114.2 feet on the State Road and has an approximate depth of 271 feet.

8. What improvements are on the property?

A. It consists of a two story frame dwelling and small adjacent dwelling and out-buildings.

9. What is the condition of the property?

A. The property needs repairing both inside and outside and painting.

10. Do you think it would be tc the best interest of the parties interested in this property tc have it scld at this time.

A. Yes. The real estate market at present is a gocd market and it would be advisable tc sell at this time.

11. What in your opinion is a fair market value?

A. $3500.

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

A. No.

Thomas K. Harrison

Royal H. Wigley, a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson)

1. State your name and residence.

A. Royal H. Wigley, 15 School St., Annapolis, Maryland.

2. You own property in Anne Arundel County?

A. Yes. I own some property in the City of Annapolis, an office building, and property in the Third Election District of Anne Arundel County.

3. Have you also bought and sold property over a period of years?

A. Yes.

4. Over what period?

A. About twenty years.

5. You are also connected with the Enterprise Federal Savings and Loan Association of Annapolis, Md.?

A. Yes. I am Secretary of the Enterprise Federal Savings and Loan Association and also a member of the Board of Directors.

6. As a member of this Board, have you made a number of appraisals?

A. Yes. I have.

7. And you are, therefore, familiar with property values in various parts of Anne Arundel County.

A. Yes. I am.

8. Did you have occasion to examine a lot of ground which belongs to the estate of Virginia M. Kinzie?

A. I examined the property with Mr. Harrison.

9. Will you tell the Court the size of the lot, its location and what improvements are on it?

A. The lot is in Galesville in the First Election District of Anne Arundel County and is three quarters of an acre approximately.

It fronts on the main road at Galesville 114.2 feet and has a depth of 271 feet. The property also has a two story dwelling and a small annex or extra room and out-buildings.

10. What in your opinion would be a fair market value of this property?

A. $3500.

11. Do you think it would be to the best interests of the parties interested to sell this property at this time, particularly as far as the minor is concerned?

A. Yes. I so.

12. The condition of the property is such that it could not be divided in kind among the parties in interest without impairing the value of the property?

A. It could not.

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

A. No.

Royal H. Wigley

Benjamin Michaelson, a witness of lawful age, being first duly sworn, deposes and says:-

Statement by Mr. Michaelson, Solicitor for Plaintiffs.

I wrote to Mr. Albert C. Kinzie, one of the plaintiffs, who is a resident of York, Pennsylvania, pursuant to an order of the Circuit Court for Anne Arundel County, authorizing the interrogatories to be sent. These interrogatories were forwarded by me to Mr. John A. Stover, a Notary Public of the State of Pennsylvania, for the County of York, and Mr. Kinzie was present at Mr. Stover's office on July 25, 1945, and he answered the interrogatories and they have been returned to this Court and filed on July 26, 1945 (same attached herewith as a part of the testimony in this case).

In connection with the testimony of Mr. Kinzie, he made reference to the Last Will and Testament of his deceased wife, Virginia M. Kinzie.

I now offer a certified copy of said Last Will and Testament of the said Virginia M. Kinzie as Examiners Exhibit " A".

In Equity No. 8587 in the Circuit Court for Anne Arundel County, Albert C. Kinzie and Benjamin Michaelson were appointed trustees by the Circuit Court for Anne Arundel County on June 27, 1944, to sell a part of the property mentioned in these proceedings and they have been acting as trustees since then and have in their care and custody a part of the proceeds of the sale of that property which proceeds belong to the minor, Robert W. Kinzie, It is requested that the Court appoint the same trustees in this case to make sale of the property which is the subject of these proceedings.

To the general question umder the rule, the witness says:-

A. No.

Benjamin Michaelson

ARTHUR LEE HARDESTY, a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson)

1. State your name, residence and occupation.

A. Arthur Lee Hardesty, Galesville, Maryland, assistant to T. A. Hardesty and Sons, undertakers.

2. Have you made a contract of sale to purchase a piece of property which used to belong to Virginia M. Kinzie?

A. Yes.

3. Where is the property situated?

A. At Galesville in the First Election District of Anne Arundel County.

4. What does the property consist of?

A. My wife and I have agreed to purchase a house and lot and the lot is .73 acre according to a recent survey and has a frontage of 114.2 feet and a depth of 271 feet; it also has a two story frame dwelling with an annex and outbuildings.

5. What is the condition of the house?

A. The house needs a new roof, painting and repairing inside and outside.

6. What amount did you and your wife agree to pay for this property?

A. $3500.

7. And you wish to have the property conveyed to you and your wife, Ruth Hardesty, as Tenants by the Entireties?

A. Yes, I do.

8. And you are ready to pay the balance of the purchase money as soon as the Court authorizes the sale of this property?

A. Yes.

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

A. No.

Arthur Lee Hardesty

There being no other witnesses to be examined 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 this Court.

Witness my hand and seal this 24th day of August, 1945.

Marvin I. Anderson (SEAL)

Examiner.

Filed Aug. 24th 1945.

SUBMISSION FOR DECREE

To the Honorable, the Judges of said Court:

The Plaintiffs, by Benjamin Michaelson, their solicitor, respectfully submit the proceedings in this cause to this Court for a decree in the premises.

Respectfully submitted,

Benjamin Michaelson

Solicitor for Plaintiffs.

Emanuel Klawans

Guardian Ad Litem

Filed Sept. 6th. 1945

DECREE 6 Sept 1945

This cause standing ready for hearing, and having been submitted for a decree, the proceedings were read and fully considered by the Court.

It is thereupon this 6th day of September, 1945, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the plaintiff, Albert C. Kinzie, be and he is hereby authorized under the Last Will and Testament of the late Virginia M. Kinzie, to sell all that lot of ground containing .73 acres of land, more or less, and improvements, being a part of the property devised to him in trust, as set forth in these proceedings, unto the purchasers, Arthur Lee Hardesty and Ruth Hardesty, his wife, for the sum of Thirty-Five Hundred ($3500) Dollars, and it is hereby further adjudged, ordered and decreed that the appointment of Albert C. Kinzie and Benjamin Michaelson as Trustees to act in the place of the liquidated Guardian Trust Company of York, Pennsylvania, as decreed by this Court in Equity No. 8587 in this Court, be, and the same is hereby reaffirmed, and they are hereby appointed Trustees with full power and authority to exercise the same rights and perform the same duties as would be required of The Guardian Trust Company of York, Pennsylvania, had it not become liquidated; and it is hereby further adjudged, ordered and decreed by this Court that the said Albert C. Kinzie and Benjamin Michaelson, as Trustees, shall have the right

to bargain, sell, grant and convey unto the purchasers, Arthur Lee Hardesty and Ruth Hardesty, his wife, all of the right, title, interest and estate of the said Robert W. Kinzie, minor, and Jane Frances Kinzie, and of those claiming by, from or under them, or either of them, in and to all that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, contining .73 acres of land, more or less, and improvements, being the same property mentioned and described in these proceedings; provided, however, that before the said Albert C. Kinzie and Benjamin Michaelson, Trustees, shall proceed to sell said property to the aforesaid purchasers, they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by each of them and a surety to be approved by the Court, in the penalty of Thirty-Five Hundred ($3500) Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any further decree or order in the premises; they shall then proceed to make private sale of the aforesaid .73 acres of land, more or less, and improvements for the cash sum of Thirty-Five Hundred ($3500) Dollars, to the purchasers Arthur Lee Hardesty and Ruth Hardesty, his wife, and as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and upon the payment of the whole purchase money, the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchasers thereof, to them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and of those claiming by, from or under them or any of them; and the said trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

James Clark Judge.

Filed Sept. 6th. 1945

BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, Albert C. Kinzie 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 ($3500) 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 7th day of September, 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 6th day of September Nineteen Hundred and forty-five the said Trustees are authorized and empowered to make sale of the property described in said proceedings

And whereas the said 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 C. Kinzie 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: Benjamin Michaelson (SEAL)

Katharine H. McCutchan Albert C. Kinzie (SEAL)

(CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-Fact.

Filed & Approved Sept. 11th. 1945.

Report of Sale and affidavits and Order Nisi thereon.

This Report of Sale, made this 10th day of September, 1945, by Albert C. Kinzie and Benjamin Michaelson, Trustees, respectfully represents:

1. That pursuant to a decree of this Court, dated September 6, 1945, and passed in this cause, your petitioners filed their bond as said trustees, and it was duly approved by the Clerk of this Court.

2. That, in pursuance of this authority vested in them by the aforesaid decree, they sold, at private sale, the property consisting of 0.73 acres of land, more or less, situated at Galesville, Anne Arundel County, Maryland, for the sum of Thirty-Five Hundred ($3500) Dollars, to Arthur Lee Hardesty and Ruth Hardesty, his wife, and more particularly described as follows:

Beginning for the same at a pipe previously set at the Northeastern corner of the conveyance from Albert C. Kinzie and wife to Harry Smith Crandall by deed recorded in Liber J.H.H. No. 316, folio 3, etc., which point of beginning is on the Southwesternmost line of the conveyance from Carrie R. Weedon to Harry Bennings as recorded in W.N.W. No. 11, folio 149, etc., thence leaving said Crandall lot and with courses now and hereinafter referred to the datum of the said Crandall survey South 54 degrees 40 minutes East 55 feet to a fence post, a corner of the Well lot; thence running around said lot North 41 degrees 20 minutes East 10 feet, South 48 degrees 40 minutes East 13.4 feet, and South 30 degrees 05 minutes West 8.2 feet; thence leaving said Well Lot South 54 degrees 40 minutes East 49 feet more or less to a pipe set on the Northwest side of a corner fence post, which pipe is South 54 degrees 40 minutes East 119.8 feet from the beginning pipe of the lot herein described; thence leaving Bennings and with a line fence forming the Southeastern boundary of the conveyance from Louis S. Siegert to Carrie R. Weedon, dated January 14, 1901 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 20, folio 37, of which the lot herein described is a part, South 35 degrees 08 minutes West 271.2 feet to the center of a steel fence post on the Northeast side of Maryland Avenue, now the State Road; thence binding on the Northeast side of said road North 54 degrees 57 minutes West 114.2 feet to a pipe

previously set as the Southeast corner of the conveyance to Crandall hereinbefore referred to; thence leaving said State Road and with Crandall North 34 degrees 10 minutes East 271.85 feet to the beginning, according to a plat of a survey by Edward Hall, Jr., County Surveyor in August, 1945; being a part of the same property of which the said Virginia M. Kinzie, died, seized and possessed and which she devised to the said Albert C. Kinzie under her Last Will and Testament, duly recorded among the Testamentary Records of Anne Arundel County in Liber W.M.H. No. 1, folio 393.

3. That said purchasers have made a deposit of $500.00 on account of the purchase price, and they have agreed to pay the balance of the purchase price upon final ratification of this sale by the Court.

And as in duty bound, etc.

Respectfully submitted,

Benjamin Michaelson

Albert C. Kinzie

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th 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, one of the trustees, and duly acknowledged the aforegoing Report of Sale to be 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)

Katharine H.McCutchan

Notary Public

STATE OF PENNSYLVANIA, COUNTY OF YORK, TO WIT:

I HEREBY CERTIFY that on this 10th day of September, 1945, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Albert C. Kinzie, one of the Trustees, and duly acknowledged the aforegoing Report of Sale to be 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)

John A. Stover

Notary Public.

My Commission Expires February 21st. 1947.

Filed Sept 11th. 1945

ORDER NISI.

ORDERED, this 11th day of September, 1945, That the sale of the real estate mentioned in these proceedings made and reported by Benjamin Michaelson and Albert C. Kinzie, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th., 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 13th., day of October next.

The report states the amount of sales to be $3500.00

John H. Hopkins, 3rd., Clerk.

Certificate of Publication Annapolis, Md., October 8, 1945.

We hereby certify, that the annexed Order Nisi- Robert W. Kenzie 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 October, 1945. The first insertion being made the 13th 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 no cause to the contrary having been shown --- although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees are allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

James Clark

Filed October 16" 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.

October 31, 1945.

All of which is respectfully submitted.

Laura R. Jickling

Auditor.

Dr. In the Matter of the Trust Estate of Virginia M. Kinzie, deceased, et al, vs Robert W. Kinzie, a minor, and Jane Frances Kinzie in ac. with Albert C. Kinzie and Benjamin Michaelson, Trustees.

To Trustees for Commissions, viz:	$135.00	$135.00
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - costs	26.25	
Auditor	9.00	45.25
To Trustees for Expenses, viz:		
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - " " (Acct.)	5.00	
Marvin I. Anderson - Examiner	8.00	
Katharine H. McCutcheon -Stenographer	4.00	
Emanuel Klawans - Guardian ad Litem	4.00	
Register of Wills - certified copy Will	2.00	
Eagle Indemnity Co. - bond premium	14.00	
Chas. E. Flynn - service of summons	10.00	

To J. Glenn Benedict - services and affidavit	$ 1.50	$
Benjamin Michaelson - legal services	100.00	
Thomas K, Harrison and		
Royal H. Wigley - Appraisers' fee	15.00	
Katharine H. McCutcheon - notary fees	1.00	
Benjamin Michaelson - traveling expense	5.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.75	178.18
To Albert C. Kinzie and Benjamin Michaelson,		
Trustees for Robert W. Kinzie and Jane		
Frances Kinzie, - this balance, subject		
to further order of Court		3,149.77
		3,508.20
Cr. Sept. 10 1945 Proceeds of Sale	3,500.00	
Refund of 1945 taxes (adj.)	8.20	3,508.20

ORDER NISI.

ORDERED, This 31st day of October, 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 1st 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 1st day of December next.

John H. Hopkins, 3rd., Clerk.

Filed October 31st. 1945.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 30, 1945.

We hereby certify, that the annexed Order Nisi - Auditor's Account. Robert W. Kinzie 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 1st day of December, 1945. The first insertion being made the 8th day of November, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By G. Greve.

Filed Dec. 3rd., 1945.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of December, 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 Dec. 4th. 1945.

Petition and Order of Court thereon.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson and Albert C. Kinzie, Trustees in the above cause, respectfully represents:

1. That your petitioners, as Trustees, have on deposit approximately $1800.00 belonging to Robert W. Kinzie, age 11.

2. That there is no immediate necessity for the expenditure on behalf of said minor, and your petitioners desire to invest the sum of $1500.00 in United States Victory Bonds, in order that the estate may benefit thereby.

Wherefore, your petitioners pray this Honorable Court to pass an order authorizing said Trustees to invest the sum of $1500.00 as hereinbefore set forth.

And as in duty bound, etc.

Benjamin Michaelson

Albert C. Kinzie

ORDER OF COURT

Upon the foregoing petition it is hereby ordered this 20th day of December, 1945, by the Circuit Court for Anne Arundel County that Benjamin Michaelson and Albert C. Kinzie, Trustees in the foregoing cause, be, and they are hereby authorized to invest the sum of $1500.00 in United States Victory Bonds for the benefit of the trust estate of Robert W. Kinzie, minor.

James Clark Judge.

Filed Dec. 20th. 1945.

GEORGE A. FINCH, 100 West Virgilia Street, Chevy Chase, Maryland, Plaintiff, Vs. W.W. STEVENS, JR., individually and as Annapolis, Md. Trustee. GEORGE C. BASIL, M.D., individually and as Annapolis, Md. Trustee. and CHARLES F. LEE, individually and as Annapolis, Md. Trustee. Defendants.	:	No. 8845 Equity In the Circuit Court for Anne Arundel County.

BILL OF COMPLAINT.

The plaintiff respectfully shows to the Court as follows:

(1) That he is a citizen of the United States and a resident of the State of Maryland, and brings this suit as executor and residuary devisee under a paper writing dated November 21, 1939, purporting to be the last will and testament of James Brown Scott, deceased, as will more particularly hereinafter appear.

(2) That the defendants are citizens of the United States and residents of the State of Maryland, and are sued herein as trustees under a certain deed dated June 20, 1942, as will more particularly hereinafter appear.

(3) That one James Brown Scott, late a citizen of the United States and a resident of Anne Arundel County, of the State of Maryland, departed this life in the said State on or about the 25th day of June, 1943.

(4) That the said James Brown Scott left a paper writing purporting to be his last will and testament, dated June 4, 1942, together with a codicil thereto dated January 29, 1943; that said paper writings were offered on June 29, 1943 for probate in the Orphans' Court of Anne Arundel County, Maryland; that the plaintiff filed a notice in that Court that he would file a caveat to the said alleged will and codicil, and that said caveat was filed on or about July 28, 1943; that said paper writings have not been admitted to probate.

(5) That under the aforesaid paper writings the deceased devised and bequeathed all of his property to the said defendants, as trustees, to found and maintain the "James Brown Scott Memorial Hospital" and for other purposes, as will more particularly appear in the copy of said paper writings attached hereto and marked Exhibits "A" and "B"; that in said paper writings the defendant W. W. Stevens, Jr. was named executor.

(6) That on June 26, 1943 there was filed in the Orphans' Court of Anne Arundel County, Maryland, a paper writing dated November 21, 1939, purporting to be the last will and testament of said James Brown Scott, deceased.

(7) That the last mentioned paper writing, among other things, devised the hereinafter described real estate to the plaintiff and his wife, Mae, as tenants by the entireties, and named the plaintiff executor and residuary devisee thereunder, as will more particularly appear in the copy of said paper writing attached hereto and marked Exhibit "C".

(8) That for a long time prior to the 25th day of June, 1943, the said decedent, James Brown Scott, was the owner in fee simple of real estate designated as Lots 30, 31, 32, 33, 34 and 35 on the plat of Wardour, Anne Arundel County, Maryland, said real estate being improved by one two-story, nine room, three bath frame dwelling and one two-story frame lodge, consisting of garage with servants' quarters on the second floor, valued at approximately $22,000.

(9) That on or about June 20, 1942 the deceased, James Brown Scott, executed a paper writing purporting to be a deed, wherein he purported to convey said premises to George C. Basil, M.D., W. W. Stevens, Jr. and Charles F. Lee, or the survivor, his or their successors and assigns, in trust for the maintenance, support, equipment, endowment and erection of a hospital to be designated as "Memorial to James Brown Scott", as will more particularly appear from copy of said alleged deed attached hereto and marked Exhibit "D"; that said alleged deed was recorded in Liber J.H.H. 260, folio 437, one of the land record books for Anne Arundel County, Maryland.

(10) That on or about June 25, 1943, and for a long period of time prior thereto, said James Brown Scott was suffering from Myocarditis and myocardial insufficiency, from which said decedent died, the immediate cause of death being coronary thrombosis; that the said decedent was a man of advanced years, to-wit 77 years of age; that for a long time prior to his death said decedent was suffering from what is commonly known as senility, a condition causing a mental breakdown of the brain of said decedent, whereby said decedent, James Brown Scott, was on June 20, 1942 incapable of comprehending, appreciating or knowing the legal purport of any papers executed by him; and the plaintiff avers that at the time said decedent was suffering from said senile condition and myocarditis, and not knowing, comprehending or appreciating the legal purport of any

papers or legal documents signed by him, the defendants, or some other person or persons unknown to plaintiff, knowing that said decedent was suffering from said senility and myocarditis as aforesaid, and incapable of executing any legal papers as aforesaid, obtained or secured the execution of a deed to the property aforesaid; and plaintiff alleges that there was no consideration paid for said deed, and that the execution of said deed was secured, while said decedent was suffering from said senility and myocarditis as aforesaid, by the fraudulent acts or schemes and undue influence hereinbefore more fully set forth.

(11) That by reason of the purported conveyance made by the decedent, James Brown Scott, to the defendants, as trustees, as hereinbefore set forth, the said decedent died seized and possessed of no real estate, and hence the devise of the real estate hereinbefore mentioned, as well as the residuary devise to the plaintiff, made in said paper writing of the decedent dated November 21, 1939, became inoperative; and by reason of the fraudulent acts and undue influence of the defendants, or some other person or persons unknown to plaintiff, while the said decedent was suffering from said senility and myocarditis, as hereinbefore set forth, the plaintiff was prevented from obtaining the aforesaid devise.

WHEREFORE, THE PREMISES CONSIDERED, the plaintiff prays:

(1) That a writ of subpoena issue, directed to the defendants W. W. Stevens, Jr., George C. Basil, M.D. and Charles F. Lee, commanding them and each of them to appear and make answer hereto.

(2) That all conveyances, or any conveyance found to be fraudulent in said complaint mentioned, be cancelled and held for naught; and that the title to said property be of record in the Estate of James Brown Scott, or the plaintiff or other devisees named in the paper writing of said decedent purporting to be his last will and testament, as their interests therein may appear.

(3) That an injunction pendente lite, and after hearing permanently be issued, enjoining the further conveyance of said property.

(4) That a receiver be appointed by this Court, with authority to take over, collect and preserve all the rents, profits and issues derived therefrom.

(5) And for such other and further relief as the nature of the case may require and to the Court may seem equitable and proper.

L. Harold Sothoron
4100 41st Street,
Brentwood, Maryland,

Attorney for Plaintiff.

George A. Finch, Plaintiff

Charles Carroll, Jr.

Attorney for Plaintiff

DISTRICT OF COLUMBIA, ..ss.

George A. Finch, being first duly sworn, deposes and says under oath that he has read the foregoing bill by him subscribed and knows the contents thereof; that the facts stated therein of his personal knowledge are true, and those stated upon information and belief he believes to be true.

George A. Finch

Subscribed and sworn to before me this 4th day of January, A.D. 1945.

(NOTARIAL SEAL)

Charlotte Moeller

Notary Public, D.C.

My commission expires July 15, 1949

Copy LAST WILL AND TESTAMENT OF JAMES BROWN SCOTT Original /Filed June 29- 1943 Register Wills Anne Arundel Co.

"EXHIBIT A"

I, JAMES BROWN SCOTT, of Anne Arundel County, Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all others heretofore made by me, in manner and form following, that is to say:

After the payment of my just debts and funeral expenses, I hereby dispose of my estate as follows:

FIRST: I am cognizant of the fact that my two sisters, Dr. Mary Scott and Margaret A. Scott of Skaneateles, New York, are possessed of independent means and are well provided for in their own right. Therefore, I hereby give, devise and bequeath all of my property of whatever description, whether real, personal or mixed, and wheresoever situate, unto my three friends, Dr. George C. Basil, W. W. Stevens, Jr., and Charles F. Lee, and unto the survivor or successors of them, in trust and confidence, for the following purpose: It is my express wish and desire that my trustees shall found and maintain a hospital to be located in Anne Arundel County, and subject to the discretion of my trustees, as hereinafter mentioned, said hospital shall be known as "The James Brown Scott Memorial Hospital". Said hospital shall be incorporated under the laws of the State of Maryland as a charitable institution, for the usual and general purposes of a hospital. I hereby direct that my friend Dr. George C. Basil shall be the superintendent, and I further direct that my friend W. W. Stevens, Jr., shall be the business manager, of said hospital until their death, resignation or removal for good and sufficient cause. If, however, in the discretion of my trustees, the net proceeds of my estate shall be insufficient to found and maintain such a hospital, then I hereby authorize my said trustees, their survivor or successors in the trust, to use the net proceeds of my estate for the same general purposes by means of rendering financial assistance to any hospital or charitable institution already in existence, which my trustees shall deem worthy and deserving of such financial assistance.

The privilege of selecting such a hospital or institution and the manner in which the said financial assistance shall be given is hereby expressly conferred upon my trustees, and the decision of two of the three trustees shall be binding. It is my wish that, in this event, the net proceeds of my estate shall be used for the endowment of a hospital wing, or a hospital ward, or any number of private hospital rooms, or for the purchase of surgical and medical apparatus, although the decision of my trustees, as set out above, shall be final and binding upon all parties. In the event that the net proceeds of my estate are used in this manner, it is my wish and desire that the gift or gifts be suitably inscribed: "In memory of James Brown Scott".

I hereby confer upon my said trustees the power to sell, lease, mortgage, assign or transfer all or any part of my property as they may deem advisable, and to use the proceeds thereof for the purpose of the trust above described, in their joint discretion and without the necessity of application to any court, including the Orphans' Court for Anne Arundel County, for authority or permission to do so. No purchaser of any part of my property shall be obligated to see to the application of any purchase money paid

to my trustees, so that my trustees shall have full power to execute, acknowledge and deliver any and all papers apt and proper for the purposes aforesaid,

It is my express wish and desire that the net proceeds of my estate shall be used for the purpose of the above created trust as soon after my death as it is legally possible to do so.

SECOND: I hereby nominate and appoint my friend W.W. Stevens, Jr., to be the sole Executor of this, my Last Will and Testament, and request that he be excused from the necessity of giving bond for the faithful performance of his duties. I hereby confer upon my Executor, or his successor, full power to sell, lease, mortgage, transfer, assign or otherwise dispose of all or any part of my estate at public or private sale and without application to any court, including the Orphans' Court for Anne Arundel County, for authority or permission so to do.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 4th day of June, 1942.

James Brown Scott (SEAL)

Signed, sealed, published and declared by James Brown 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 hereunto subscribed our names as witnesses.

George C. Basil

Address Annapolis, Md.

Charles F. Lee

Address Annapolis, Md.

EXHIBIT "B".

First Codicil to Last Will and Testament of James Brown Scott

I, James Brown Scott, of Anne Arundel County, Maryland, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be the first codicil to my Last Will and Testament dated June 4, 1942.

After payment of my just debts and funeral expenses, I hereby bequeath the following legacies, which I direct shall be paid as soon after my death as possible and prior to the creation of the trust described in the Paragraph "First" of my said Last Will and Testament.

1. I hereby give, devise and bequeath unto Mrs. Estella Bowen Stevens, my hostess and housekeeper, who has so efficiently and economically managed my home, the sum of Seven Thousand Five Hundred Dollars, ($7500.00).

2. I hereby give, devise and bequeath unto W. W. Stevens, Jr., my friend and companion, the sum of Two Thousand Five Hundred Dollars, ($2500.00) and my automobile and trailer. I also direct that the said W. W. Stevens, Jr., as the sole executor of my Last Will and Testament, be permitted and authorized to take immediate possession of my automobile at my death and to use it as he sees fit in the settling of my estate.

IN all other respects, I hereby confirm my said Last Will and Testament dated June 4, 1942.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of January 1943.

James Brown Scott (SEAL)

Signed, sealed, published and declared by James Brown Scott, the above named Testator, as and for the first Codicil to his Last Will and Testament, in the presence of us, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

C. Carroll Lee

Address: 27 Thompson St., Annapolis, Md.

Claude J. Russell

Address: 1835 West St., Annapolis, Md.

EXHIBIT "C"

Original filed June 26 - 1943
11:30 A.M. EWT. with the Register of
Wills [illegible] of Anne Arundel Co.

LAST WILL AND TESTAMENT OF JAMES BROWN SCOTT

IN THE NAME OF GOD, AMEN:

I, JAMES BROWN SCOTT of 1201 Nineteenth Street, Northwest, Washington, D. C., being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my wordly affairs, and thereby be the better prepared to leave this world, when it shall please the Almighty to call me hence, do therefore make and publish this my last Will and Testament, hereby revoking and annulling all wills by me heretofore made, in manner and form following, that is to say:

FIRST, and principally, I commit my soul into the hands of Almighty God, and my body to the earth, to be decently buried at the discretion of my executor hereinafter named; and my Will is, that all my just debts and funeral expenses shall be paid by my executor hereinafter named as soon after my decease as shall be convenient:

SECOND, I give, devise and bequeath to my sisters, Mary and Margaret Scott, in the event that either or both survive me, the sum of Five Thousand Dollars each and life estates in my real estate and dwelling houses at 1201 19th St., N. W., Washington, D.C. and at Wardour, West Annapolis, Maryland, together furniture and furnishings, books, pictures, and household effects being in or about or belonging to the said premises, including the automobile.

THIRD, I give and bequeath to my deceased wife's nephews, Alan and Kenneth McCracken, an equal share in the personal property left to me in her will which I have not already disposed of, except the diamond brooch specially mentioned by her which I give and bequeath to Mrs. George A. Finch in remembrance of her kind attentions to my wife and me for many years. In addition I give and bequeath the sum of Five Thousand Dollars to Alan McCracken, and the sum of Ten Thousand Dollars to Kenneth McCracken.

FOURTH, I give and bequeath the sum of One Thousand Dollars to Mary Emily King, my faithful secretary for many years, and the sum of One Thousand Dollars to J. Edwin Young as a token of appreciation for many personal services willingly rendered.

FIFTH, I give and bequeath, in memory of my mother Jeannette Scott and of my deceased sister of the same name, the sum of Five Thousand Dollars to the Institut de Droit International, in trust, the income to be used to award cash prizes every two years for essays on subjects of public international law in accordance with the arrangements I have heretofore made with the Institut.

SIXTH, I give and bequeath to the American Society of International Law, of which I was one of the founders, the sum of Ten Thousand Dollars, to be held in trust and to be known as the "James Brown Scott Fund for the Advancement of International Law," the income from which is to be applied toward the expenses of editing and publishing the American Journal of International Law, which I started in 1907.

SEVENTH, Should my sisters Mary and Margaret, or either of the, enter upon the use and enjoyment of the life estates provided for them in the second of the devisees and bequests herein contained, it is my will that they shall do so without expense to them for taxes, insurance, repairs, or other outlays for keeping the properties in good and living condition. I accordingly direct my Executor to retain the sum of Five Thousand Dollars from the residue of my personal property to meet such expenses. Any balance remaining after the use of this sum is no longer needed shall become a part of the residue of my estate; but my Executor shall not be personally liable for any expenses for the purposes mentioned in this paragraph over and above the amount I have directed him to retain for said purposes.

EIGHTH, Upon the death of the survivor of my sisters Mary and Margaret, or upon my death should neither of them survive me, my residence at 1201 19th Street, Washington, D. C., is to be sold and the proceeds of the sale added to the residue of my estate and thereupon become chargeable with the payment of any unpaid balances of the specific bequests herein bequeathed.

NINTH, Should there not be sufficient assets in cash and securities to meet in full my specific bequests in sums of money, each and all of said bequests shall be reduced in equal proportion to such sums as may be paid in cash from the amount of such assets available.

TENTH. In appreciation of more than thirty years of association and cooperation, I give, devise, and bequeath to my friend George A. Finch and his wife, Mae, as tenants by the entireties thereof, their heirs and assigns forever in fee simple, all my lands in Anne Arundel County, Maryland, designated as Lots numbered 30, 31 and 33 on plats of Wardour in West Annapolis, together with the dwelling-houses, buildings, and improvements thereon, and all my furniture, furnishings, books pictures and household effects being in or about or belonging to said houses and buildings, subject to the use and enjoyment for life of my sisters Mary and Margaret as hereinbefore provided.

All the rest and residue of my estate, both real, personal and mixed, I give, devise and bequeath to my Executor, George A. Finch, his heirs and assigns forever.

AND LASTLY, I do hereby nominate, constitute and appoint my friend George A. Finch executor of this, my last Will and Testament, and I desire that my executor hereinbefore named shall not be required to give bond for the faithful performance of the duties of that office.

IN TESTIMONY WHEREOF, I have set my hand and seal to this, my last Will and Testament, at Washington, D.C., this twenty-first day of November in the year of our Lord one thousand nine hundred and 1939.

JAMES BROWN SCOTT (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED, by JAMES BROWN SCOTT the above-named testament,

as and for his last Will and Testament, in our presence, and at his request, and in his presence, and in the presence of each other, we have hereunto subscribed our names as attesting witnesses.

ALAN T. HURD
Residence 2426 - 19th Street, N.W.
Washington, D.C.
FRANCIS CRANE MACKEN
Residence 1808 Conn. Ave., N.W.
Washington, D.C.
CLARENCE A. PHILLIPS
Residence 1451 Girard Street, N.W.
Washington, D.C.

(Copy) EXHIBIT "T"

THIS DEED, Made this 20th day of June in the year Nineteen hundred and forty-two by James Brown Scott, Widower, of "Wardour", Anne Arundel County, State of Maryland, of the first part, and George C. Basil, M. D., William W. Stevens, Jr., and Charles F. Lee, Trustees as hereinafter set forth, all of Anne Arundel County, State of Maryland, of the second part.

WHEREAS, the said James Brown Scott desires to convey all of his property at Wardour, Second Election District of Anne Arundel County, State of Maryland, to the aforesaid George C. Basil, William W. Stevens, Jr., and Charles F. Lee, As Trustees, reserving, however, a life estate in and to said property in the said James Brown Scott, the aforesaid Trustees, when they become vested in the absolute fee simple title to the said property, to have full control over the same, including the power to sell, lease, mortgage, or otherwise dispose of said property, using the proceeds therefrom as hereinafter set forth.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of One ($1.00) Dollar and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said party of the first part, James Brown Scott, by these presents does hereby grant and convey unto the said parties of the second part, George C. Basil, M.D., William W. Stevens, Jr., and Charles F. Lee, Trustees, and to the survivor of them, his or their successors and assigns, in fee simple. Subject to a life estate in the said James Brown Scott, which is by this Deed reserved, in trust as hereinafter set forth, and subject to the conditions and restrictions of record, all those parcels of land lying and being in Wardour, Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

FIRST: All those lots of ground being designated as Lots Nos. 30 and 31 as laid down on the plat of "Wardour", and being more particularly described in a deed from Elizabeth Giddings, et al. to James Brown Scott and wife, dated January 27, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 123, folio 446. Being the same property conveyed to the said James Brown Scott and wife by Elizabeth Giddings, et al, by Deed dated the 27th day of January, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 123, folio 446.

SECOND: All that lot of ground described as Lot No. 32 on the Plat of "Wardour", and being more particularly described in a Deed from Elizabeth Giddings, et al, to James Brown Scott and wife, dated January 3, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 131, folio 24. Being the same property conveyed to the said James Brown Scott and wife by Elizabeth Giddings, et al, by Deed dated January 3, 1917, and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 131, folio 24.

THIRD: All that lot of ground designated as Lot No. 33 on the plat of "Wardour", and being more particularly described in a Deed from Charles F. Lee and wife, et al., to James Brown Scott and wife, dated the 4th day of May, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 199, folio 383. Being the same property conveyed to the said James Brown Scott and wife by Charles F. Lee and wife, et al, by deed dated May 4, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. No. 199, folio 383.

FOURTH: All that lot of ground designated as Lot No. 34 on the plat of "Wardour", and being more particularly described in a Deed from Charles F. Lee and wife, to James Brown Scott, dated July 24, 1940, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 228, folio 429. Being the same property conveyed to the said James Brown Scott by Charles F. Lee and wife, dated July 24, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 228, folio 429.

FIFTH: All that lot of ground designated as Lot No. 35 on the plat of "Wardour", and being more particularly described in a Deed from Charles F. Lee and wife to James Brown Scott, dated August 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 257, folio 474. Being the same property conveyed to the said James Brown Scott by Charles F. Lee and wife, by Deed dated August 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 257, folio 474.

SAVING AND EXCEPTING from the properties above described all of that lot of ground conveyed by the said James Brown Scott and wife to Edloe W. Cooley by Deed dated the 28th day of November, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 156, folio 454.

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 George C. Basil, M.D., William W. Stevens, Jr., and Charles F. Lee, Trustees, and to the survivor of them, his or their successors and assigns, in fee simple.

Subject to the restrictions of record; and Subject to a life estate in the said James Brown Scott in and to the hereinabove described property which is by this Deed reserved, in trust with full power in the said Trustees, and the survivor of them, his or their successors and assigns, to sell, rent, mortgage, dispose of and maintain absolute control over the hereinabove described property in their ab- ----------

solute discretion, without application to any Court to sell, mortgage, rent, or otherwise control said property, and any purchaser or purchasers, tenant or mortgagee shall not be required to look to the application of the purchase money, rent, or proceeds of a mortgage loan as the same may be; my said Trustees to have full power of control over the hereinabove described property as hereinabove set forth, and in the event the said property is sold and any income derived therefrom prior to the sale thereof, my said Trustees shall have full power to hold, invest and re-invest any income from the said property or the proceeds of the sale thereof in their absolute discretion, to the end that my said Trustees, the survivor of them, his or their successors and assigns, shall use the said funds for the maintenance, support, equipment, endowment or erection, in their absolute discretion, of a hospital or charitable institution located in Anne Arundel County, State of Maryland, the same to be designated as a "Memorial to James Brown Scott".

AND the said party of the first part hereby covenants that he has not done or suffered to be done, any act, matter of thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said party of the first part.

WITNESS: CLA W. GARDNER. James Brown Scott (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 20th day of June in the year nineteen hundred and forty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James Brown Scott, Widower, party of the first part, hereto, and he acknowledged the foregoing Deed to be his act and deed.

AS witness my hand and Notarial Seal.

(NOTARIAL SEAL) Cla W. Gardner

Notary Public

Recorded June 22, 1942, at 2:40 P.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. 260, folio 437, 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 March, A.D. 1945.

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

Filed March 27th. 1945.

PETITION for extension of time for filing of Answer, and ORDER OF COURT thereon.

To the Honorable, the Judges of said Court:

The Petition of Charles F. Lee, Trustee, one of the Defendants in the above entitled case, by R. Tilghman Brice, III, his solicitor, respectfully shows:

FIRST: That there is pending in the Circuit Court for Howard County a caveat proceedings against the Last Will and Testament of James Brown Scott, deceased.

SECOND: That your Petitioner would undergo a hardship if he were required to answer

these proceedings at the present time or until the aforesaid proceedings in Howard County are disposed of.

THEREFORE, your Petitioner prays this Honorable Court to extend the time for the filing of an Answer to the Bill of Complaint herein filed.

AND as in duty bound, etc.,

R. Tilghman Brice III

Solicitor for Petitioner

Filed April 20th. 1945

ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 20th day of April, 1945, upon the foregoing Petition, that the time is hereby extended to the Defendants for the filing of a Demurrer or Answer to the Bill of Complaint herein filed until further order of this Court.

Ridgely P. Melvin

Chief Judge.

Filed April 20th. 1945.

ANSWER TO BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

The Answer of W. W. Stevens, Jr., George C. Basil, and Charles E. Lee, by R. Tilghman Brice, III, and Wilbur R. Dulin, their solicitors, to the Bill of Complaint heretofore filed in the above entitled case, respectfully shows:

FIRST: That they admit the allegations contained in Paragraphs One, Two, Three, Four, Five, Six, Seven, Eight and Nine of said Bill of Complaint.

SECOND: That these Defendants deny all of the allegations set forth in Paragraphs Ten and Eleven of said Bill of Complaint.

Having answered said Bill of Complaint, your Respondents pray to be dismissed with their proper costs.

AND as in duty bound, etc.

R. Tilghman Brice, III

Wilbur R. Dulin

SOLICITORS FOR DEFENDANTS.

Filed Aug. 29th. 1946

Decree of Court setting aside deed - Final Decree Aug. 29" 1946

DECREE

This cause coming on to be heard at this term, it is by the Court this 29th day of August, 1946,

ADJUDGED, ORDERED AND DECREED, that a certain deed by James Brown Scott, now deceased, dated June 20, 1942, and recorded among the Land Records of Anne Arundel County, Maryland, at Liber J.H.H. 260, folio 437, conveying Lots Thirty to Thirty-five, inclusive, on the plat of Wardour, Anne Arundel County, Maryland, described as follows:

"FIRST: All those lots of ground being designated as Lots Nos. 30 and 31 as laid down on the plat of 'Wardour', and being more particularly described in a deed from

Elizabeth Giddings, et al, to James Brown Scott and wife, dated January 27, 1916 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 123, folio 446. Being the same property conveyed to the said James Brown Scott and wife by Elizabeth Giddings, et al, by Deed dated the 27th day of January, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 123, folio 446.

"SECOND: All that lot of ground described as Lot No. 32 on the Plat of 'Wardour', and being more particularly described in a Deed from Elizabeth Giddings, et al, to James Brown Scott and wife, dated January 3, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 131, folio 24. Being the same property conveyed to the said James Brown Scott and wife by Elizabeth Giddings, et al, by Deed dated January 3, 1917, and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 131, folio 24.

"THIRD: All that lot of ground designated as Lot No. 33 on the plat of 'Wardour', and being more particularly described in a Deed from Charles F. Lee and wife, et al, to James Brown Scott and wife, dated the 4th day of May, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 199, folio 383. Being the same property conveyed to the said James Brown Scott and wife by Charles F. Lee and wife, et al, by deed dated May 4, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. No. 199, folio 383.

"FOURTH: All that lot of ground designated as Lot No. 34 on the plat of 'Wardour', and being more particularly described in a Deed from Charles F. Lee and wife, to James Brown Scott, dated July 24, 1940, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 228, folio 429. Being the same property conveyed to the said James Brown Scott by Charles F. Lee and wife, dated July 24, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 228, folio 429.

"FIFTH: All that lot of ground designated as Lot No. 35 on the plat of 'Wardour', and being more particularly described in a Deed from Charles F. Lee and wife to James Brown Scott, dated August 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 257, folio 474. Being the same property conveyed to the said James Brown Scott by Charles F. Lee and wife, by Deed dated August 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 257, folio 474.

"SAVING AND EXCEPTING from the properties above described all of that lot of ground conveyed by the said James Brown Scott and wife to Edloe W. Cooley by Deed dated the 28th day of November, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 156, folio 454".

to George C. Basil, M.D., W. W. Stevens, Jr. and Charles F. Lee, Trustees, be and the same is hereby cancelled and held for naught, and the estate of James Brown Scott or the devisees named in his last will and testament dated November 21, 1939, admitted to probate on the 29th day of January, 1946, in the Orphans' Court of Anne Arundel County, Maryland, be and they hereby are vested with title to the aforesaid real estate, free and clear of all liens, encumbrances and defects of title arising out of or resulting from any act or omission to act of the said George C. Basil, M.D., W. W. Stevens, Jr. and Charles F. Lee or each of them.

James Clark Judge.

We consent.

L. Harold Sothoron

Attorney for Plaintiffs

R. Tilghman Brice, III

Wilbur R. Dulin

Attorneys for Defendants.

Filed August 29th. 1946.

Finch, et al., No. 8845 Equity

vs. In the Circuit Court for

Stevens, et al. Anne Arundel County

Testimony before the Court, August 29th. 1946.

#3 Testimony on behalf of the Petitioners. Before Judge James Clark. August 29th, 1946.

PRESENT:

Messrs. Brice, Sothoron, et al, For the Petitioners.

Mr. Wilbur R. Dulin, et al. for Respondents.

Juliet D. Strahorn, Court Stenographer.

Mr. Sothoron, for Petitioners, offers in evidence

Certified copy of Deed dated June 20th, 1942 recorded

JHH 260, folio 437. Marked Exhibit A.

Also Certified copy of Issues in the case of James B. Scott,

deceased, filed as Exhibit B.

Also Certified copy of the Verdict of the Jury in the Scott case marked Exhibit C.

I hereby certify that the aforegoing was taken down by me as Court Stenographer in 8845 Equity, on the 29th of August, 1946 and by me transcribed for the record and filed, in the presence of the Court.

Juliet D. Strahorn

Filed Sept. 6" 1946 Court Stenographer.

Exh. A. JDS. filed Aug. 29/46.

THIS DEED, Made this 20th day of June in the year Nineteen Hundred and forty-two by James Brown Scott, Widower, of "Wardour", Anne Arundel County, State of Maryland, of the first part, and George C. Basil, M. D., William W. Stevens, Jr., and Charles F. Lee, Trustees as hereinafter set forth, all of Anne Arundel County, State of Maryland, of the second part.

#3

WHEREAS, the said James Brown Scott desires to convey all of his property at Wardour, Second Election District of Anne Arundel County, State of Maryland, to the aforesaid George C. Basil, William W. Stevens, Jr., and Charles F. Lee, as Trustees, reserving, however, a life estate in and to said property in the saie James Brown Scott, the aforesaid Trustees, when they become vested in the absolute fee simple title to the said property, to have full control over the same, including the power to sell, lease, mortgage, or otherwise dispose of said property, using the proceeds therefrom as hereinafter set forth.

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the premises and the sum of One ($1.00) Dollar and other good and valuable considerations, the re-

ceipt thereof is hereby acknowledged, the said party of the first part, James Brown Scott, by these presents does hereby grant and convey unto the said parties of the second part, George C. Basil, M.D., William W. Stevens, Jr., and Charles F. Lee, Trustees, and to the survivor of them, his or their successors and assigns, in fee simple. Subject to a life estate in the said James Brown Scott, which is by this Deed reserved, in trust as hereinafter set forth, and subject to the conditions and restrictions of record, all those parcels of land lying and being in Wardour, Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:-

FIRST: All those lots of ground being designated as Lots Nos. 30 and 31 as laid down on the plat of "Wardour", and being more particularly described in a deed from Elizabeth Giddings, et al, to James Brown Scott and wife, dated January 27, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 123, folio 446. Being the same property conveyed to the said James Brown Scott, and wife by Elizabeth Giddings, et al, by Deed dated the 27th day of January, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 123, folio 446.

SECOND: All that lot of ground described as Lot No. 32 on the Plat of "Wardour", and being more particularly described in a Deed from Elizabeth Giddings, et al, to James Brown Scott and wife, dated January 3, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 131, folio 24. Being the same property conveyed to the said James Brown Scott and wife by Elizabeth Giddings, et al, by Deed dated January 3, 1917, and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 131, folio 24.

THIRD: All that lot of ground designated as Lot No. 33 on the plat of "Wardour", and being more particularly described in a Deed from Charles F. Lee and wife, et al., to James Brown Scott and wife, dated the 4th day of May, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 199, folio 383. Being the same property conveyed to the said James Brown Scott and wife by Charles F. Lee and wife, et al, by deed dated May 4, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. No. 199, folio 383.

FOURTH: All that lot of ground designated as Lot No. 34 on the plat of "Wardour", and being more particularly described in a Deed from Charles F. Lee and wife, to James Brown Scott, dated July 24, 1940, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 228, folio 429. Being the same property conveyed to the said James Brown Scott by Charles F. Lee and wife, dated July 24, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. 228, folio 429.

FIFTH: All that lot of ground designated as Lot No. 35 on the plat of "Wardour", and being more particularly described in a Deed from Charles F. Lee and wife to James Brown Scott, dated August 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 257, folio 474. Being the same property conveyed to the said James Brown Scott by Charles F. Lee and wife, by Deed dated August 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 257, folio 474.

SAVING AND EXCEPTING from the properties above described all of that lot of ground

conveyed by the said James Brown Scott and wife to Edloe W. Cooley by Deed dated the 28th day of November, 1936, and recorded among the land records of Anne Arundel County in Liber F. A. M. No. 156, folio 454.

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 George C. Basil, M.D., William W. Stevens, Jr., and Charles F. Lee, Trustees, and to the survivor of them, his or their successors and assigns, in fee simple. Subject to the restrictions of record; and Subject to a life estate in the said James Brown Scott in and to the hereinabove described property which is by this Deed reserved, in trust with full power in the said Trustees, and the survivor of them, his or their successors and assigns, to sell, rent, mortgage, dispose of and maintain absolute control over the hereinabove described property in their absolute discretion, without application to any Court to sell, mortgage, rent, or otherwise control said property, and any purchaser or purchasers, tenant or mortgagee shall not be required to look to the application of the purchase money, rent, or proceeds of a mortgage loan as the same may be; my said Trustees to have full power of control over the hereinabove described property as hereinabove set forth, and in the event the said property is sold and any income derived therefrom prior to the sale thereof, my said Trustees shall have full power to hold, invest and re-invest any income from the said property or the proceeds of the sale thereof in their absolute discretion, to the end that my said Trustees, the survivor of them, his or their successors and assigns, shall use the said funds for the maintenance, support, equipment, endowment or erection, in their absolute discretion, of a hospital or charitable institution located in Anne Arundel County, State of Maryland, the same to be designated as a "Memorial to James Brown Scott".

AND the said party of the first part hereby covenants that he has not done or suffered to be done, any act, matter or thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said party of the first part.

WITNESS: OLA W. GARDNER JAMES BROWN SCOTT (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of June in the year nineteen hundred and forty-two before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James Brown Scott, Widower, party of the first part, hereto, and he acknowledged the foregoing Deed to be his act and deed.

AS witness my hand and Notarial Seal.

(NOTARIAL SEAL) OLA W. GARDNER

NOTARY PUBLIC

RECORDED JUNE 22, 1942 at 2-40 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. 260, folio 437, 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 June, A.D. 1943.

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

Filed Sept. 6th. 1946.

CERTIFIED COPY

ORDER FOR ISSUES IN THE MATTER OF THE CAVEAT FILED TO THE LAST WILL AND TESTAMENT OF JAMES BROWN SCOTT.

Exam. Exh. 1

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY, MARYLAND

In re Estate of James Brown Scott, Deceased. No. _____

ORDER FOR ISSUES

It is this 1st day of February, 1944, ORDERED by the Orphans' Court of Anne Arundel County, Maryland, that the following issues be sent to the Circuit Court of Howard Anne Arundel County, (Amended by leave of Court 3/21/44) to be tried by a jury:

1. Was the paper writing dated June 4, 1942, purporting to be the last will and testament of James Brown Scott, deceased, signed by him or by some other person for him, in his presence and by his express direction, and attested and subscribed in his presence by two or more credible witnesses?

2. Were the contents of said paper writing dated June 4, 1942, purporting to be the last will and testament of said James Brown Scott, deceased, read over to him or by him, or known to him at or before the time of the alleged execution thereof?

3. Was the execution of the said paper writing dated June 4, 1942, purporting to be the last will and testament of James Brown Scott, deceased, procured by undue influence exercised and practiced upon him?

4. Was the paper writing dated June 4, 1942, purporting to be the last will and testament of the said James Brown Scott, deceased, executed by him when he was of sound and disposing mind and capable of executing a valid deed or contract?

5. Was the paper writing dated June 4, 1942, purporting to be the last will and testament of James Brown Scott, deceased, procured by fraud exercised and practiced upon him?

6. Is the paper writing bearing date the 4th day of June, 1942, the last will and testament of the said James Brown Scott, deceased?

7. Was the paper writing dated January 29, 1943, purporting to be a codicil to the said last will and testament of James Brown Scott, deceased, signed by him or by some other person for him, in his presence and by his express direction, and attested and subscribed in his presence by two or more credible witnesses?

8. Were the contents of said paper writing dated January 29, 1943, purporting to be a codicil to the said last will and testament of James Brown Scott, deceased, read over to him or by him, or known to him at or before the time of the alleged execution thereof?

9. Was the execution of the said paper writing dated January 29, 1943, purporting to be a codicil to the said last will and testament of James Brown Scott, deceased, procured by undue influence exercised and practiced upon him?

10. Was the paper writing dated January 29, 1943, purporting to be a codicil to the said last will and testament of James Brown Scott, deceased, executed by him when he was of sound and disposing mind and capable of executing a valid deed or contract?

11. Was the paper writing dated January 29, 1943, purporting to be a codicil to the said last will and testament of James Brown Scott, deceased, procured by fraud exercised and practiced upon him?

12. Is the paper writing bearing date the 29th day of January, 1943, the last will and testament of the said James Brown Scott, deceased?

AND IT IS FURTHER ORDERED that upon the trial of the said issues the said George A. Finch shall be plaintiff and Charles F. Lee, Dr. George C. Basil, W. W. Stevens, Jr. and Trustees/ W. W. Stevens and, Estella Bowen Stevens shall be defendants.

L. Harold Sothoron
Solicitor for Caveator
R. Tilghman Brice
Wilbur R. Dulin
Solicitors for Caveatees

Owain E. Owens

Judges

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 ORDER FOR ISSUES In the Matter of the Caveat to the last will and testament of JAMES BROWN SCOTT late of said County deceased taken from the original, which is filed 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 6th day of September in the year of our Lord, nineteen hundred and forty-six.

(COURT SEAL) R. Glenn Prout

Register of Wills for Anne Arundel County

Filed Sept. 6th. 1946.

CERTIFIED COPY

COPY OF DOCKET ENTRIES IN THE MATTER OF THE CAVEAT FILED TO THE LAST WILL AND TESTAMENT OF JAMES BROWN SCOTT. Exam. Exh. 2

COPY OF DOCKET ENTRIES

IN THE MATTER OF THE CAVEAT	No. 89 Trials April Term
FILED TO THE LAST WILL AND	1944
CODICIL OF JAMES BROWN SCOTT	In the Circuit Court for
Deceased.	Anne Arundel County

1944, March 20, Transcript of Record from the Orphans Court for Anne Arundel County fd.
1944 March 20, Two Wills Notice of Caveat, Petition and Caveat, Answer of W. W. Stevens, Jr., and Estella Bowen Stevens, Replication, Petition for Issues and Order for Issues

filed. 1944, March 21, Suggestion and Affidavit of Removal fd. 1944, March 21, Order of Court Transmitting Record of Proceedings to Circuit Court for Howard County for trial fd. 1944, March 31, Transscript of Record Transmitted to the Clerk of the Circuit Court for Howard County.

1946 January 26, Certified Copy of Docket Entries from the Circuit Court for Howard County fd. No. 2 Foreign Trials, September Term, 1945, as follows:

11" Feby. 1944 Transcript of Record from the Orphans' Court for Anne Arundel County. In the Matter of the Caveat filed to the Last Will and Testament of James Brown Scott, deceased fd. 12" Feb. 1944 Order to enter appearance of Charles Carroll Jr. for caveator fd. 2" Mar. 1944 Stipulation fd. 3" March 1944 Depositions of Harold G. Villard fd. Same day Deposition of Dr. Nicholas Murray Butler fd. 4" Mar. 1944 Deposition of Arthur K. Kuhn fd. Same day Deposition of George Grafton Wilson fd. 13" March 1944 Order to enter appearance of William Henry Forsythe for Caveatees fd. 16" Mar. 1944 Deposition of Judge Manley O. Hudson fd. 17" Mar. 1944 Agreement & Order of Court thereon fd. 18" Mar. 1944 Record returned to Orphans Court of Anne Arundel County together with certified copy of Agreement & Order of Court. 21" Mar. 1944 Receipt of Record fd. 22" Mar. 1944 Deposition of Private George B. North fd. Same Day Deposition of Lt. Comm. McCracken fd. 1st April 1944 Transcript of record from Circuit Court of Anne Arundel County fd. Same day Deposition of Frances Pendleton Gaines fd. 8" April 1944 Deposition of Dr. Frances J. Gaydosh fd. 10" April 1944 (Before Judge Clark) 12th issue abandoned by caveator. Same day Jury sworn viz: Charles St. C. Thompson, Hobart B. Noll, Henry H. Hipsley, Harry E. Mclesworth, Paul M. Gaver, Howard A. Penny, John W. Hitt, William T. Horsey, G. Cashell Nichols, Frank Parlett, Howard O. Hutchins & Herbert H. Musgrove. 11" Apr. 1944 Caveatee's 1st, 2nd, 3rd, 4th, 5th, 6th, 1 "A", B, C. D. & E. prayers Fd. Same day Caveatee's 1st, 2nd, 3rd, 4th, 5th, 6th, 1 "A", B.C.D.& E. prayers granted. Same day verdict for the defendants on the first issue and our answer thereto is "Yes";

for the defendants on the second issue and our answer thereto is "yes",

for the defendants on the third issue and our answer thereto is "No";

for the defendants on the fourth issue and our answer thereto is "Yes";

for the defendants on the fifth issue and our answer thereto is "No";

for the defendants on the sixth issue and our answer thereto is "Yes";

for the defendants on the seventh issue and our answer thereto is "Yes";

for the defendants on the eighth issue and our answer thereto is "Yes";

for the defendants on the ninth issue and our answer thereto is "No";

for the defendants on the tenth issue and our answer thereto is "Yes";

for the defendants on the eleventh issue and our answer thereto is "No";

12" Apr. 1944 Order for Appeal fd. 3" May 1944 Testimony fd. 2" June 1944 Additional Testimony fd. 9" June 1944 Bill of Exceptions fd.

14" June 1944 Record transmitted to Court of Appeals. 19" June 1944 Receipt of Record fd. 31" Jany 1945 Mandate from Court of Appeals rulings affirmed in part and reversed in part, as specified in this opinion, and a new trial ordered with costs to appellant fd. 10" Aug. 1945 Deposition of J. Edwin Young fd. 29th Sept. 1945 Deposition of Alan

T. Hunt fd. 8" Oct. 1945 Jury sworn viz: Asa C. Sharp, George F. Bassler, Harry H. Rippeon, Howard G. Crist, Jesse L. Hall, S. Dallas Slack, William E. Hatfield, W. Emil Thompson, Kenneth E. Grauel, Norman K. Wills, John R. Earp & G. Ridgley Pue. 9th Oct. 1945 hearing continued before Judge Clark & Jury. 19th Oct. 1945, hearing continued before Judge Clark & Jury. 11th Oct. 1945 Verdict for the Defendant on the 1st issue and our answer thereto is "Yes". For the plaintiff on the second issue, and our answer thereto is "no". For the plaintiff on the third issue, and our answer thereto is "yes". For the plaintiff on the fourth issue, and our answer thereto is "no". For the defendants on the fifth issue and our answer thereto is "no". For the plaintiff on the sixth issue, and our answer thereto is "no". For the defendants on the seventh issue, and our answer thereto is "yes". For the plaintiff on the eighth issue, and our answer thereto is "no". For the plaintiff on the ninth issue, and our answer thereto is "yes". For the plaintiff on the tenth issue, and our answer thereto is "no". For the defendants on the eleventh issue and our answer thereto is "no". 6" Nov. 1945 Order for entry of Appeal to Court of Appeals of Maryland fd. 17" Dec. 1945 Order extending time for filing Bill of Exceptions fd. 23" Jany. 1946 Petition to strike out Appeal and transmit transcript of record and Order of Court thereon striking out appeal and directing Clerk of the Court to transmit transcript of the above entitled case to the Circuit Court for Anne Arundel County fd. 24" Jan. 1946 Certified copy of Docket Entries transmitted to Circuit Court for Anne Arundel County.

L. H. Sothoron and Charles Carroll, Jr., Attorneys for the Caveator.
W. H. Forsythe, R. T. Brice, 3rd., W. R. Dulin, Attorneys for the Caveatees.

State of Maryland, Howard County, Sct.

I hereby Certify That the aforegoing is a true copy of the Docket entries in the above entitled cause, taken from the Record of Proceedings of the Circuit Court for Howard County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the said Court, this 24th day of January A.D. 1946.

(Seal's Place)

Benj. Mellor, Jr.
Clerk of the Circuit Court for
Howard County, Maryland.

Plaintiff's Costs:	Clerk Howard Co.	$69.84	
	Record Court Appeals	14.50	Pd. 6/13/44 A1665
	Clerk A.A.Co. costs	9.45	
	Witness Fees	9.00	
	Appellants costs		
	Court of Appeals	202.50	
Defendants Costs:	Clerk Howard Co.	30.90	
	Clerk A.A.Co.	6.00	
	A.A. Co. Record	13.00	Pd.
	Witness Fees	133.00	
	Appellants Costs		
	Court Appeals	$237.50	

State of Maryland, Anne Arundel County, SCT:
I Hereby Certify, that the aforegoing is a true copy of the Docket Entries filed in No. 89 Trials April Term 1944, in the Circuit Court for Howard 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 January A.D. 1946.
(SEAL) John H. Hopkins, 3rd - Clerk
Filed Sept. 6" 1946.

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 COPY OF DOCKET ENTRIES IN THE MATTER OF THE CAVEAT FILED TO THE LAST WILL AND TESTAMENT OF James Brown Scott late of said County deceased taken from the Copy filed in the Orphans' Court for Anne Arundel County, recorded in R.G.P. 2 folio 281 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 6th day of September in the year of our Lord, nineteen hundred and forty-six.
R. Glenn Prout
(COURT SEAL) Register of Wills for Anne Arundel County
Filed Sept. 6" 1946.

In the Matter of the Sale of the Mortgaged Real Estate of Frank Culotta and Viola Culotta, his wife. : No. 8868 Equity In the Circuit Court for Anne Arundel County

MORTGAGE

THIS MORTGAGE, Made this 7th day of December in the year nineteen hundred and forty-four, between Frank Culotta and Viola Culotta, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the Perpetual Building Association of the second part a body corporate, duly incorporated, Mortgagee:
WHEREAS, the said Frank Culotta and Viola Culotta, his wife, being members of said body corporate, have received therefrom an advance of Three Thousand Five Hundred Dollars ($3,500.00) Balance purchase money on thirty -five (35) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar, the said Frank Culotta and Viola Culotta, his wife, do grant, assign and convey unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County and described as follows:
BEGINNING for the same in the center of the Old County Road at the end of the fifth or north 55 degrees 15 minutes east 250 foot line of the deed of Dower of lot "A" of Emma L. Dorsey as recorded in the Equity Records of Anne Arundel County in Liber G.W. No. 42, folio 306, etc., Equity Docket No. 4, folio 198, said point also being at the northeast corner of a one and five-tenths acre tract which was conveyed to James E. and Idella Pitzinger from Harry C. Dorsey, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 86, folio 66, etc., and running thence from said beginning and binding on the fourth line of above mentioned deed south 6 degrees 16 minutes west two hundred ninety-five and six-tenths feet to the center line of a private road twenty feet wide, thence binding on the center of said private road, which road is to be left open to be used in common with adjoining owners, south seventy-six degrees forty-six minutes east fifty feet and south sixty-one degrees fifty-three minutes east one hundred feet; thence leaving said road and running six degrees sixteen minutes east three hundred thirty-seven and seven-tenths feet to an iron pipe; thence north eighty-three degrees nineteen minutes west one hundred forty-two feet to the place of beginning, containing one acre of land more or less.

BEING the same lot of ground which by deed of even date herewith and recorded prior

hereto was conveyed by the Land Homes Corporation to the said Mortgagors.

TOGETHER with the improvements thereon, and all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said lot of ground with the improvements and appurtenances aforesaid, unto the Perpetual Building Association, its successors and assigns, Subject to a yearly G Rent of Sixty dollars, payable semi-annually on 1st days of June and December in each year.

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

AND the said Frank Culotta and Viola Culotta, his wife, for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of five dollars and twenty-five cents ($5.25) as dues until the said sum of thirty-five hundred dollars ($3500.00) shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of $4.20 as interest until the sum of one hundred dollars ($100.) dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced twelve cents ($.12) cents; and so on, and as often as one hundred ($100.00) dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve ($.12) cents; to pay all fines and penalties that may be imposed upon them, or either of them, by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of __ which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors

AND the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of thirty-five hundred dollars ($3500.00) shall be repaid.

AND it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

AND it shall be lawful for the said mortgagee, its successors or assigns, or for James E. Steuart, its attorney or agent, at any time after default in any of the cove-

nants or conditions of this mortgage continuing for thirteen (13) weeks to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his,her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of fifty dollars ($50.00) and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagors for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, 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 said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

IT IS FURTHER AGREED, that in case the mortgagors cease to own, -- sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS our hands and seals of the said Mortgagors.

TEST: Frank Culotta (SEAL)

J. Roy Warner Viola Culotta (SEAL)

Secretary

Recorded in Liber J.H.H. No. 320 Folio 271 &c

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 7th day of December in the year nineteen hundred and forty-four, before me, the subscriber, a Notary Public of the State of Maryland, in

and for Baltimore County personally appeared Frank Culotta and Viola Culotta, his wife, the Mortgagors named in the foregoing Mortgage, and each acknowledged the foregoing Mortgage to be their act. At the same time also appeared James E. Steuart, agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth, and that he is authorized by said Association to make this affidavit.

As Witness my hand and Notarial Seal.

(NOTARIAL SEAL) J. Roy Warner

My Commission Expires May 7, 1940. Notary Public.

Filed May 24" 1945.

STATEMENT OF MORTGAGE CLAIM. Book No. 706.

December 7, 1944	Amount of Mortgage Loan	$3500.00
	Less Amount paid in dues	100.44
		$3399.56
	Expense Account overdrawn	2.00
		$3401.56
	19 weeks interest to June 20, 1945 @ $4.08	77.52
	Balance due	$3479.08

PERPETUAL BUILDING ASSOCIATION

By Chas W Kern Vice-President

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT.

I Hereby Certify, That on this 15th day of June in the year nineteen hundred and forty five, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared, Charles W. Kern, Vice-President of the Perpetual Building Association, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(NOTARIAL SEAL) J. Roy Warner

Commission Expires May 5, 1947. Notary Public

Filed June 18" 1945.

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, James E. Steuart 713 Title Building, Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of June in the year of our Lord nineteen hundred and forty-five.

Whereas, the above bounden James E. Steuart by virtue of the power contained in a mortgage from Frank Culotta and Viola Culotta his wife to The Perpetual Building Association of Baltimore City bearing date the 7th day of December, 1944 and recorded among the mortgage records of Anne Arundel County, Md. in Liber J.H.H. No. 320 Folio 271 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 James E. Steuart 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 James E. Steuart has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-fact attested by its __, the day and year first herein above written.

Signed, Sealed and Delivered — James E. Steuart (SEAL)

in the presence of (CORPORATE SEAL) FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Wm. A. Nayden — By E. V. Shockley,

Attest: By D. Wladkowski — Attorney-in-fact.

Filed & Approved June 18" 1945.

REPORT OF SALE.

To the Honorable Judges of the Circuit Court of Anne Arundel County

The Report of Sale of James E. Steuart, Attorney named in Mortgage, to make sale of one acre of land and improvements in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his duties, which was duly approved and having given notice of the time, place, manner, and terms of sale, by advertisements inserted in The Southern Maryland Times, weekly newspaper published in Anne Arundel County, for more than three successive weeks, preceding the day of sale, said Attorney did pursuant to said notice on Friday, the 22nd day of June, 1945, at 3 o'clock P.M., attend on the premises and then and there sold the said acre of land and improvements to the Perpetual Building Association for the sum of Thirty-two hundred and fifty ($3250.00) Dollars, subject to the annual ground rent of Sixty Dollars ($60.00).

James E. Steuart

Attorney named in Mortgage

STATE OF MARYLAND ANNE ARUNDEL COUNTY, Set:

I HEREBY CERTIFY, That on this 26 day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared James E. Steuart, Attorney named in the Mortgage, 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) Grace R. Hartge

Notary Public.

ORDER NISI.

Ordered, this 26th day of June, 1945, That the sale of the property mentioned in these proceedings made and reported by James E. Steuart, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of July next.

The report states that the amount of sales to be $3250.00

John H. Hopkins, 3rd. Clerk.

Filed June 26" 1945

THE SOUTHERN MARYLAND TIMES ANNAPOLIS, MARYLAND.

THIS IS TO CERTIFY That the annexed advertisement of ORDER NISI was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 28th day of July, 1945, that is to say, the same was inserted in the issues of June 29, July 6, 13, 1945.

THE SOUTHERN MARYLAND TIMES

Alverda D. Lauer

Asst. Secy. -Treas.

Filed Aug. 4th. 1945.

ORDERED BY THE COURT, This 6th day of August, 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 August 6th 1945.

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL CO. CITY, Sct:

I, James E. Steuart, being duly sworn, do depose and say:

(1) That I am a resident of Baltimore City in the State of Maryland.

(2) That on behalf of the Plaintiffs in the above entitled case, I made an investigation for the purpose of determining whether Frank Culotta & Viola Culotta his wife 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.

Frank Culotta Died June 26, 1945

(3) That said defendant is about ___ years of age, leaving Viola Culotta surviving That I went to 2710 W North Ave., her last address and found she had left without leaving any address --- at _____ ------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 __* 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.

James E. Steuart

Affiant.

Subscribed and sworn to before me, a Notary Public, this 4th day of August, 1945.

(NOTARIAL SEAL)

Laura R. Jickling

Notary Public.

* Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed August 6th. 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.

August 8, 1945.

All of which is respectfully submitted.

Laura R. Jickling

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frank Culotta and wife in ac. with James E. Steuart, Attorney named in Mortgage

To Attorney for Fee	$ 50.00	$
To Attorney for Commissions	127.50	177.50
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:		
Southern Md. Times - advertising sale	12.00	
Southern Md. Times - order nisi on sale	5.00	
Southern Md. Times - order nisi on acct.	5.00	
Fidelity & Deposit Co.- bond premium	20.00	
T. C. W. Hobbs, Inc. - auctioneer's fee	15.00	

To One-half Federal revenue stamps	$ 1.93	$
One-half State revenue stamps	1.60	
Notary fees	1.00	61.53
To Attorney for Taxes, viz:		
1945 State & County taxes ($38.75 -adj.)		18.36
To Attorney for Ground rent, viz:		
Adjusted to 6/22/45		3.67
To Perpetual Building Association, mortgagee-		
this balance on account mortgage claim		2,951.19
		3,250.00
Amount of mortgage claim filed	3,479.08	
Cr. Amount allowed as above	2,951.19	
Balance subject to decree in personam	527.89	
Cr. June 22 1945 Proceeds of Sale		3,250.00

ORDER NISI.

ORDERED, This 10th 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 13th 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 13th day of September next.

John H. Hopkins, 3rd., Clerk.

Filed Aug. 10" 1945.

Space left for Publication & Ratification & Order -

GERTRUDE S. PYE, et al	:	No. 8911 Equity
vs.	:	In the Circuit Court for
RUTH V. PYE, an infant, et al	:	Anne Arundel County.

BILL OF COMPLAINT, EXHIBITS A and B and ORDER OF PUBLICATION THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Gertrude S. Pye, widow, Linwood S. Pye, single, William J. Pye and Elva Pye, his wife, Ardinelle Claus and Walter Claus, her husband, Gertrude Patton and Leonard Patton, her husband, Catherine Slocum and Richard M. Slocum, her husband, Mildred Jones and Robert G. Jones, her husband, and Miriam Pye, single, complainging shows unto your Honors:

1. That Warren S. Pye, late of Anne Arundel County, Maryland, died on March 12, 1945, intestate, seized and possessed of a certain real estate situated in the Fifth Election District of Anne Arundel County, Maryland, which was conveyed to him by Max W. J.Votel by deed dated March 22, 1937, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 160, folio 321, the original of which is filed herewith, marked "Complainants' Exhibit A", and is prayed to be taken as a part hereof, and which property upon the death of Warren S. Pye became vested in his widow, your Petitioner, Gertrude S. Pye and his children, Linwood S. Pye, William J. Pye, Ardinelle Claus, Gertrude Patton, Catherine Slocum, Mildred Jones, Miriam Pye, Ruth V. Pye, infant, Patricia Pye, infant, Warren S. Pye, Jr., infant, Samuel S. Pye, infant, Safford S. Pye, infant.

2. The real estate consists of a one story concrete block building occupied as a tavern containing four rooms and bath and one lot of approximately 75x193.45 feet.

3. That said real estate cannot be divided in kind between the parties in interest without loss or injury to their interests, and a sale thereof is necessary and to the best interest and advantage of all the parties.

4. That the Complainants have entered into an agreement whereby they agreed to convey to the Defendant John E. Hamlen the said property hereinbefore described in "Complaintants Exhibit A", and the said Defendant John E. Hamlen have agreed to purchase said property for the sum of Forty two hundred fifty dollars of which said amount one thousand dollars has been paid, and the balance of three thousand two hundred fifty dollars is to be paid on ratification of the sale by the Circuit Court for Anne Arundel County with interest at six (6) per cent which said purchase price your Orators are advised and therefore aver, is a fair and reasonable price and that it would be for the best interest and advantage both of the said infant defendants and of the other parties holding any interest in the said property, that said contract be ratified and confirmed and the Complainants file, herewith, the original contract marked "Complainants Exhibit B", and prays same to be taken as a part hereof.

5. That the Estate of Warren S. Pye is now being administered upon in the Orphans Court for Anne Arundel County and the Notice to Creditors will expire on the 17th day of September 1945 and it is apparent that the personal estate will be sufficient to satisfy all claims.

6. That the infant defendants Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr.,

Samuel S. Pye and Safford S. Pye are non-residents of the State of Maryland

To the end therefore:

1. That a decree may be passed for a sale of the real estate contracted to be sold.

2. That the contract of sale be ratified and confirmed by this Court and a Trustee be appointed for the purpose of consumating the same and transferring the estate of said infants and the other parties in interest to the Vendee.

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

May it please your Honors to grant unto the Complainants the writ of Subpoena directed to the defendant John E. Hamlin, commanding and directing him 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 also, the Order of Publication giving notice to the said Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye and Stafford S. Pye, infants, non-residents of this State, of the object and substance of this bill, authorizing and directing them to appear in this Court in person or by solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Marvin I. Anderson

Solicitor for Complaintants.

The object of this suit is to obtain a decree for a sale of the real estate situate in the 5th Election District of Anne Arundel County, Maryland, which the said Warren S. Pye, died intestate, seized and possessed.

The bill states that Warren S. Pye died intestate, seized and possessed of real estate situate in the 5th District of Anne Arundel County, Maryland consisting of a lot improved by a concrete block tavern, leaving surviving him as his heirs at law, his widow, Gertrude S. Pye and his children Linwood S. Pye, William J. Pye, Ardinelle Claus, Gertrude Patton, Catherine Slocum, Mildred Jones, Miriam Pye, Ruth V. Pye, infant, Patricia Pye, infant, Warren S. Pye, Jr., infant, Samuel S. Pye, infant, and Safford S. Pye, infant.

That the real estate cannot be divided in kind between the parties in interest without loss or injury and a sale thereof is necessary and to the best interest and advantage of all of said parties; that the Complainants have entered into an agreement to sell this property to John E. Hamlen for forty-two hundred fifty dollars and that they are advised that the price is fair and reasonable, and it would be for the best interest of the said infants and the other parties having an interest in the property that said contract be ratified and confirmed; that the infant defendants are non-residents of the State of Maryland, and ask that the sale be ratified and confirmed and for the writ of Subpoena against the resident Defendant and for an order of publication against the non-residents.

It is thereupon this 31" day of August, 1945, ordered by the Circuit Court for Anne Arundel County, in Equity, that the Complaintants by causing a copy of this order

to be inserted in some newspaper published in Anne Arundel County once a week for four consecutive weeks before the 11" day of October 1945, giving notice to the said Ruth V. Pye, infant, Patricia Pye, infant, Warren S. Pye, Jr., infant, Samuel S. Pye, infant and Safford S. Pye, infant, non-resident Defendants of the object and substance of the bill, warning her to appear in this Court in person or by solicitor on or before the 26" day of October, 1945, to show cause, if any there by, why a decree ought not to pass as prayed.

John H. Hopkins, 3rd.
Clerk of the Court

Filed August 31" 1945

EXHIBIT A WITH BILL

(INT. REV. STAMPS $2.50)

THIS DEED, Made this 22nd day of March in the year one thousand nine hundred and thirty-seven, by and between Max W. J. Votel of the County of Anne Arundel in the State of Maryland, of the first part and Warren S. Pye of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Max W.J. Votel does grant and convey unto the said Warren S. Pye, his heirs and assigns, in fee-simple, all that lot of ground situate and lying in the County of Anne Arundel, and described as follows:

BEGINNING for the same in the center of the County Road leading from the Light Street Road to Marley Bridge at the beginning of the north thirty (30) degree, east two hundred and eighty-three (283) foot line of the land which by deed dated November 30th, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W., No. 13, folio 486, etc. was conveyed by Fred Doering and wife to Max W. S. Votel and wife; and running thence bounding on the aforesaid line north thirty (30) degrees forty (40) minutes, east two hundred and twenty-three (223) feet; thence north fifty-nine (59) degrees eighteen (18) minutes west sixty-nine (69) feet; thence south thirty (30) degrees and forty-five (45) minutes , west one hundred and ninety-three and forty-one hundredths (193.41) feet to the center of the aforesaid County Road; thence bounding on the center of the County Road, south thirty-six (36) degrees twelve (12) minutes, east seventy-five (75) feet to the place of beginning.

BEING the same lot of ground which by Deed dated January 29th, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 86, folio 19, etc. was granted and conveyed by John A. Kram, Jr. et ux to Otto Vogel and Amelia Votel, his wife; the said Amelia Votel having predeceased her husband, the said Otto Votel who died in the year 1934 leaving a Last Will and Testament, duly probated in the Orphans' Court of Anne Arundel County under which the said lot of ground was devised to the said grantor. For title reference see agreement between Max W. J. Votel and Frieda A. Votel dated July 17th, 1931 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 89, folio 475, etc.

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 thereto belonging or appertaining unto and to the proper use and benefit of the said Warren S. Pye, his heirs and assigns, in fee-simple.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing, whatsoever to encumber the property hereby conveyed, that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said grantor.

WITNESS: A. Evelyn Bishop Max W. J. Votel (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of March in the year one thousand nine hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Max W.J. Votel, the above named grantor, and he acknowledged the aforegoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL A. Evelyn Bishop

Notary Public.

Filed Aug. 31th. 1945.

EXHIBIT B WITH BILL

THIS AGREEMENT, made this third day of April, in the year Nineteen hundred forty-five, by and between Gertrude S. Pye, Widow, Linwood S. Pye, single, Sgt. William J. Pye and Elva Pye, his wife, Ardinelle Claus and Walter Claus, her husband, Gertrude Patton and Leonard Patton, her husband, Catherine Slocum and Richard M. Slocum, her husband, Mildred Jones and Robert G. Jones, her husband Miriam Pye, single and Gertrude S. Pye as guardian and next friend of Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye, and Safford S. Pye, Infants, parties of the first part, hereinafter called Vendors, and John E. Hamlen, party of the second part, hereinafter called Vendee;

WITNESSETH: That the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate, lying, and being in the Fifth Election District of Anne Arundel County, Maryland, which was conveyed to Warren S. Pye by Max W. J. Votel by deed dated March 22, 1937, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 160 folio 321.

AT AND FOR THE PRICE OF Forty two hundred fifty dollars ($4250.00), of which Five hundred dollars ($500.00) has been paid prior to the signing hereof and the balance to be paid as follows: Cash upon the ratification of the sale by the Circuit Court for Anne Arundel County, with interest at six per cent (6%). It is expressly understood by the purchaser that:

1. This sale is made subject to the rights of creditors and the infant heirs and in the event the Vendors are unable to convey a good and merchantable title six months

from date, for any reason, then this contract is to be void and the deposit is to be retained by the Vendors as rent and the Vendee agrees to surrender possession of the premises on demand by the Vendors or Marvin I. Anderson, their agent.

2. The Vendors agree that Marvin I. Anderson, their agent is authorized to receive the deposit of Five hundred dollars ($500.00) and to retain same pending final settlement.

3. The Vendors agree to proceed promptly after six months to obtain Court Ratification of this contract.

4. The Vendors assume no liability or responsibility for obtaining licenses of any kind.

5. The Vendee is to have possession of the premises subject to the provisions herein set forth.

6. Taxes, insurance, and other expenses are to be adjusted as of the date of this contract.

Witness our hands and seals.

WITNESS: C. J. Whitney	Gertrude S. Pye	(SEAL)
Mrs. Jos. Vattimo	Lt.Linwood S. Pye. Gertrude S. Pye Attorney-in-fact	(SEAL)
C. J. Whitney	Sgt.William J. Pye	(SEAL)
	Elva Pye	(SEAL)
H. E Carper	Ardinelle Claus	(SEAL)
	Walter Claus	(SEAL)
L. E. Gates	Gertrude Patton	(SEAL)
L. E. Gates	Leonard Patton	(SEAL)
Mrs. W. A. Foster	Catherine Slocum	(SEAL)
	Richard M.Slocum	(SEAL)
C. J. Whitney	Mildred Jones	(SEAL)
	Robert G. Jones	(SEAL)
C. J. Whitney	Miriam Pye	(SEAL)
C. J. Whitney	Gertrude S. Pye, as next friend and guardian of Ruth V. Pye, Patricia Pye, Warren S. Pye,Jr. Samuel S. Pye and Safford S. Pye, Infants	(SEAL)
Witness: Virginia Russell	John E. Hamlen	(SEAL)

Filed Aug. 31" 1945.

ANSWER FOR JOHN E. HAMLEN

TO THE HONORABLE, THE JUDGES OF SAID COURT

The answer of John E. Hamlen to the Bill of Complaint of Gertrude S. Pye, et al, against them in this cause exhibited, respectfully shows:

That this Defendant admits the sale and purchase of the property, and consents to the passage of such a decree as may be necessary to carry out the terms of the contract.

John E. Hamlen

Filed Aug. 31st. 1945.

Affidavit of Service of Order of Publication on infant defendants.

STATE OF PENNSYLVANIA, _____ COUNTY, TO WIT:

I hereby certify that on this __th day of September, 1945, before me, the subscriber, a Notary Public for the State of Pennsylvania, in and for the County aforesaid, personally appeared Harry H. Ross, Chief Deputy Sheriff, Sheriff's Office, Doylestown, Pennsylvania, and made oath in due form of law that he served a copy of the attached Bill of Complaint and Order of Publication on Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye and Safford S. Pye, infants, on the sixth day of September, 1945, at 7.50 P.M. o'clock, at Bath Road, Bristol Township, Bucks County, Pennsylvania by reading and delivering copy of the Bill of Complaint and Order of Publication to the infants and by leaving a copy of said Bill of Complaint and Order of Publication with Gertrude S. Pye, mother of said infants.

Harry H. Ross

Chief Deputy Sheriff.

As Witness my hand and seal Notarial.

(NOTARIAL SEAL) Marian W. Brown

My Commission Expires May 1st. 1948 Notary Public

Filed Sept. 11th. 1945.

Petition for appointment of Guardian al litem and order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Gertrude S. Pye, one of the Complainants in this cause, mother of the infants, Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye and Safford S. Pye, respectfully shows:

That the said infants have been duly served with the Order of Publication as provided by law, 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.

And as in duty bound, etc.

Marvin I. Anderson

Solicitor for Petitioner

Filed Sept. 14th. 1945

ORDERED this 14th day of September, 1945, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing Petition that Elizabeth B. Basil be and whe is hereby appointed Guardian Ad Litem to appear and answer for Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye and Safford S. Pye, infant defendants in the above case.

James Clark Judge

Filed Sept. 14th. 1945.

Answer of Guardian ad litem for Ruth V. Pye, et al.

The answer of Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye and Safford S. Pye, infants, by Elizabeth B. Basil, guardian ad litem, duly appointed by

order of this Court, to the Bill of Complaint of Gertrude S. Pye, and others against them in this cause exhibited, respectfully shows:

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.

Elizabeth B. Basil

Guardian Ad Litem

Filed Sept. 14th. 1945.

Testimony on behalf of the Plaintiffs.

PRESENT:-

Mr. Marvin I. Anderson, Attorney for Plaintiffs.

Mr. John Hamlen, in person,

Infants answer filed by Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

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WITNESSES: Thos W. Davis

Thomas W. Davis, ---------- 2 to 3

C. Albert Hodges, ---------- 4

John E. Hamlen, ----------5

Gertrude S. Pye, ---------- 6 to 7

Gertrude E. Patton, ---------- 8 to 9

Thomas W. Davis, a witness of lawful age, being first duly sworn, deposes and says:- (Anderson)

1. State your name and official position, and occupation?

A. I am County Treasurer for Anne Arundel County, and also in the Real Estate and Insurance business.

2. Where is the main portion of your business conducted?

A. In the Northern section of Anne Arundel County, 5th District.

3. Are your familiar with the property owned by the late Warren S. Pye?

A. Yes I am.

4. What does the property consist of?

A. It is a one story frame building with three rooms and porch located off The Ritchie Highway between the Ritchie Highway and old Annapolis Road, the lot is approximately 75 X 193.

5. What did Warren S. Pye use that building for, if you know?

A. I think he ran a store or tavern there, he sold beer.

6. Are you familiar with the values of real estate in the 5th Election District of Anne Arundel County?

A. I have been appraising property there for the last 25 years, also for the 1st Federal Savings and Loan Association of Brooklyn about 12 years.

7. Describe the property?

A. I looked the place over, I am very familiar with the surroundings, the functional obsolesence and depreciation, caused my opinion of the value of the property, would run

around $3800 to $4000 for the house and grounds.

8. The heirs of Warren S. Pye have contracted to sell the property for $4250, in your opinion is that fair and reasonable price for it?

A. I think it is very fair, my personal opinion in the matter is it is a good price.

9. Warren S. Pye left a widow and twelve children, that, if your opinion, is the best thing to do with that property, the owner is dead of course.

A. In my opinion I would dispose of it.

10. The property cannot be divided in kind amongst those entitled?

A. You could not make a division of it.

11. You feel that it is to the best interest of all the parties that the Court ratify the Contract of Sale at $4250?

A. Yes, that is my opinion.

12. The building is 42 X 39, the approximate dimensions?

A. That's about right.

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

A. Nothing I can think of at the moment.

Thos. W. Davis.

C. Albert Hodges, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and occupation?

A. C. Albert Hodges, Annapolis, Md.; Real Estate and Property Assessor for Anne Arundel County, Real Estate Broker, I have a Broker's license.

2. Are you familiar with the value of real estate in the 5th District of Anne Arundel County?

A. Born and raised up in that section.

3. Do you know the location of the lot and building owned by the late Warren S. Pye?

A. Yes.

4. What, in your opinion, is a fair value for that lot and building?

A. I would say about $4000.

5. The heirs of the late Warren S. Pye have contracted to sell that property for $4250 to Mr. John E. Hamlen, in your opinion, is that a fair and reasonable price for that property?

A. I think a right good sale.

6. Can the property be divided in kin among the heirs as you have heard mentioned?

A. I would not think so.

7. In your opinion what is the best thing to do with the property?

A. To sell it and divide the money among those entitled.

8. Do you know what the lot is assessed for on the books of Anne Arundel County?

A. Yes, I made a memorandum of that, $1625 for the lot and buildings.

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

A. No.

C. Albert Hodges

John E. Hamlen, one of the Defendants, being first duly sworn, deposes and says:- (Anderson)

1. State your name and residence?

A. John E. Hamlen, Brocklyn RFD 1, Anne Arundel County, Md.

2. By Contract dated April 3rd, 1945, you entered into a Contract with Gertrude S. Pye and the other heirs of Warren S. Pye to purchase the property in the 5th District which was conveyed to him by Max J. Votell which property is known as "Pye's Tavern", is that correct?

A. Yes.

3. Under that contract you agreed to pay $4250 for it?

A. Yes.

4. How much have you paid on account?

A. I think $1,000 I paid on the real estate.

5. Are you ready, willing and able to comply with the terms of the contract?

A. Yes.

6. Is this the Contract which you entered into?

A. Yes.

Offered in evidence and marked Exam. Exh. No. 2. B with the Bill

7. You desire to have the Court ratify this contract?

A. Yes.

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

A. No.

John E. Hamlen

Gertrude S. Pye, the Plaintiff, being first duly sworn, deposes and says:- (Anderson)

1. State your name and residence?

A. Gertrude S. Pye, Bristol, Pennsylvania.

2. You are the widow of Warren S. Pye?

A. Yes.

3. Were you married to Mr. Pye?

A. Yes indeed.

4. Never divorced?

A. No.

5. Who are the heirs of Warren S. Pye?

A. Myself, his widow, Gertrude S. Pye, and the following children:-

Linwood S. Pye, single; William J. Pye, who is married, Elva Pye, his wife; Ardinelle Claus, married to Walter Claus; Gertrude Patton, married to Leonard Patton; Catherine Slocum, married to Richard M. Slocum; Mildred Jones, married to Robert G. Jones; Miriam Pye, single, 21 years old last December; Ruth V. Pye, single, she was 20 years on July 2, 1945. Patricia Pye, single, 16 years old; Warren S. Pye, Jr., single, 15 years old; Samuel S. Pye, single, a twin 11 years old Safford S. Pye, single, a twin, 11 years old.

allcf them are adults except Ruth, Patricia, Warren, Samuel and Safford who are infants, under twenty-one years of age.

6. When did Warren S. Pye die?

A. March 12th, 1945.

7. Did he die testate or intestate?

A. Yes he died intestate.

8. Did he own any real estate in Anne Arundel County?

A. Yes, that property out there on the Highway.

9. You and the other heirs have contracted to sell the property to John E. Hamlen?

A. You have all the signatures there on that contract filed as Exam. Ex. 2

10. Are there any other heirs of Warren S. Pye?

A. No.

11. What does this real estate consist of?

A. A lot and tavern situate in the 5th District of Anne Arundel County.

12. Is this the deed to the property you have mentioned?

A. Yes.

Deed filed as Exam. Exh. No. 1

13. In your opinion could this property be divided among the parties entitled to it?

A. No.

14. What, in your opinion, is the best thing to do with this property?

A. Sell it and divide the money among those entitled to it.

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

A. No.

Gertrude S. Pye

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

(Anderson)

1. State your name and age?

A. Gertrude E. Patton, 26 years old.

2. Do you know the parties to this suit?

A. Yes, they are my mother, and my brothers and sisters.

3. Warren S. Pye, your father, is dead?

A. Yes, he died March 12th, 1945.

4. Did he die testate or intestate?

A. Intestate.

5. Did he own any property in the 5th Election District of Anne Arundel County?

A. Yes.

6. Is this the deed for that property filed as Exam. Exh 1?

A. Yes.

7. Who are the heirs of your father, Warren S. Pye?

A. His widow, my mother, Gertrude S. Pye, and my brothers and sisters, viz:

Linwood S. Pye, single, William J. Pye, married to Elva Pye; Ardinelle Claus,

married to Walter Claus; Gertrude Patton, married to Leonard Patton; Catherine Slocum, married to Richard M. Slocum; Mildred Jones, married to Robert G. Jones; Miriam Pye, single, 21 years old last December; Ruth V. Pye, single, 20 years old on July 2nd, 1945. Patricia Pye, single, 16 years old Warren S. Pye, Jr., single 15 years old. Samuel S. Pye, single, a twin, 11 years old Safford S. Pye, single, a twin 11 years old. all of them are adults except Ruth, Patricia, Warren, Samuel and Safford who are infants under 21 years of age.

8. Are these all of the heirs of Warren S. Pye?

A. Yes.

9. What does this real estate consist of?

A. A lot of ground with a one story concrete block buildings on it approximately 75 X193, 4 rooms and bath, and used as a tavern.

10. Would it be possible to divide this property in kind among the heirs as you have given them?

A. No.

11. The heirs have entered into an agreement with John E. Hamlen for the sale of the property for $4250, is that right?

A. Yes.

12. In your opinion, is that sale to the best interest of the infants as well as the other parties to the case?

A. Yes.

13. You live in Anne Arundel County?

A. Yes.

14. And your mother and other heirs live in Pennsylvania?

A. Yes.

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

A. No.

Gertrude E. Patton

Marvin I. Anderson, Attorney-at-Law, being first duly sworn, says:-

I am the Administrator of the estate of Warren S. Pye and I have prepared a First and Final Account which I expect to file in the Orphans Court for Anne Arundel County next Tuesday, and that the personal estate as shown by the account is $5,701.67; that there is a sufficient sum to pay all debts, inheritance tax and expenses, and leave a net balance for distribution of $3,974.68. A Notice to Creditors has been given and all claims filed have been allowed in the account.

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

A. No.

Marvin I. Anderson

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 Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 30 day of November, 1945.

Jno. S. Strahorn (SEAL)

Examiner.

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above case is respectfully submitted for decree, and the 41 General Equity Rule is hereby waived.

Marvin I. Anderson
Solicitor for Plaintiff
John E. Hamlen
Elizabeth B. Basil
Guardian ad litem

Filed Nov. 30th. 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 Gertrude S. Pye, et al 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 Gertrude S. Pye, et al, and John E. Hamlen, filed with the Bill in this case, marked "Complainants' Exhibit B" and that the said property would not be susceptible of division in kind now or hereafter among those in title.

NOW THEREFORE, IT IS ADJUDGED, ORDERED AND DECREED this 4th day of December 1945, by the Circuit Court for Anne Arundel County, in Equity, that the property and land mentioned and described in these proceedings aforesaid, 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 foresaid Agreement of Sale and Purchase dated the 3rd day of April 1945, made by and between Gertrude S. Pye, et al, and John E. Hamlen, 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 purchaser, John E. Hamlen, and the said Marvin I. Anderson, upon payment of the whole purchase money mentioned in said Agreement, 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 John E. Hamlen, his heirs and assigns, the aforesaid property and land, free, clear and discharged from

all claims 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 cost 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 Forty five hundred dollars with a corporate surety or in double that amount if personal sureties be given to be approved by the Court or the Clerk thereof.

James Clark Judge.

Filed Dec. 4th. 1945.

BOND OF Marvin I. Anderson

KNOW ALL MEN BY THESE PRESENTS:

That we, Marvin I. Anderson, as principal, and the National Surety 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 Four Thousand Five Hundred ($4500.00) dollars, 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 December in the year of our Lord one thousand nine hundred and forty-five.

WHEREAS, the above bounden Marvin I. Anderson was appointed trustee by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated the 4th day of December, 1945, mentioned in the proceedings in the case of Gertrude S. Pye, et al Vs. Ruth V. Pye, an infant, et al, known as NO. 8911 EQUITY, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson 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 — Marvin I. Anderson (SEAL)

in the presence of (CORPORATE SEAL) NATIONAL SURETY CORPORATION

Marie Parlett By Marvin I. Anderson, Attorney-in-fact.

Filed & Approved Dec. 11th. 1945.

Report of Sale 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 fourth day of December, 1945, in these proceedings, to convey the property in these proceedings, ~~to convey the property in these proceedings~~ to John E. Hamlen, the purchaser, respectfully shows unto your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated the fourth day of December, 1945, appointing him Trustee to convey the property to the purchaser mentioned in these proceedings, the said Marvin I. Anderson, Trustee, duly filed his bond in the penalty of Four thousand five hundred ($4500.00) 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 11th day of December, 1945, the said Marvin I. Anderson, Trustee, duly executed and acknowledged and delivered to John E. Hamlen a deed conveying to him, the purchaser, 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, Four thousand two hundred and fifty dollars ($4250.00), together with Seventy-nine dollars and forty-five cents ($79.45) Taxes and One hundred and thirty dollars ($130.00) interest from April 3rd, 1945 on Three thousand two hundred and fifty dollars ($3250.00) which was the balance of the purchase price, the purchaser having made a deposit of One thousand dollars ($1000.00) instead of Five hundred dollars ($500.00), therefore leaving a balance in the hands of Marvin I. Anderson, Trustee, of Four thousand four hundred and fifty-nine dollars and forty-five cents ($4459.45), 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 Four thousand four hundred and fifty-nine dollars and forty-five cents ($4459.45) to be distributed among the heirs at law of Warren S. Pye, and the infant defendants herein, Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye, Safford S. Pye, 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 consideration 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 11th day of December, 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 as therein stated.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Marie Parlett

Notary Public.

Filed Dec. 11th. 1945.

ORDER OF COURT

UPON the above Report and Affadavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 13th day of December, 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: Four thousand two hundred and fifty dollars ($4250.00) interest and taxes among the heirs at law of Warren S. Pye and the infant defendants, Ruth V. Pye, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye, and Safford S. Pye, 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 December 13th. 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.

December 22, 1945.

All of which is respectfully submitted.

Laura R. Jickling Auditor

Dr. Gertrude S. Pye, Widow, et al vs. Ruth V. Pye, Infant, et al. in ac. with Marvin I. Anderson, Trustee.

To Trustee for Commissions	$ 161.40	$
To Trustee for Fee (Order of 12/13/45)	300.00	461.40
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	26.25	
F. G. Myers, Sheriff of Bucks County, Pa. costs	8.70	
Auditor - stating this account	13.50	58.45
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order Nisi (acct.)	5.00	
National Surety Corporation - bond premium	18.00	
Elizabeth B. Basil - Guardian ad litem	4.00	
John S. Strahorn - Examiner's fee	8.00	
Juliet D. Strahorn - Stenographer	5.00	
One-half Federal Revenue Stamps	2.48	
One-half State Revenue Stamps	2.10	
Marie Parlett - notary fee	.50	45.08

Balance for distribution to heirs of

Warren S. Pye, deceased - $3,894.52

DISTRIBUTED AS FOLLOWS:

To Gertrude S. Pye, widow, one-third		$1,298.17	
To Linwood S. Pye, son - one-eighteenth		216.36	
To William J. Pye, son- "	"	216.36	
To Ardinelle Claus, daughter-	"	216.36	
To Gertrude Patton,daughter -	"	216.36	
To Catherine Slocum, dauthter-	"	216.36	
To Mildred Jones, daughter -	"	216.36	
To Miriam Pye, daughter -	"	216.36	
To Ruth V. Pye, daughter -	"	216.36	
To Patricia Pye, daughter -	"	216.36	
To Warren S. Pye, Jr., son -	"	216.37	
To Samuel S. Pye, son -	"	216.37	
To Safford S. Pye, son -	"	216.37	3,894.52
			$4,458.45

Cr. Apr. 3 1945	Proceeds of Sale	4,250.00		
	Interest on deferred payment ($3,250.00) from 4/3/45	130.00	4,380.00	
	Refund 1945 taxes - adjusted to 4/1/45		79.45	
			4,459.45	

ORDER NISI.

ORDERED, This 28th day of December, 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 30th day of January, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of January next.

John H. Hopkins, 3rd., Clerk.

Filed Dec. 28th 1945.

CERTIFICATE OF PUBLICATION Annapolis, Md., January 15, 1946.

We hereby certify, that the annexed Order Nisi - Equity - 8911 Gertrude S. Pye 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 January, 1946. The first insertion being made the 29th day of December, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By G. Greve

Filed Jany. 31st. 1946.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, This 1st day of Feby. 1946, 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 Feby. 1st. 1946.

Petition and Order of Court to Deposit Infants' Funds in the Farmers National Bank, Annapolis, Md. Feby 5 1946

To the Honorable, the Judge of said Court.

The petition of Marvin I. Anderson, Trustee, in the above case respectfully shows:

That he has in hand the sum of $216.36 due Patricia Pye; $216.36 due Warren S. Pye, Jr.; $216.36 due Samuel S. Pye and $216.36 due Safford S. Pye, all of whom are infants.

That the amount does not justify the appointment of a legal guardian and the expense incident thereto.

Therefore, your petitioner prays the Court to pass an order authorizing and directing him to deposit the said sums in the Farmers National Bank of Annapolis, Maryland, in the names of each of said infants, subject to the further order of the Court.

And as in duty bound, etc.,

Marvin I. Anderson

Trustee

Filed Feby. 5th. 1946

Ordered this 5th day of February, 1946, by the Circuit Court for Anne Arundel County that Marvin I. Anderson, Trustee, be and he is hereby authorized and directed to deposit the funds due the infants mentioned in these proceedings, namely, Patricia Pye, Warren S. Pye, Jr., Samuel S. Pye, and Safford S. Pye, in the Farmers National Bank of Annapolis, Maryland, in separate accounts to the credit of said infants subject to the further order of this Court.

James Clark Judge.

Filed Feby. 5th. 1946.

In the Matter of the	:	No. 8912 Equity
Adoption of Joan Delores Wade,	:	In the Circuit Court For
an Infant.	:	Anne Arundel County

PETITION, AFFIDAVIT & ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE PETITION of Myrtle V. Wade respectfully shows:

1. That Joan Delores Wade was born on the 10th day of February, 1932, of Hazel G. Wade, who departed this life on the 18th day of March, 1937, and Lawrence M. Wade, who departed this life on the 27th day of July, 1945.

2. THAT on the 18th day of August, 1937, Your Petitioner married the said Lawrence M. Wade, now deceased, and they lived together as husband and wife until the date of his death.

3. THAT during the life of the said Lawrence M. Wade, now deceased, he had been successful in business and had accumulated a small personal estate, including real estate in this County which is valued at $5,250.00 and has provided an educational insurance policy with the Monumental Life Insurance Company of Baltimore for the Benefit of said infant child.

4. THAT the said infant child will enter the eighth grade of the Linthicum Heights Grammar School in September this year, and that she deems it advisable to make a statement as to her desire in this matter and files herewith an Assent to the adoption and prays that the same may be made a part hereof.

5. THAT the said infant child has resided with Your Petitioner for a period of five and one-half years, during which time she became very much attached and has learned to love the said infant child with great affection, and if she is permitted to adopt said child she will love, cherish, support and educate her to the best of her ability.

WHEREFORE, YOUR PETITIONER prays this Honorable Court to pass a Decree declaring the said infant child to be the legally adopted daughter of your Petitioner.

Myrtle V. Wade
Petitioner

Robert E. Kindred
Solicitor for Petitioner

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: 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 Anne Arundel County, personally appeared MYRTLE V. WADE, 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 knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public.

ASSENT TO DECREE

Since my father's death I have talked to my foster mother and her legal counsel in regard to my welfare in this matter and I thoroly understand it.

I would rather live with my foster mother than any of my relations, and I feel that my legal adoption will not only benefit me, but will be a great comfort to her whom I have learned to love with great affection, and I do hereby assent to the adoption.

Joan Delores Wade

Filed September 4" 1945.

AFFIDAVIT Certificate of Character.

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 Anne Arundel County, personally appeared Ida Heath and Gladys Stallings, of Ferndale, Maryland, who made oath in due form of law that they have been personally acquainted with Myrtle V. Wade, Petitioner, in the above cause for a long period of time, and that she is a person of excellent

character and reputation and enjoyed the same in the neighborhood in which she resides and among her associates, and that if the Court decrees the said infant child to be the legally adopted daughter of the said Petitioner, we are sure she will be able to care and provide for said child according to her station in life and continue to be a good mother; We do not hesitate to make this statement and recommend the adoption.

Ida Heath

Gladys Stallings

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred

Notary Public

Filed Oct. 9" 1945.

Petition for leave to intervene & Order of Court thereon.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Idella Garey and Arthur J. Garey, respectfully shows:

1. That they are husband and wife and residents of Linthicum Heights, Anne Arundel County, Maryland.

2. That your petitioner, Idella Garey, is the sister of Laurence M. Wade, who died July 27, 1945.

3. That Joan Delores Wade, age thirteen (13), is the daughter of Laurence M. Wade and Hazel Wade, his first wife.

4. That after the death of Hazel Wade, about eight years ago, the said Laurence M. Wade and Joan Delores Wade resided with your petitioners for about seven (7) months at Linthicum Heights, after which time the said Laurence M. Wade married again and moved with his second wife, Myrtle V. Wade, his mother and Joan Delores Wade to Garland, Anne Arundel County, where they resided until the death of the mother of Laurence M. Wade several years later. That during the life time of Mrs. Elizabeth Matilda Wade, the mother of Laurence M. Wade and the grandmother of Joan Delores Wade, she looked after the said infant and after her death, the father boarded her at different homes in the neighborhood, both the mother and father being employed and unable to look after the said infant.

5. That although the said infant spent considerable time, especially on week ends, at the home of your petitioners, after the death of her mother, upon the death of her father, Laurence M. Wade on July 27, 1945, the step mother, Myrtle V. Wade assumed full controll over said infant and her estate and has removed said infant to the home of her parents at Dundalk, Baltimore County.

6. That the said Myrtle V. Wade is employed and not in a position to look after said infant; that the home at Dundalk is inadequate to accommodate the nine people residing therein.

7. That your petitioners live in a home on the Hammond Ferry Road in Manor Heights, Anne Arundel County, by themselves; that it is convenient to the High School at Linthicum Heights; that your petitioner, Arthur J. Garey is employed and financially able and willing to support said infant and the petitioner, Idella Garey, is willing and will be able to devote her time to the care and supervision of said infant.

8. That it would be to the best interest of said infant to permit your petitioners to adopt her or in the alternative that they be awarded legal custody of said infant.

Wherefore your Petitioners ask leave to intervene in this case and that the said infant be declared the adopted child of the Petitioners or in the alternative that they be awarded the legal care and custody of said infant.

Marvin I. Anderson
Solicitor for Petitioners.

Mrs Idella Garey (SEAL)
Arthur J. Garey (SEAL)
Petitioners

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I hereby certify that on this 29th day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Idella Garey and Arthur J. Garey, her husband, and they made oath in due form of law that the matters and facts set forth in this petition are true to the best of their knowledge and belief.

(NOTARIAL SEAL)

Marie Parlett
Notary Public

Filed Sept. 29" 1945.

ORDERED this 30th day of October, 1945, that the petitioners be and they are hereby granted leave to intervene in this case and that the entire matter be and the same is hereby set for hearing on the 8th day of November 1945 at 9:30 A.M. provided that a copy of this order be served on Myrtle V. Wade or Robert E. Kindred, her attorney, on or before the 1st day of November, 1945.

James Clark

Filed Oct. 30" 1945

Service admitted. 10-30-1945.
Robert E. Kindred Atty.

Order of Court striking out Decree of October 16th 1945 19 Oct 1945

Order of Court rescinding Decree of October 16th, 1945.

The Decree in this case dated October 16th, 1945, having been inadvertently passed, it is this 19th day of October, 1945, by the Circuit Court for Anne Arundel County adjudged and ordered that the same be and it is hereby stricken out and rescinded.

James Clark Judge.

Filed Oct. 19" 1945

ORDER AND ASSENT TO THE PASSAGE THEREOF.

It is ORDERED, this 17th day of November, 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, that this case be, and the same is hereby, referred to Barbara D. Masten, a case worker in the employ of the Maryland Childrens' Aid Society, Inc., for an investigation and report with her recommendations in writing.

James Clark Judge

We assent to the passage of the above order, and agree that upon the filing of the said Barbara D. Masten's report and reccmmendations in this case, the Court may make

such use thereof as it deems proper, and in the same manner as though the matter and things therein set forth and contained were proved by competent testimony.

Myrtle V. Wade, Petitioner
Robert E. Kindred
Solicitor for said Petitioner
Idella Garey
Arthur J. Garey
Intervening Petitioners
Marvin I. Anderson
Solicitor for Intervening Petitioners

Filed Dec. 11" 1945.

REPORT OF BARBARA D. MASTEN CASE WORKER FOR THE MARYLAND CHILDREN'S AID SOCIETY

MARYLAND CHILDREN'S AID SOCIETY

To: The Honorable James Clark, Judge, Fifth Judicial Circuit, State of Maryland.

From: Maryland Children's Aid Society, Inc. 2133 Maryland Avenue, Baltimore, Maryland.
Barbara D. Masten, Case Worker.

Re: Joan Delores Wade, white, born 2-10-32.

Date and Source of Referral The case of Joan Delores Wade was referred to the Maryland Children's Aid Society on 11-17-45 by Judge James Clark, who requested at this time that a study be made of two prospective homes for Joan. This request was made as Joan's step-mother and her paternal aunt are both suing the court for her custody, her own parents both being dead.

Bowers Home Mr. and Mrs. Bowers are the parents of Mrs. Myrtle Bowers Wade, the step-mother of Joan Wade, and Mrs. Wade and Joan have been residing at the Bowers home since September.

Social Service Registration The family was registered 11-27-45 with the Social Service Exchange and was found to be unidentified.

Directions for reaching home The Bowers home is located at 7721 Norbush Avenue, Dundalk. This is a rather isolated section of Dundalk known as German Hill and is reached by going out to Eastern Avenue and turning right on the new Sparrows Point Highway. Norbush Avenue is located about five miles up this road on the left and the Bowers home is in the middle of the block.

Neighborhood Norbush Avenue is in an isolated section of Dundalk and is accessible only by car. The homes are badly in need of repair on the outside and the grounds about the home are poorly kept. There is little evidence of any care being taken of the Bowers' yard and it is extremely muddy. There are no churches in the immediate locality and the nearest High School is Sparrows Point High School which is seven miles from the Bowers home, making a long trip on the school bus every day.

Description of Home The Bowers home is a one story house and there are eight rooms on the first floor and two rooms and a bath in the basement. The eight rooms on the first floor of the household consist of a living room, dining room, a small kitchen, which is obviously not used for this purpose,four bedrooms and a small store room, which Mrs. Wade said that she and her mother planned to make into a bedroom after they dispose of

some furniture which is stored there. A basement kitchen and dining room and bathroom are located in the basement. The house is well furnished with new furniture and was immaculately clean when it was visited by worker. There are nine members in the household since Mrs. Wade and Joan returned to her parents' home and the family is rather crowded for sleeping space. Three of the bedrooms are small in size and crowded with furniture, the fourth bedroom is rather large but is occupied by three girls in the family. Joan shares a small bedroom with her step-mother.

The house is equipped with electricity and electric refrigeration and an inside bathroom.

There is no central heating plant and it was learned that the house is heated by oil burners placed upstairs and down in the basement.

Economic Status of the Family Mrs. Wade is employed at the Western Electric Plant and is classified as a Twister Operator and averages about $46.00 weekly. She pays her mother $15.00 weekly board for herself and Joan out of this amount. The father, Mr. Bowers, is employed at the Standard Oil Company at Canton as a pipe fitter and he earns $46.40 weekly; this amount was verified. Two older daughters, who live at home, are also employed and are self-supporting.

Mr. Bowers George W. Bowers was born 49 years ago in Baltimore County, Md. He lived in East Baltimore all of his life until the family moved out into the Dundalk section about 20 years ago. He has a limited education and went to work when he was very young. He and Mrs. Bowers were married about 28 years ago and had seven children, five of them are still living at home, an older daughter is married and lives away from the home and an older son was drowned. Mr. Bowers is in good health according to his family doctor, Dr. Schimunek, 842 S.East Avenue; his only complaint is bronchial asthma which is not contagious.

Mr. Bowers has been employed at the Standard Oil Company at Canton for about 25 years. The Personnel Department at this Plant said that his record was satisfactory and at the present time Mr. Bowers is losing little time, however, he has lost a great deal of time. The record showed that Mr. Bowers had lost 78 days at work in the past four years, so far he has lost only 13 days this year. The excuses given for the absences have always been acceptable to the Company.

Mrs. Bowers The mother, Myrtle Alvater Bowers was born in Baltimore County 44 years ago. She also lived in East Baltimore most of her life, until they moved to Dundalk. Her education is limited and she speaks very poor English. Mrs. Bowers stated that she has perfect control over her children and that the training of them is more or less left up to her. She would treat Joan Wade as one of her own children and would expect her to obey her and to conform to the way that the rest of the family lived.

Religion The family is Lutheran and attend the Lutheran Church on East Avenue in Baltimore. Reverend T. Lehman is the pastor there and he was contacted on 11-30-45. Mr. Lehman stated that the Bowers family were rather loosely connected with the church and that he had known them for a period of eight or nine years. He said that he had married an older daughter but could not recall whether or not he had married Mr. and Mrs. Wade. However, he said that he did bury Mr. Wade last summer. Mr. Lehman said

that he would recommend the home and that he knew nothing to the discredit of the Bowers family but he stated that he did not know the family intimately. In the event that Joan remained with the Bowers family, Mr. Lehman said that he would take a personal interest in the case and would attempt to see that the whole family had a church affiliation. He did state that he felt that Mrs. Wade should have Joan since she had been such a devoted step-mother to the child since she was five years of age.

Children In addition to Mrs. and Mr. Bowers, Mrs. Wade and Joan, there are five other children in the household. Joseph, age 16 years, is in the third year High School at Sparrows Point School. Leo, 13 years of age, is in the seventh grade in the Colgate Grammar School near the Bowers home. Lillian Age 23 years, lives at home and works at the Standard Steel Company, she plans to be married soon and to leave home at that time. May, 18 years of age, works at Lawrence's Tavern on Eastern Avenue, as a domestic. May is employed by Mrs. Lawrence and does housework in the Lawrence home which is connected with the tavern dining room, but she is not employed in the tavern or dining room as Mr. and Mrs. Lawrence employ all colored waiters in their business. Emma, age 15 years, lives at home, she stopped school last year as the result of a nervous breakdown, she had gone as far as seventh grade.

References Mrs. Bowers and Mrs. Wade gave as references, Mrs. George Lawrence, 7600 Eastern Avenue. Mrs. Lawrence was contacted on 11-29-45 and stated that she felt that Joan should be allowed to remain in the Bowers home with her step-mother since Mrs. Wade is so devoted to Joan. Mrs. Lawrence said that she employed May, the 18 year old daughter of Mr. and Mrs. Bowers, and that she could not recommend the home highly enough since she had known the family for a number of years and she felt that they had done a wonderful job in rearing their children. Worker questioned Mrs. Lawrence quite frankly as to the report that Mr. Bowers drank to excess and she said that she and her husband had known Mr. Bowers for over 30 years and did not have any knowledge of his being a habitual drinker. She said that he stopped in their establishment about once or twice weekly for a bottle or two of beer on his way home from work which she feels is not excessive drinking. Mrs. Lawrence also said that she knew that Mr. Bowers had been employed at the Standard Oil Plant for about 25 years and that this should certainly verify the fact that he did not drink too much or he could not have held his job with such a concern over a period of years if he were a habitual alcoholic.

Mrs. Lawrence also said that she felt that all the todo about Joan was entirely unnecessary and that she would recommend the Bowers home wholeheartedly as a suitable place for a 13 year old girl and also said that she felt that a child would receive excellent habit training and would make suitable contacts in this environment.

Mrs. Gladys Stallings, 305 Orchard Road, Garland Park, Anne Arundel County, was also given as a reference by Mrs. Wade, Mrs. Stallings was contacted on 11-29-45 by worker and stated that she felt that Mrs. Wade should have the custody of Joan. Mrs. Stallings has known Mrs. Wade for 8 or 9 years and has found her to be a person of fine character and honest and honorable in all respects. She does not feel that Mrs. Wade is too young to assume the entire responsibility of Joan since she has had this responsibility for a number of years.

Mrs. Stallings said that she had never visited the Bowers home at Dundalk and had not met Mrs. Wade's parents until Mr. Wade died last summer, therefore she felt that she could not recommend the home or advise that it was a suitable place for Joan. The Reverend Titus Lehman, Pastor of the Lutheran Church, was also given as a reference and the recommendation given by him is found in the foregoing record. Dr/Emanuel Schimunek, 842 S. East Avenue, was given as the family physician and when contacted stated that he was only familiar with Mr. Bowers and that there was no reason why a child should not be in his home as he was in good physical condition, aside from having bronchial asthma. The doctor said that he had had no contact with other members of the family and could give no information regarding their physical well being.

Garey Home Mr. and Mrs. Arthur J. Garey, Hammonds Ferry Road at Linthicum also are desirous of obtaining the custody of Joan Wade. Mrs. Garey is the paternal aunt of Joan and has had a very close contact with the child since the death of Joan's own mother in 1937.

Social Service Registration The family was registered in the Social Service Exchange on 11-23-45 and was reported as unidentified.

Directions for reaching home The Garey home is located on Hammonds Ferry Road, Linthicum Heights, Maryland and is reached by turning right off the Washington Blvd. at Hammonds Ferry Road, which is the road that runs parallel to the Howard Johnson Restaurant, located on the road practically at the City Line. After turning right on the road at the stop light, proceed up Hammonds Ferry Road about three miles, crossing both bridges. The Garey home is located beyond a filling station on the right hand side of the road and is the second house on the right above this filling station, this is the first settlement of houses after traveling up the Hammonds Ferry Road a distance of three miles.

Neighborhood The section of the Hammonds Ferry Road in which the Garey home is located is strictly a residential neighborhood. Most of the families who occupy the homes in this locality, own their own homes. The properties are well kept up and it is obvious that the residents of this little community take great pride in their homes and the grounds about their homes. The neighborhood is a short distance from Linthicum where it is possible to reach Baltimore by train and also is near Glen Burnie. The children in this section attend the Ferndale Grammar School and the Glen Burnie High School and there is bus service to the child's own home.

Description of Home The Garey home consists of five rooms and bath and basement. Living room, dining room, two bed rooms, kitchen and bath are located on the first floor and a basement which runs the entire length of the house. The house is lighted by electricity and is heated by a central heating plant. The home is well and tastefully furnished and was immaculately clean when visited. A child placed in the home would have a bedroom of her own.

Economic Status Mr. Garey is employed by the Federal Yeast Company at Colgate Maryland and averages around $50.00 weekly. Worker talked with Mr. John Boarn, Mr. Garey's employer, who stated that Mr. Garey had been with their concern for over 20 years and that he did not have a more trustworthy employee. Mr. Boarn went on to say

that he had found Mr. Garey to be a man of his word and that he was honest, reliable and upright in every way. There has never been any suspicion of Mr. Garey's drinking, by his employer and he told worker frankly that they would not tolerate this at their plant as their work was very particular. He also stated that he knew the situation existing between the families over the custody of Joan Wade and that he felt that the child should be placed with Mr. and Mrs. Garey as he knew the family personally and knew that they were sincerely devoted to the child and had an interest in her future development and welfare. He went on to say that he would recommend both Mr. and Mrs. Garey with no reservations whatsoever.

Mr. Garey Arthur Garey was born in Anne Arundel County 53 years ago. He went as far as sixth grade in school, stopping to go to work as ------- the was the sixth in a family of ten children. Mr. Garey has spent his entire life in the section of Anne Arundel County where he and his wife are now residing. He and Mrs. Garey were married when they were quite young and had one child, a daughter, who is now married and has a child of her own. Mr. Garey is obviously very proud of his wife and home and appears to have a real affection and sincere interest in her. Mrs. Idella Garey was born near Glenburnie 47 years ago and was also from a large family. She has spent her entire life in Anne Arundel County where she now resides. She went as far as the seventh grade in the county schools, stopping to live at home and stay with her mother. She was married at the age of 18 years and is very proud of her home, and her family. Mrs. Garey said that Joan Wade had spent a great deal of time with them for the past four or five years and that she felt that their home was the logical place for the child to live. There are a number of Mrs. Garey's and Joan's relatives who live in the immediate neighborhood and who would take a great deal of interest in the child.

Children As stated above, the Gareys have one daughter, Delores Garey Wetzel, 27 years of age, who is married and lives in Morrell Park. Prior to her marriage, Mrs. Wetzel was employed in a business office. She finished Glen Burnie High School and took a business course at Strayer's Business College in Baltimore.

References The following references were given by Mrs. Garey and were contacted. Mrs. Oliver Keeney, who keeps a small grocery store, in the neighborhood said that she has known Mr. and Mrs. Garey for a number of years. Mrs. Keeney said that she was amazed that Joan had not gone to live with the Gareys immediately after the death of her father as the child had always spent week-ends and summer vacation with her aunt and uncle and she felt that their home was the logical place for her to go. She stated that the Gareys had dealt at her store for about 15 years and she had found them to be honest, reliable people who met their obligations. Mrs. Keeney stated that she would recommend the Gareys with no reservation whatsoever and that she felt that both of them would be a fine influence for a child. Mrs. Henry Einschutz, a neighbor, living opposite the Gareys was also given as a reference. Mrs. Einschutz stated that she and her husband had known the Gareys for 17 or 18 years and she said that they too would recommend the home as they knew of nothing detrimental to their habits or character. Mrs. Howard Sensibaugh, another neighbor was visited and she stated that she had known the Gareys for a period of 10 or 12 years and she said that she felt that they would make wonderful foster parents

for Joan. She went on to say that she has six children of her own and that she thought so highly of Mr. and Mrs. Garey that she would have no compunction about placing one of her own children in their home and care. She said that they lived a very quiet life and that most of their pleasures seemed to center around visiting their relatives and neighbors in the community. She stated that she knew Joan Wade well as the child had spent a great deal of time with her aunt and uncle and that they had been sincerely devoted to her. Mrs. Sensibaugh also said that she thought Joan would be far better off where she would have the undivided attention of Mr. and Mrs. Garey than in a household of nine people. Dr. Frederic V. Beitler, Medical Arts Building, the Gareys' physician, was contacted and volunteered to write the attached letter of reference.

Religion The Gareys are Methodists and are regular attendants of the Landsdown Methodist Church. It was impossible to interview the minister as there is no regular minister at this church and the church is supplied from time to time by the Methodist Conference. Reverend H. Reck, 4203 Gelston Drive, Baltimore, was interviewed and he told worker that he had supplied the church for the past two months but did not know the Gareys personally as he had no close contacts with the family and therefore could not recommend the home.

Mrs. Mabel Clayton, a maternal aunt of Joan's was interviewed. Mrs. Clayton said that she would like to have the custody of Joan herself but that her husband operates Clayton's Cafe on the Washington Blvd., just above the Waterloo Police Station, and that she realized the court would not place a child in this surrounding. However, Mrs. Clayton stated that she lived with Joan's own mother when she and Mr. Wade were first married and in this manner became acquainted with Mr. and Mrs. Garey and knew them to be fine people. Mrs. Clayton said that she felt the logical place for Joan was with her father's own people. Mrs. Effie Dugan, another maternal aunt was also interviewed. Mrs. Dugan stated that it would be impossible for her to take Joan since she is a widow and is employed every day and has a 15 year old boy of her own to support. She said that she would be unwilling to say whom she felt should have the custody of the child since she had had no contact with the child, her step-mother or the Gareys.

Joan Delores Wade was born 2-10-32 in St. Agnes Hospital. She lived with her mother and father until 1937 at which time her mother died and Joan and her father went to live with Mrs. Garey, Mr. Wade's sister. They lived with the Gareys until August 1937 when Mr. Wade married Myrtle Bowers. Shortly after their marriage Mr. and Mrs. Wade took Joan to live with them, however, during most of their married life Mr. and Mrs. Wade were employed, usually at night, and it was necessary for Joan to board with various relatives and neighbors for four or five years prior to her father's death on July 27, 1945. Joan has spent her summer vacations for the past four years with Mr. and Mrs. Garey and according to the Gareys and their neighbors was apparently very happy with them. Joan attended the Ferndale School up to this present school year and made a splendid record there. The Principal of Ferndale School, Mrs. Anna Morton, was interviewed and stated that Joan was a fine student while she was in their school. Mrs. Morton said that she did not know Mr. and Mrs. Garey intimately but that she felt that they would give Joan a good home and also that the child would be happier going

to Glen Burnie High School with the children she had known all her life than in a strange school with strange children.

On 11-26-45 the Sparrows Point School was visited and it was learned that Joan is doing C work in all of her subjects but Mathematics in which she has a D or condition. There was also a record in the school of letters being sent to Mrs. Wade that Joan was not coming to school with her home work well prepared. Miss Hollis, Joan's home room teacher, was interviewed and said that she considered Joan a nice, well behaved child but that she could give no further information on her as she had known her such a short time. Miss Hollis did say that Joan was unusually quiet and gave the impression that she was somewhat worried.

Joan was later interviewed on this same day and was very friendly and out-going with worker. She said that she wanted to remain with her step-mother because Mrs. Wade gets her anything she wants and allows her to do as she pleases. When asked if her aunt, Mrs. Garey had also not always been good to her, Joan admitted that she had but said emphatically that she did not want to go there to live and when asked why, she could give no explanation but kept repeating that she wanted to stay with her step-mother. It was later learned from various sources, that Joan had said that she would rather be put in a foster home than to have to live with her aunt and uncle and that she would run away and return to the Bowers home if she were placed there.

Recommendation It is recommended that Joan be placed in the custody of Mrs. Arthur Garey, her paternal aunt, for the following reasons:-

1. Mrs. Garey is a blood relative of Joan and both she and her husband have a sincere interest in the future welfare and security of the child. In addition to Mr. and Mrs. Garey, there are other paternal relatives in the community with whom Joan has had a great deal of contact for several years and who are also devoted to her.

2. The Garey home is a much higher type of home physically, the living conditions are superior and Joan would receive more individual attention and supervision here. She would have the undivided attention of Mr. and Mrs. Garey, being the only child in the home, and she would occupy a room by herself. The living quarters of the Bowers home are very cramped, there being ten members in the family, and Joan is now occupying a room with her step-mother, Mrs. Wade.

3. Joan would attend the Glen Burnie High School, which is a short distance from the Garey home, transportation by bus being available from the front door to the school. She would have contacts with all of her former classmates from the Ferndale School. The Glen Burnie School offers more advantages and facilities for recreation than the Sparrows Point School which Joan now attends.

4. The location of the Garey home is not as isolated as that of the Bowers home. Churches, means of recreation and medical care are easily accessible.

5. Mr. and Mrs. Garey have had an excellent reputation in the community over a period of years and are respected and well thought of by their friends and neighbors. This background would appear to be an excellent one for an adolescent girl who heretofore had not had too much security in her life.

Barbara D. Master

Surname Garey — Man's First Name Authur

Woman's Maiden Name Wade — Woman's First Name Idella

Man Born	Color	Birthplace	Occupation
1892	W	Md.	Federal Yeast __
Woman Born	Color	Birthplace	Occupation
1898	W	Md.	Housewife

UNIDENTIFIED IN SOCIAL SERVICE EXCHANGE

Address — Nov. 24 1945

Hammond's Ferry Rd., Linthicum, Md.

Children Delores Wetzel - 1918

Inquiring Agency

Md. C.A.S.

Ellicott City, Md. — 11/23/45

SOCIAL SERVICE EXCHANGE

253 Equitable Bldg., Baltimore, 2, Md.

Surname Bowers — Man's first name George W.

Woman's Maiden Name Alvater — Woman's first name Myrtle

Date of Birth	Color	Birthplace	Occupation
Man 1906	W	Baltimore County, Md.	Standard Oil Co.
Date of Birth	Color	Birthplace	Occupation
Woman 1901	W	Baltimore County, Md.	Housewife

UNIDENTIFIED IN SOCIAL SERVICE EXCHANGE

Address — Nov. 29 1945

7721 Norbush Ave., Dundalk, Md.

Children	Date of Birth	Children	Date of Birth
Joseph	1929	Emma	1930
Geo.	1932		
Lillian	1922		
May	1927		

Inquiring Agency — Date

Md. C.A.S. — 11/27/45

SOCIAL SERVICE EXCHANGE

253 Equitable Bldg., Baltimore, Md.

Dr. Frederic V. Beitler
721-725 Medical Arts Bldg.
Baltimore-1, Md. — November 28, 1945

Miss Barbara Weston
Box 202 Ellicott City, Maryland

My dear Miss Weston:

Mrs. Arthur J. Garey, who resides on Hammonds Ferry Road, Linthicum Heights, Maryland, has asked me to furnish you with a letter of references about herself and her husband. The object of this communication is, I believe, because they have requested the adoption of a child and you wish to be assured that their home environment would be proper for a child.

I have known these people, as their physician, for many years and I have visited their home frequently in a professional capacity. Their home has always been clean and orderly and there was nothing to indicate ~~that it was~~ that it was anything but the home of two people who lived decently and within their means. I have never known either one of these people to use alcohol, although Mr. Garey frankly makes the statement that he will take a drinks if he wishes to. However, I have never seen him under the influence of alcohol. So far as I know, Mrs. Carey does not use alcohol.

From my observation they are fine people and they would be good to any children in their custody. I can certify absolutely to their honesty in so far as their financial obligations are concerned.

Very Sincerely yours,

Frederic V. Beitler

Filed Dec. 27" 1945.

EXHIBIT #1

We the undersigned residents of Anne Arundel County in the State of Maryland, do hereby certify that we are well acquainted with Idella Garey and Arthur J. Garey, her husband; that we have known them for approximately __ years and we do hereby certify in our opinion they are fit and proper persons to adopt Joan Delores Wade; that the said Idela Garey and Arthur J. Garey are residents of good standing in the community and are of good character and reputation.

I was pastor of Lansdowne Methodist Church which served this territory	Rev. H. E. R. Reck 4203 -Gelston Drive, Baltimore, 29, Md.
I have known Mrs & Mr Garey for eighteen years	Mr. & Mrs. Henry J. Einschutz Hammonds Ferry Rd. Linthicum P.O.
Have known Mr. & Mrs. Garey for 15 yrs.	Mr. & Mrs. C. C. Keeney Linthicum, Md.
We have known Mr. and Mrs. Garey for 25 years.	Mr and Mrs Wyant Linthicum Heights,
We have known Mr. & Mrs. Garey 10 yrs.	Mr.& Mrs.C.H.Sensibaugh Linthicum Heights Hammonds Ferry Road

Mrs. Gladys Stallings, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred).

1. State your name and where you live?

A. Mrs. Gladys Stallings, 305 Orchard Road,

2. How long have you lived there?

A. Nine years this coming April.

3. Are you married and live with your husband?

A. I am, I certainly do.

4. Do you live in the proximity of the Wade home? The home at Garland Park?

A. I would say about a City block.

5. How long have you known Mrs. Myrtle Wade?

A. About eight years.

6. Do you know Joan?

A. I certainly do.

7. Have you visited from time to time the Wade home?

A. I have.

8. Do you know whether or not Mrs. Wade provided for Joan in the morning while she was boarding out, do you know anything about that?

A. Exactly what she was doing in the morning I could not say, I have one nine years old and another child not legally adopted, but I have her, so I have two, and when you have two you certainly have not time to go into the neighbors.

9. Would you consider Mrs. Wade was a proper person to have custody of this child?

A. I certainly would.

10. Why do you say that?

A. I think affection is a great thing with children and I think this little girl I have is just a year older than Joan, and I have tried to be good to her, and from what I could see when I was living in Mrs. Wade's home and her husband was living that Myrtle did for Joan as I do for this little girl, I don't see anything else she could have done for her.

The child is of an age she is not helpless any more, lots of things she can do for herself, anything the child wanted and she asked for it, she always seemed to get it; she was very well dressed; she is polite and she is mannerly, and after all her mother must have had some teaching in that.

I find it hard with my two, I had to work and I had to put mine out too.

11. Would you say she was happy in that home?

A. I certainly would.

12. And well care for?

A. Yes.

13. Did you visit Mrs. Wade at Elvaton?

A. We were down there very shortly before Mr. Wade died, they spent Christmas at my home.

14. At that time when you visited Elvaton did you find that same happy condition with Joan?

A. Yes I did, she was talkative, laughing and playing around like children do, I did not see anything out of the way.

Cross Examination.

(Anderson)

1. Do you work now?

A. Not now, conditions have changed a little.

2. Do you know Mrs. Idella Wade?

A. No, I think the first time I saw her was at her brother's funeral.

3. You have never boarded out any of your children?

A. In the same circumstances as Mrs. Wade had to; children cannot be left by themselves,

and sometime circumstances are such you have to, I boarded them like she did, a woman living next door, I still fed them and washed and dressed them, I would not say "boarding them out" but was just knowing had a safe place to stay while you were not there.

OPINION AND DECREE

IN THE MATTER OF
THE ADOPTION OF
JOAN DELORES WADE, AN INFANT.

No. 8912 Equity
In the Circuit Court for
Anne Arundel County

Joan Delores Wade was born February 10, 1932, of Hazel O. Wade and Laurence M. Wade, her husband; and lived with her father, her mother and her paternal grandmother until March 18, 1937, when her mother died. Mr. Wade then took Joan and went to live with Mrs. Idella Garey, his sister. On August 18, 1937, he married Myrtle V. Wade. He set up housekeeping with her, and, after the course of a couple of months, Joan went to live with them. His mother also again became a member of his household, and continued to live with him until her death in 1939. Thereafter, the said Laurence M. Wade and Myrtle, his second wife, and Joan, continued to live together until July 27, 1945, when Mr. Wade departed this life. There were no children by the second marriage.

On September 4, 1945, the said Myrtle V. Wade filed her petition herein, praying that Joan be declared her legally adopted daughter. The Court suggested to counsel that it should have some affidavits or other proof showing that Mrs. Wade was a proper party to adopt the child, and deferred action until such affidavits, or proof, were obtained. Shortly thereafter, Marvin I. Anderson, Esquire, of this bar, advised the court that he represented certain parties who wished to contest the propriety of Joan's adoption by her step-mother, and the Court assured him that he would be given an opportunity to be heard. On September 29, 1945, Mrs. Garey and Arthur J. Garey, her husband, by Mr. Anderson, their solicitor, filed their petition herein, praying for leave to intervene, and further praying that Joan be declared their adopted daughter, or, in the alternative, that they be awarded her custody. On October 9, 1945, Mrs. Wade filed certain affidavits herein, attesting to her good character; and the matter ran along until October 16, 1945, when Mr. Anderson handed the papers to me for the purpose of having the case set for hearing. The petition filed by Mr. and Mrs. Garey as aforesaid was not in the bundle of papers he handed me, and I misunderstood the situation and passed the decree subjoined to the original petition.

When this was called to my attention on October 19, 1945, I immediately passed an order striking out and rescinding the decree so inadvertently passed; and subsequently passed an order permitting Mr. and Mrs. Garey to intervene, and setting the case for trial on November 8, 1945, at which time testimony was taken in open court and counsel heard.

The Court is accordingly asked to exercise its original jurisdiction over the custody and guardianship of this child. Infants are considered wards of chancery, and courts of chancery, independent of statute, in the exercise of the right of the State as parens patriae, have jurisdiction to control and protect them. This jurisdiction is inherent, but, in Maryland, it is, as well, conferred by statute. (Code, Article 16, Section 78 to 85, both inclusive; Article 72A). Regardless of the method employed to get the in-

fant before the Court, the Court's function is the same; it must act upon one consideration, and one consideration only, namely, the best interests of the child.

Possibly the latest, and certainly one of the best discussions on the subject, is that by Judge Melvin, in Dietrich Vs. Anderson, Daily Record, July 11, 1945; and, as the facts of that case are quite similar to this, I take the liberty to quote therefrom at some length. There he said:

"This construction (that the best interests of the child was the Court's primary consideration) not only applies in cases of dispute between parents as to the custody of their children, but applies to all cases where those interests are in jeopardy. This policy of the law could hardly be expressed with more clarity or emphasis than in the case cited in Kartman vs. Kartman, 163 Md. 19, 22, namely, Re:Petition of Frank B.Bort, 25 Kan. 308: 'When the custody of children is the question ... the best interest of the children is the paramount fact. Rights of father and mother sink into insignificance before that. Even when father and mother are living together, a court has the power, if the best interests of the child require it, to take it away from both parents, and commit the custody to a third person. In other words, a court of chancery stands as a guardian of all children, and may interfere at any time and in any way to protect and advance their welfare and interests.'"

The opinion from which the above quoted excerpt was taken was written by Justice Brewer later of the Supreme Court of the United States.

It is true that Judge Melvin was speaking only of custody, but the same principles apply to an adoption case, except only that the Court seldom permits adoptions over the protest of the natural parents, if either be living (Connelly vs. Jones, 165 Maryland 544; Alston vs. Thomas, 161 Maryland 617; and the article on Adoption in VII Maryland Law Review, 275, 297-301). But here, there are no natural parents, and the statute (Article 16, Section 78) expressly imposes on the Court the duty of being satisfied "that the best interests and welfare of such child will be thereby promoted" (by the adoption).

Mrs. Wade is the daughter of George W. Bowers and Myrtle Alvater Bowers, his wife, who live and own their home at No. 7721 Norbush Avenue, Dundalk, Baltimore County. Mr. Wade was a native of Anne Arundel County, and has numerous relatives in the Linthicum section thereof. During their married life they lived in close proximity to that neighborhood and Joan saw considerable of her father's people. As heretofore stated, when her mother died her father took her to Mrs. Garey's and she lived there seven months.. Even after her father and the second Mrs. Wade set up housekeeping and Joan went to live with them, she spent all her weekends and holidays at Mrs. Garey's. After Mr. Wade's death, Joan's visits to her father's people practically ceased, and within a few days of the filing of her petition herein, Mrs. Wade closed up her home in Anne Arundel County and went back to Dundalk to live with her parents and took Joan with her.

When it developed, on the first day of the trial, that Mrs. Wade had gone back to Dundalk to live, and proposed to rear this child in her mother's home, the Court adjourned the case for a week in order that Mrs. Bowers might be produced as a witness,

and the Court thereby enabled, by personal observation, to form those impressions which while hard to explain, are invaluable in cases of this kind.
The Court also talked with the child out of the presence of the parties to the suit, and had an investigation and report made by Miss Masten, of the Maryland Children's Aid Society, Inc., a trained social worker and an exceptionally competent investigator. It is apparent that Mrs. Wade is not on very friendly terms with her late husband's relatives. Just what caused this does not definitely appear; but is is certain that considerable coolness exists. The testimony was, however, free from those charges and recriminations which are so frequent in cases of this kind.

This child is well mannered, polite and well dressed, and has unquestionably been well raised. After her mother died, her father took her to Mrs. Garey's to live. After five months elapsed he remarried. He left Joan with Mrs. Garey two months more. When he established another home his mother went to live with him (as she had formerly done), and seems to have taken care of Joan until her death two years later. Since then, Joan has made her headquarters at her father's home, but spent her weekends and holidays with Mrs. Garey.
Both Mr. and Mrs. Wade worked and their shift was from four in the afternoon to midnight. Joan went to school each day. Mrs. Wade made an arrangement with first one and then another neighbor for Joan to go to the neighbor's house when she came home from school, get her supper and sleep there, and then in the morning come home for breakfast and go to school. At the end of the week and on holidays, as heretofore stated, she went to Mrs. Garey's. Mrs. Wade accordingly had little time to spend with her; hardly enough, I am afraid, to have left its imprint on her character.

According to Miss Masten's report, Mr. Bowers is forty-nine years old, and was raised in East Baltimore and lived there until he took his family to Dundalk about twenty years ago. He is of limited education and went to work when he was very young. He and Mrs. Bowers have seven children, five of whom are at home. He has been working for the Standard Oil Company for about twenty-five years.
Mrs. Bowers is forty-four years old. Her education is limited and she speaks poor English. In addition to Mr. and Mrs. Bowers, Mrs. Wade and Joan, there are five other children in the household, namely, Joseph, age sixteen, who is in the third year at the Sparrow's Point High School; Leo, age thirteen, who is in the seventh grade at the Colgate Grammer School; Lillian, age twenty-three, who works for the Standard Steel Company; May, age eighteen, who works as a domestic for a Mrs. Lawrence, the wife of a tavern keeper; and Emma, age fifteen, who stays at home, having suffered a nervous breakdown after she had gone as far as the seventh grade in school. Mrs. Wade is still working for the Western Electric Company on the four to midnight shift.
She is a Twister Operator, and makes $46.00 a week; but, according to her own testimony, has little, if any, chance of advancement.

Norbush Avenue, where the Bowers home is located, is in an isolated section of Dundalk, and the only transportation facilities are the street cars. The homes there, according to Miss Masten, are badly in need of repair on the outside, and the grounds around them are poorly kept. Miss Masten found the Bowers yard extremely muddy.

The Bowers home is a one story house, with eight rooms on the first floor, and two rooms and a bath in the basement. The house was well furnished and Miss Masten found it "immaculately clean". The family is rather crowded for sleeping space. Joan shares a small bedroom with Mrs. Wade. There is no central heating plant, and the house is heated with oil burning heaters.

The Garey home is on the Hammond's Ferry Road, at Linthicum Heights, this county, in a strictly residential neighborhood. Most of the residents of that community own their own homes and the properties are well kept up and Miss Masten says that "it is obvious that the residents of this little community take great pride in their homes and the grounds about their homes". Good schools are nearby and travel accomodations are good. This home has a central heating plant and was "immaculately clean". Mr. and Mrs. Garey have one daughter who is married; and who has a child of her own. If Joan's custody is awarded them, she will have a bedroom to herself, with the use of a bath on the same floor. Mr. Garey works for the Federal Yeast Company and makes about $50.00 a week ($43.20 after deductions).
He has been with that concern for over twenty years and is considered one of its most trustworthy employees. This home is owned by Mr. and Mrs. Garey and is unincumbered.

While the things I have heretofore mentioned, as well as the things I shall hereinafter discuss, are entitled to consideration, none of them alone may be said to be controlling. In fact, there is hardly any one thing which of itself can be said to control the determination of cases of this character. All things must be considered and evaluated. If Mrs. Wade were the mother of this child, I could not justify my action in depriving her of her custody (De-Angelis vs. Kelley, Daily Record, January 16,1945; Cockerham vs. Children's Aid Society, Daily Record, July 6, 1945). There is nothing to indicate that she is not a fit person to rear a child.
But she is not this child's mother, nor is she her natural guardian (Sudler vs. Sudler, 121 Maryland 46), and she has no better claim than Mrs. Garey.

I was very much impressed by Mrs. Garey. She was well dressed, motherly looking, and, what is most important, had an air of refinement about her which, while hard to explain, leaves its imprint on one's impressions. The impression which I gained by my personal observation is borne out by Miss Masten's investigation. Mrs. Garey bespeaks the environment in which she lives, the environment in which I think this child is entitled to be reared, the environment in which I think Laurence Wade would have wanted her brought up. After all, Mrs. Wade is of no blood relationship to this child, and Mrs. Garey is, and "blood is thicker than water".

Mrs. Wade appears at this time deeply attached to this child, and Joan seems to reciprocate her affection. I, however, am not certain that this will last. Mrs. Wade is an emotional woman (at least that is the way I sized her up), and both she and Joan have undoubtedly been deeply affected by the loss of her husband and Joan's father. They, accordingly, possibly now think they love each other a lot more than they actually do. This Court, however, must deal in realities, and, above all, must be practical. Its experience teaches it that time is the great dissipator of grief, and that, with its flight, that which, under emotional circumstances, sometimes seems deep seated

affection, turns out to be nothing but passing fancy. This may not be so in this case; I make no claim to clairvoyancy. But it must be remembered that Mrs. Wade is a young woman of only twenty-seven years, and, in the nature of things, will probably remarry. Will her love for Joan continue if she does? Or will the new husband succeed to the first place in her affections? No one can answer those questions with certainty; one man's guess is as good as another's. But this Court's duty is clear. If it must decide between two courses, one of which seems to lead to a certainty, and the other to an uncertainty, it must adopt the former. And that is just where the answer to this problem lies. If I award this child's custody to Mrs. Garey, she will be assured of a comfortable home with intelligent companionship and understanding leadership, in an environment and neighborhood which is unquestionably superior to the environment and neighborhood in which she is now living; and I feel that she is entitled to all that. My own personal observation, as well as Miss Masten's investigation, indicated that this is correct. On the other hand, if I leave this child with Mrs. Wade, she will be reared with people who are strangers to her blood, in an environment which is not as good as she has been used to, and not as good as she is entitled to, and always with the uncertainty hanging over her that Mrs Wade may remarry and again throw her life into confusion. Of course, if Mrs. Wade does remarry, her husband may be delighted to help her rear Joan and be an excellent foster father. On the other hand, he may not. Women with the very best intentions have been known to make mistakes in picking a husband.

As heretofore indicated, this child is polite, well mannered, well dressed and attractive. Mrs. Wade may or may not be responsible for this. She has seen so little of this child, that I cannot believe she is entitled to all the credit. Joan has spent a very considerable part of the last eight years with Mrs. Garey; and the neighbors whom Mrs. Wade got to keep her at nights, and the children with whom she played, undoubtedly had some influence. Then there is another thing. Joan has not been doing as well at school this year as she did in previous years. Whether this is because she had no one to help her prepare her lessons or for some other reason does not definitely appear. My guess, however, is that with Mrs. Wade working at night, and several other young people in Mrs. Bowers' home, there are other things which Joan prefers to do instead of studying her lessons. If she is placed in Mrs. Garey's custody, she will have an opportunity to go to the Glen Burnie High School and again be thrown with the friends she made while living in Anne Arundel County. Miss Masten refers to this in her report. Mr. Wade caused most of his property to be placed in his and Mrs. Wade's names, as tenants by the entireties, and Mrs. Wade now has the proceeds of the sale thereof. She says she intends to use at least a part thereof for Joan's benefit. She may intend to do this now, but whether she will have the same idea after a couple of years is another question. There are also some insurance policies which are referred to in the testimony as having been carried for Joan's education. They would, however, not provide much in the educational line. They are nothing but industrial policies on Joan's life, with Mrs. Wade as beneficiary, and if cashed in now or within the next few years, would be worth only a few hundred dollars. I do not attach much importance to them. In any event, these policies, as well as the proceeds of the property heretofore mentioned, belong to Mrs. Wade and there is nothing I can do about them. If she wants to contribute to Joan's higher

education, she, of course, can do so, regardless of where her custody is placed. Mrs. Garey's own daughter graduated from the Glen Burnie High School, then took a course at Strayer's Business College, and prior to her marriage, worked in a business office. I am confident that she will give Joan every advantage she gave her own daughter.

The most troublesome angle to this case is that Joan says she wants to live with her stepmother. She is nearly fourteen years old, and, while her wishes are not controlling, they are entitled to consideration (Article 16, Section; 78 Waller vs. Ellis, 173 Maryland 72; Young vs. Weaver, Daily Record, December 18, 1945). Joan told Miss Masten that this was so because Mrs. Wade "gets her anything she wants and allows her to do as she pleases". This may seem a good reason to a girl who has not yet attained her fourteenth birthday, but it does not appeal to this Court. For a child to be raised on what has been called "the self-determination plan" is, in this Court's opinion, about the worse thing that can happen. I hardly think that Mrs. Wade allows Joan "to do as she pleases"; but on the other hand, it is an indication of the direction in which the wind blows. Mrs. Wade works five nights each week until twelve o'clock. She cannot give this child the personal attention she deserves and is entitled to. Mrs. Bowers has her own work to do, and Joan is not her flesh and blood. The other girls in the household have their own interests. Joan is, consequently, neglected, or certainly not looked after as carefully as she should be looked after. Perhaps this has something to do with the fact that she has been slipping in her studies. I do not know; no one does. But I do believe that Mrs. Garey will give her better attention. She is this child's father's sister; her mother (this child's grandmother)is the same woman who lived with Laurence Wade and took care of this child until her death; she is proud of her family and her home; and above all, she has that intangible something which is hard to explain, but which my common sense and experience in life tells me will, if this child is committed to her custody, take her future out of a realm of uncertainty and, as far as it is humanly possible to predict, assure her future wellbeing.

There is, of course, the possibility that a child the age of Joan will resent being taken from the custody of one with whom she wants to stay, and placed in the custody of another, contrary to her wishes; but I do not think that will happen in this case. If it does, the resentment will not last long. I cannot believe that her affection for Mrs. Wade and her liking for the environment in which she has been cast is so strong that, after a little while, she will be unable to appreciate a better home, and resist the motherly love and affection which I am sure Mrs. Garey will bestow on her. I want her to know that what I am doing is done for her own good, and, while she may disagree with me now, I am certain that in the years to come, when she has more experience in life and is the better able to evaluate such situations, she will see this matter as I see it and thank me.

I am not unmindful of the words of Mr. Justice Brewer in Chapsky vs. Wood, referred to by Judge Melvin in Dietrich vs. Anderson, supra, namely, "It is an obvious fact that the ties of blood weaken and the ties of companionship strengthen by lapse of time". I admit that; but that is not this case. Here this child's companionship with her stepmother has not continued long enough, nor been close enough for a lasting

impression - an impression on which this Court can hang its faith - to have been formed, and, as above indicated, whatever impressions have been formed have been formed under such stress that they may be better ascribed to the emotions than to a deep seated love and affection. Ties of companionship based on emotional stress are fleeting things; ties of blood based on love of home and pride of family are more substantial, more lasting; and the thing I am looking for is this child's future security.

Some of the people interviewed by Miss Masten and some of the witnesses who testified, thought that Joan's custody should be awarded Mrs. Wade and some thought that Mr. and Mrs. Garey were entitled thereto. Opinions are worth just what the facts on which they are based are worth - no more, no less. The facts stated by the persons who thought Mr. and Mrs. Garey were the proper persons seemed to be based on a little better understanding of the real situation than the facts stated by the persons who thought the custody should be awarded to Mrs. Wade, and I think are entitled to a little more weight. In any event, they did not influence me in arriving at my decision; they only confirmed my confidence in the correctness thereof.

At the trial considerable stress was laid on the fact that Mrs. Wade stated that she proposed having Joan attend the Lutheran Church, while her father's people had always been Methodists. I am not impressed with that. I do not think it makes much difference which church Joan goes to, provided she goes to some. There is good in all churches. Maryland was founded on religious tolerance. It was early written in our Declaration of Rights: "That as it is the duty of every man to worship God in such manner as he thinks most acceptable to Him, all persons are equally entitled to protection in their religious liberty". And in Watson vs. Jones, 13th Wallace 679, 20 Lawyers' Edition, 666, the Supreme Court enunciated a principle which is as applicable here as it was in the controversy then under discussion: "In this country the full and free right to entertain any religious belief, to practice any religious principle, and to teach any religious doctrine which does not violate the laws of morality and property, and which does not infringe personal rights, is conceded to all. The law knows no heresy, and is committed to the support of no dogma". No child ever suffered by going to church; only those suffer who do not go. I am, however, impressed by the fact that, according to Miss Masten's report, Mrs. Wade does not seem to have taken any very definite steps to have Joan attend any church. According to the Reverend Mr. Lehman, the Pastor of the Lutheran Church on East Avenue in Baltimore, which the Bowers family claims to attend, they were only "loosely connected with the church", and while he had known them some eight or nine years, he did not seem to know much about them. On the other hand, the Gareys are regular attendants of the Lansdowne Methodist Church.

While I feel that I must award the custody of the child to Mr. and Mrs. Garey, I do not feel that I can go to the extent of allowing them to adopt her at this time. The Code (Article 16, Section 78) expressly inhibits the passage of a decree for the adoption of a child, unless the child, if of sufficient intelligence and capacity to give an understanding assent, shall so desire. This child has not expressed a desire to be adopted by Mr. and Mrs. Garey, and, in the absence thereof, I do not think I should take such a far-reaching and irrevocable action.

27 December 1945 James Clark Judge

This case coming on for hearing and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is thereupon, this 27th day of December, 1945, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED, that the guardianship and custody of the said Joan Delores Wade be, and the same is hereby, awarded to the intervening petitioners, Idella Garey and Arthur J. Garey, her husband.

And it is further ADJUDGED, ORDERED and DECREED, that so much of the petition of the said Idella Garey and Arthur J. Garey, as prays that the said Joan Delores Wade be declared their adopted child be, and the same is hereby, dismissed, without prejudice to the right of the said Idella Garey and Arthur J. Garey, or either of them, to renew their application at some future time.

And it is further ADJUDGED, ORDERED and DECREED, that the petition filed by the said Myrtle V. Wade herein on September 4, 1945, be, and the same is hereby, dismissed, without prejudice to the right of the said Myrtle V. Wade to renew her said application at some future time.

And it is further ADJUDGED, ORDERED and DECREED, that this Court expressly retains jurisdiction over the custody and guardianship of the said Joan Delores Wade, and that so much of this decree as awards such guardianship and custody to the said Idella Garey and Arthur J. Garey, is expressly declared to be subject to the further order of this Court in the premises.

And it is further ADJUDGED, ORDERED and DECREED, that the said Idella Garey and Arthur J. Garey pay the costs of this case.

James Clark Judge.

Filed December 27th. 1945

ORDER 15 May 1946

ORDERED this 15 day of May 1946

THAT MYRTLE V. WADE, be and she is hereby granted the right to withdraw Plaintiff's Exhibits Nos. 2, 3, and 4 from the above Equity papers, being Monumental Life Insurance Company's Policies Nos. 1342590, 1342591 and 106771, Joan D. Wade, insured, Myrtle V. Wade Beneficiary, upon replacing same with photostatic Copies thereof.

William J. McWilliams A.J.

THESE COPIES FILED WITH OTHER PAPERS IN THIS CASE.

Mary Anna Durham, Joseph Franklin Dawson, Henry Allan Dawson, Richard Wier Dawson and Homer Elwood Dawson

Vs.

Marvin Clifford Dawson, Fletcher Lee Father and Prochein Ami of Roland Fletcher Lee, Infant, and Mary Anna Durham, Administratrix of the Estate of Isabella Dawson.

No. 8913 EQUITY

IN THE CIRCUIT COURT

For

ANNE ARUNDEL COUNTY.

BILL OF COMPLAINT ASKING FOR TRUSTEE TO SELL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, by their attorney, Wilbur R. Dulin, complaining say:

1. That on the 13th day of November, 1944, Isabella Dawson, late of Anne Arundel County, died intestate seized of the following property:

(a) Three (3) acres of ground, more or less, in fee simple, in the First Election District of Anne Arundel County, which was obtained from a Deed from Thomas H. Gaither, Jr., of Howard County, Maryland, to Isabella Dawson, dated the 31st day of August, 1892, and recorded in the Land Records of Anne Arundel County in Liber S.H. No. 41, folio 670; the original of which is attached hereto and marked Exhibit "A";

(b) One-eighth (1/8) acre of land, more or less, in fee simple, in the First Election District of Anne Arundel County, which was obtained from Thomas H. Gaither, Jr., by Isabella Dawson by Deed dated on the 18th day of June, 1898, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 177, the original of which is attached hereto and marked Exhibit "B";

(c) Three and one-half ($3\frac{1}{2}$) acres of ground, more or less, in fee simple, in the First Election District of Anne Arundel County, which was obtained from J. Henry Wier, single, by Isabella Dawson, by a Deed dated on the 30th day of November, 1917, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 149, folio 8, the original of which is attached hereto and marked Exhibit "C"; saving and excepting therefrom one (1) acre of ground; more or less, which were sold by the said Isabella Dawson to Henry Allan Dawson by Deed dated on the 13th day of November, 1925, and recorded in the Land Records of Anne Arundel County in Liber W.M.B. 17, folio 369; and saving and excepting therefrom one (1) acre of ground, sold by the said Isabella Dawson to Homer Dawson by Deed dated on the 28th day of September, 1928; and recorded in the Land Records of Anne Arundel County in Liber F. S. R. 39, folio 259.

2. That the said Isabella Dawson left surviving her six children, to wit: Mary Anna Durham, Joseph Franklin Dawson, Marvin Clifford Dawson, Henry Allan Dawson, Richard Wier Dawson, and Homer Elwood Dawson; also the child of a deceased daughter, Edma May Lee, to wit: Roland Fletcher Lee, born April 6, 1931, all of whom have an interest in the properties of which the said Isabella Dawson died seized;

3. That Mary Anna Durham is now the Administratrix of the Estate of Isabella Dawson and has an interest in the above-mentioned properties to the extent of the debts owed by the said deceased mother, for which there is no money to pay said debts;

4.That the property mentioned as aforesaid is not susceptible of partition and it would be to the best interest, benefit and advantage of the said infant, Roland Fletcher Lee, as well as all the other parties to these proceedings, that the property aforesaid be sold and the proceeds distributed under the direction of this Court;

5. That the said real estate which descended to the heirs aforesaid as tenants in common will not admit of being divided, nor is it susceptible of partition among the parties entitled thereto, as aforesaid, without great loss and injury to the said heirs, and in order to make a division of said property equitably, it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties according to their several interests; and

6. That there is not sufficient money to pay debts and costs of administration of the Estate of the said Isabella Dawson and it is necessary that the said real estate be sold for this reason, as well as those hereinbefore mentioned.

TO THE END THEREFORE:

A. That a decree may be passed for the sale of the aforesaid real estate;

B. That the proceeds from the said sale may be distributed to your Orators and to the Defendants and to /the Guardian of the infant, Roland Fletcher Lee, and to the Administratrix of the Estate of Isabella Dawson, according to their respective rights and interests; and

C. That a Trustee be appointed by this Court for the purpose of selling, either by public or private sale, the hereinbefore described property, so that the proper costs, distribution and interest of the said parties hereto may be made; and

D. Such other and further relief as your Orators' case may require.

May it please your Honors to grant unto your Orators a writ of sub poena, directed to the said Marvin Clifford Dawson, Fletcher Lee, prochein ami and guardian of the said infant, Roland Fletcher Lee, and Mary Anna Durham, Administratrix of the Estate of Isabella Dawson, commanding them to be and appear in this Court on some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Wilbur R. Dulin,

Solicitor for the Complainants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 31st day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared the above-named Wilbur R. Dulin 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 his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Annie L. Bates

Notary Public

Filed Sept. 4" 1945.

EXHIBIT "A"

THIS DEED, made this thirty-first day of August in the year eighteen hundred and ninety-two, by Thomas H. Gaither, Jr., of Howard County in the State of Maryland;

WITNESSETH: that in consideration of the sum of One Hundred and Twenty-five Dollars, the said Thomas H. Gaither, Jr., does grant unto Isabella Dawson of Anne Arundel County, in the State of Maryland, her 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 in the State of Maryland, and described as follows, to wit:-

Ex

BEGINNING for the same at a stone being at the end of the divisional line between the land of Thomas H. Gaither, Jr., and the heirs of __ Jones, at a point on Cadell's Creek, and running from thence the reverse of said line, South eighty-nine degrees twenty-one minutes East, forty-one and one-half perches to a stone and stake on the West side of the road leading to Scrabbletown, thence with the West side of said road North thirty-six degrees East eight and one-half perches to a stone and stake on the West of aforesaid road; thence leaving said road and running from thence North seventy-six degrees thirty minutes west thirty and one-half perches to a stone and stake near the margin of said creek; thence continuing same North seventy-six degrees thirty minutes West one-quarter of a perch to the margin and low tide line of said creek; thence with the same South thirty-nine degrees thirty minutes West one and one-quarter perches, South sixty-three degrees fifteen minutes West two perches, South fifty-one degrees West seven and eight-tenths Perches, South Sixty-seven degrees forty minutes West five and two-tenth Perches, South fifty-six degrees fifteen minutes West four and nine-tenths perches; thence South forty degrees fifteen minutes East sixteen-twenty-fifths perches to the place of beginning; containing and now laid out for three acres of land more or less.

BEING a part of a tract of land described in a deed from Sophia B. Gaither to Thomas H. Gaither, Jr., and recorded among 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.

TO HAVE AND TO HOLD the 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 Isabella Dawson, her heirs and assigns in fee simple.

AND THE said Thomas H. Gaither, Jr., covenants that he will warrant specially the property hereby granted, and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said grantor.

Test: Robert A. Thursty Thos. H. Gaither, Jr. (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, set:-

I hereby certify that on this Thirty first day of August in the year eighteen hundred and ninety-two, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, personally appeared Thomas H. Gaither, Jr.

the grantor in the aforegoing deed, and acknowledged the same to be his act.

Robert A. Thursty J.P.

No. 761

State of Maryland, Baltimore City, Sct:

I HEREBY CERTIFY, That Robert A. Thursty 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 of Baltimore City, this 31 day of August, A.D. 1892.

(COURT SEAL) Jas Bond

Clerk of the Superior Court of Baltimore City.

Received for Record 7" September 1892 & same day recorded in Liber S H No 41 Folios 670 &c Land Records of Anne Arundel County

S Harwood Clk.

Filed Sept. 5" 1945.

EXHIBIT "B".

THIS DEED, Made this Eighteenth day of June in the year one thousand eight hundred and ninety eight by Thomas H. Gaither Jr. of the City of Baltimore State of Maryland Party of the first part, and Isabella Dawson of the County of Anne Arundel, also of the same State; Party of the second part.

WITNESSETH, that in consideration of the sum of one dollar paid by the Party of the said second part, to the Party of the first part at the ensealing and delivery of these presents, the said Party of the first part do grant unto the Party of the second part Isabella Dawson of the aforesaid County and State her heirs and assigns, forever in fee simple, all of that piece or parcel of ground situate, lying and being in the 1st Election District County of Anne Arundel aforesaid, and described as follows, to wit: Beginning for the same at a boundary stone, at the end of the 1st line of Mrs Isabella Dawsons land, and thus S. 86° 21' E 1 8/10 P. to a stake at the corner of the School House Lot in Scrabbettown, & and with the same N. 36° E. 14½P. to a bounded Pine tree then N. 86° W. 1 8/10 P. to a stake and then with Mrs Dawsons line S. 36° W. 14½ P. to the beginning containing and now laid out for one eighth (1/8) of an Acre of land. The above piece or tract of land, is a part of a tract called Harwood, situated in the First Election District of Anne Arundel County near the Village of Scrabbletown, adjoining on the one side, by Mrs Isabella Dawsons Land & the School House Lot on the East side, it being used for a year or more as a Publick Road, it now being changed the Commissioners of Anne Arundel County haveing laid out and established a Publick Road on the opposite side of the said School House Lot

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

To Have and To Hold, the above described 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 Isabella Dawson in fee simple.

And the said Thomas H. Gaither Jr. whose name is attached below doth covenant that he will warrant specially the property hereby granted unto the said Isabella Dawson and that he will execute such further assurances of said Land as may be requisite.

Witness my hand and seal

Test: Murray Hanson Thos. H. Gaither Jr. (SEAL)

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, that on this Eighteenth day of June in the year one thousand eight hundred and ninety eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas H. Gaither Jr. and and acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal

(NOTARIAL SEAL) Murray Hanson

Notary Public

Received for Record 11" October 1898 at 10 o'clock A.M. & same day recorded in Liber G W No 11 folios 177 &c Land Records of Anne Arundel County

Geo Wells, Clk

Filed Sept. 5" 1945.

EXHIBIT "C"

THIS DEED made this 30th day of November, 1917, by and between J. Henry Wier, single, party of the first part, of Mobile County, Alabama, and Isabella Dawson, party of the second part, of Anne Arundel County, Maryland, Witnesseth:-

THAT for and in consideration of the sum of Five dollars ($5.00), and other good and valuable consideration, paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns,

All that lot of ground situate on the west or northwest side of the public road leading to Scrabbletown, now called Mayo, in the First Election District of Anne Arundel County, Maryland, and described as follows:-

Beginning for the same at a bounded stone on the west side of the public road leading to Scrabbletown and at the end of the second line of the lot of ground owned by Mrs. Isabella Dawson, and running from thence with the west side of said road north, 36 degrees, east, 5.2 perches to a stone on the west side of said road; and from thence still with the west side of the aforesaid road north, 18 degrees, 15 minutes, east, 13.7 perches to a stone; thence leaving said road and running north, 76 degrees, 30 minutes, west, 27 3/4 perches to a stone on the east side of "Cadles Creek"; thence with the margin and tide water of said Creek the following: south, 51 degrees, west, 1 3/4 perches; south, 27 degrees, west, 2.8 perches; south, 23 degrees, 50 minutes,

west, 8.7 perches; south, 39 degrees, 30 minutes, west, 5 3/4 perches to the end of the third line of the aforesaid Dawson's lot; thence leaving said Creek and running reverse of said line south, 76 degrees, 30 minutes, east, 1/4 perches to a stone; still reversing said line and continuing said course south, 76 degrees, 30½ perches to the beginning stone; containing and now laid out for three and one-half acres, more or less. It being the same lot of ground which was conveyed to the said J. Henry Wier by Thomas H. Gaither, Jr., by deed dated the 5th day of September, 1893, recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 44, folio 542.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Isabella Dawson, her heirs and assigns, forever, in fee-simple.

AND the said J. Henry Wier hereby covenants that he will warrant specially the property, hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

Witness the hand and seal of the said grantor.

Test:- J. M. Ladd J. Henry Wier (SEAL)

State of Alabama, County of Mobile, to-Wit:

I hereby certify, that on this 30th day of November, 1917, before me, a Notary Public of the State of Alabama, in and for the County aforesaid, personally appeared J. Henry Wier, single, and acknowledged the aforegoing deed to be his act.

Witness my hand and notarial seal.

(NOTARIAL SEAL) William J. Young

My commission expires March 1919. Notary Public Mobile County, Ala.

Received for Record 10 day of Dec. 1917, at 2:15 o'clock A.M. and same day recorded in Liber G.W. No. 147 Folio 8 Land Records of Anne Arundel County.

Geo. Wells Clerk.

Filed Sept. 5" 1945.

Answer of Marvin Clifford Dawson to Bill of Complaint.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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Now comes Marvin Clifford Dawson, by Louis M. Strauss, his Solicitor, and for anwser to the Bill of Complaint exhibited against him says:

1. In answer to Paragraph 1 of the Bill of Complaint, your Respondent admits the allegations therein contained.

2. In answer to Paragraph 2 of the Bill of Complaint, your Respondent admits the allegations therein contained.

3. In answer to Paragraph 3 of the Bill of Complaint, your Respondent neither admits nor denies the allegations therein contained.

4. In answer to Paragraph 4 of the said Bill of Complaint, your Respondent denies the allegations therein contained.

5. In answer to Paragraph 5 of the said Bill of Complaint, your Respondent denies the allegations therein contained.

6. In answer to Paragraph 6 of the said Bill of Complaint, your Respondent neither admits nor denies the allegations therein contained.

And further answering the said Bill of Complaint your Respondent respectfully represents that he was always willing and able to divide the said property in kind, and is willing to pay the funeral bill and administration costs, which your Respondent believes are the only outstanding debts against the said estate of the said Isabella Dawson.

And having fully answered the said Bill of Complaint, he prays to be hence dismissed with costs.

And as in duty bound, etc.

Louis M. Strauss

Solicitor for Marvin Clifford Dawson, Respondent.

Filed Sept. 6" 1945.

PETITION TO APPOINT GUARDIAN AD LITEM, AND ORDER OF COURT THEREON APPOINTING SAID GUARDIAN.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of Fletcher Lee, father and prochein ami of Roland Fletcher Lee, infant, a Defendant in the above-entitled cause, respectfully represents:

1. That the said Roland Fletcher Lee, infant, a Defendant in said cause has been duly returned summons, but being an infant, he cannot answer and defend this suit for himself.

WHEREFORE YOUR PETITIONER PRAYS:

A. That this Honorable Court appoint a guardian ad litem to appear and answer for said Defendant.

AND AS IN DUTY BOUND, ETC.

Wilbur R. Dulin — Fletcher Lee

Solitor for Petitioner — father and prochein ami of said infant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Fletcher Lee and made oath in due form of law that the matters and facts in the foregoing petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Annie L. Bates

Notary Public.

Filed Oct. 1st. 1945

ORDER OF COURT

It is this 4th day of October, 1945, by the Circuit Court of Anne Arundel County, sitting in Equity, that upon the foregoing petition and affidavit ordered that Annie L. Bates be and she is hereby appointed guardian ad litem to answer the Bill of Complaint filed against Roland Fletcher Lee, infant, in this Court exhibited.

James Clark Judge.

Filed Oct. 4th. 1945.

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of the said Roland Fletcher Lee, infant, by Annie L. Bates, guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint filed against him in the above-entitled cause, and in this Court exhibited says:

A. This Defendant, being an infant, cannot admit any of the matters and things in said Bill alleged, and submits his rights thereunder to the protection of this Court.

AND AS IN DUTY BOUND, ETC.

Annie L. Bates

Guardian ad Litem.

Filed Oct. 5" 1945.

Testimony on behalf of the Plaintiffs, and Exhibits.

PRESENT:-

Mr. Wilbur R. Dulin, Solicitor for Plaintiffs.

Mr. Louis M. Strauss, Solicitor for Defendant.

Infants by Guardian ad Litem answered.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Mary Anna Durham, ---------- 2 to 3

Charles F. Lee, ---------- 4

T. Carroll Worthington, ---------- 5

Mary Anna Durham, one of the plaintiffs, being first duly sworn, deposes and says:-

(Dulin)

1. State your name and residence?

A. Mary Anna Durham, 510 Chesapeake ave., Eastport, Md.

2. You are party plaintiff to this case?

A. Yes.

3. You are also administratrix of your mother's estate?

A. Yes.

4. Who were your mother and father?

A. Isabella Wier Dawson and Joseph Ralph Dawson.

5. Are your mother and father living?

A. No.

6. When did your father die?

A. He has been dead 29 years, February 1916.

7. When did your mother die?

A. Nov, 13th, 1944.

8. Did your mother own any property in Anne Arundel County at the time of her death?

A. Yes.

9. I show you these three deeds which are filed with the Bill of Complaint as Exhibits A-B-C , and ask you if these are the three pieces of property that your mother left?

A. Yes, they are.

Offered in evidence and filed as Exam. Exhs. 1-2-3

10. How much land is in these three deeds?

A. This property mentioned in the three deeds all adjoins each other, altogether about 3½ acres.

11. From these properties has any been sold off?

A. Yes, one acre to Allen Dawson, and one acre to Homer Dawson, they are her sons.

12. Did your mother leave surviving her any children and grandchildren?

A. Yes, they are Mary Anna Durham, Joseph Franklin Dawson, Marvin Clifford Dawson, Henry Allan Dawson, Richard Wier Dawson, and Homer Elwood Dawson.

These are all living and of full age, and there was one daughter, Edna Mae Lee, she is dead, and left surviving her one son, Roland Fletcher Lee born April 6th, 1931 single and unmarried.

13. When did Edna Lee die?

A. She died sometime before her mother died.

14. Did your mother leave a Last Will and Testament?

A. No.

15. Who was appointed Administratrix of her estate?

A. I was.

16. Are there any debts filed against this estate?

A. Yes.

17. Do you know what they total at this time?

A. A. I have a memorandum here, which I am filing,

Filed as Exam. Exh. D

18. Has a Notice to Creditors been published in your mother's estate?

A. Yes.

19. And there have been filed against the estate claims amounting to ___

A. Yes.

20. Is there enough money in the estate to pay these debts?

A. No.

21. Is the property which your mother left susceptible of being divided in kind?

A. No, it could not be.

22. What is the best thing to do with it?

A. Sell it and divide the money amongst those entitled to it.

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

A. No.

No Cross Examination.

Mary A. Durham

Charles F. Lee, a witness of lawful age, being first duly sworn, deposes and says:- (Dulin)

1. State your name and business?

A. Charles F. Lee, Annapolis, Md.; Real Estate.

2. How long have you been in the real estate business?

Qualifications admitted.

3. Do you know the property in question here?

A. Yes.

4. Have you made a recent appraisal of it?

A. I inspected it several months ago.

5. Were you called upon to appraise it in the Orphans Court for Anne Arundel County?

A. Yes.

6. What was the amount of your appraisal?

A. $4500 for the real estate.

7. What does the property consist of?

A. Consists of 4-5/8 acres on Cadle Creek in Anne Arundel County, it is improved by a seven room dwelling out of condition, has no conveniences except electricity, no basement, is located back from the public road, has a garage and a poultry house.

8. Is your appraisal a fair market price for this property not looking to a forced sale?

A. At that time when we appraised it, yes.

9. Do you think the property is susceptible of division among these heirs without loss or injury?

A. I don't think so.

10. What, in your opinion is best to do with it?

A. Sell it and divide the proceeds after payment of the debts.

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

A. No.

Charles F. Lee

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:-

(Dulin)

1. State your name and occupation?

A. T. Carroll Worthington, Annapolis, Md; Real Estate.

Qualifications admitted.

2. Do you know this property of which Mrs. Dawson died possessed?

A. Yes.

3. Have you had occasion to make an appraisal of it?

A. Yes, several months ago with Mr. Charles F. Lee.

4. Were you called upon to appraise it for the Orphans Court?

A. Yes.

5. What was the amount of your appraisal?

A. $4500, it consists of 4-5/8 acres of land and a seven room dwelling in bad condition, has no conveniences except electricity, and the usual out houses, and is located back off the public road.

6. Do you consider your appraisal of $4500 a fair market value for this property, not looking to a forced sale?

A. Yes.

7. In your opinion could this property be divided in kind without loss and damage among the six or seven heirs?

A. No.

8. What would you say under the circumstances was best to do with it?

A. Sell it and divide the prcceeds after payment of debts.

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

A. No.

T. Carroll Worthington

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

Witness my hand and seal this 30th day of November, 1945.

Jno. S. Strahorn (SEAL)

Examiner.

Filed Nov. 30" 1945.

DECREE TO MAKE SALE.

This cause standing ready for hearing and being submitted, the Bill and all other proceedings were by the Court read and considered.

It appearing that the real estate mentioned in these proceedings is not susceptible of partition without loss or injury to the parties interested and also that it would be to the best interests, benefit and advantage of the infant, as well as to all the other parties to this proceeding, that the real estate be sold and the proceeds thereof divided and distributed under the direction of this Court, it is thereupon this 11th day of December, 1945, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings be sold and that Wilbur R. Dulin and Louis Strauss be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk of this Court in the penalty of Forty five hundred 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 order or decree in the premises; they shall proceed to make the said sale, having first given at least three weeks' previous notice by inserting in some newspaper published in Anne Arundel County or such other notice that they think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

On the 4-5/8 acre tract at Mayo, Anne Arundel County, Maryland, a deposit of $300.00 shall be required, said tract to be offered and to be sold; balance of the purchase money to be paid in case on the final ratification of such sale by this Court, deferred payments to bear interest from the day of sale; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales at either public or private sale, to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the Trustees 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 ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before), the said Trustees by a good and sufficient deed to be executed and ac-

knowledged agreeably to law, shall convey to the purchaser or purchasers of said property to him, her or them sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from such sale, or sales, and the bonds or other security 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 commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

JUDGE

And it is further ordered, adjudged and decreed that the Trustees appointed herein are authorized and directed to give notice to creditors by publication in a weekly newspaper published in Anne Arundel County, notifying all persons having claims against the deceased to exhibit the same with vouchers thereof legally authenticated in this Court on or before the 11th day of March 1945 next, or they may otherwise be excluded by law from all benefit of said estate.

James Clark Judge

Filed Dec. 11th. 1945

TRUSTEES' BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, Wilbur R. Dulin and Louis M. Strauss of Anne Arundel County, State of Maryland, as principal, and AMERICAN SURETY COMPANY OF NEW YORK, as surety, are held and firmly bound into the State of Maryland in the full and just sum of TEN THOUSAND DOLLARS ($10,000) 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 8th day of Jan. Nineteen Hundred and Forty-Six.

Whereas, the above bounden Wilbur R. Dulin and Louis M. Strauss by virtue of an order of the Circuit Court for Anne Arundel County passed in Equity No. 8913 having been appointed Trustees to receive and receipt for funds derived from sale of all of the property of Isabella Dawson of Anne Arundel County and to distribute the proceeds to the parties entitled thereto under the order of the Court.

Now, Therefore, the conditions of this obligation is such that if the above bounden Wilbur R. Dulin and Louis M. Strauss shall well and faithfully perform the trust reposed in them by said order or that may be reposed in them by any future orders in the premises, then this obligation to be void, and otherwise to remain in full force and virtue.

Signed, sealed, and delivered in the presence of

Charlotte C.Dudrow

Wilbur R. Dulin (SEAL)

Louis M. Strauss (SEAL)

(CORPORATE SEAL) AMERICAN SURETY COMPANY OF NEW YORK

By: Thomas G. Basil

Attorney In Fact.

This is to certify that the American Surety Company of New York is duly licensed to do business in the State of Maryland.

Thomas G. Basil Agt.

Filed and Approved January 10th. 1946.

REPORT OF SALE, AUCTIONEER'S REPORT AND CERTIFICATE OF PURCHASE.

MARY ANNA DURHAM, ET AL — No. 8915 Equity

VS. — In the CIRCUIT COURT FOR

MARVIN CLIFFORD DAWSON, ET AL — ANNE ARUNDEL COUNTY

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Louis M. Strauss and Wilbur R. Dulin, Trustees, appointed by a decree of this court, passed in the above entitled cause, dated the 11th day of December, 1945, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Southern Maryland Times", a weekly newspaper published in the City of Annapolis, for at least three successive weeks before the day of sale, they did pursuant to said notice, attend at the Court House door, in the said city, on the 26th day of February, in the year nineteen hundred and forty-six, at 11:00 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated near Mayo, Anne Arundel County, and described on the attached Auctioneer's Report and Certificate of Purchase, which is filed herewith as a part of this report.

And your said trustees sold the above referred to property to Richard Dawson, for the sum of Five Thousand Dollars ($5,000.00), he being at that sum the highest bidder therefor, the terms of said sale being shown on the attached Certificate of Sale and advertisement.

Respectfully submitted,

Wilbur R. Dulin (SEAL)

Trustee

Louis M. Strauss (SEAL)

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of February, in the year nineteen hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wilbur L. Dulin and Louis M. Strauss, Trustees, named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Annie L. Bates

Notary Public

ADVERTISEMENT OF SALE.

Wilbur R. Dulin Louis M. Strauss, Solicitors, Annapolis, Md.

TRUSTEE'S SALE Of Fee Simple VALUABLE REAL ESTATE AND IMPROVEMENTS First Election District on Cadle Creek, near Mayo, Anne Arundel County, Maryland.

Under and by virtue of a decree passed by the Circuit Court for Anne Arundel County, in Equity wherein Mary Anna Durham, et al, were the Complainants, in proceedings numbered 8913, the undersigned, Trustees will sell at public auction, at the Court House Door, Annapolis, Maryland, on Tuesday, February 26th, 1946 at 11 A.M.

All that lot of ground and improvements, on Cadle Creek, near Mayo, Anne Arundel County, Maryland, more particularly described by metes and bounds and by reference in the following deeds:

(a) All that tract of land containing 1/8 acre of land more or less described in a deed from Thomas H. Gaither, Jr., dated June 18th, 1898, and recorded among land records of Anne Arundel County in Liber G.W. No. 11 folio 177.

(b) All that tract of land originally containing ($3\frac{1}{2}$) acres of land more or less described in a deed from J. Henry Wier, single to Isabelle Dawson, dated November 30th, 1917, and recorded among the land records of Anne Arundel County, in Liber G.W. No.149 folio 8, SAVING and EXCEPTING therefrom one acre of land more or less sold by the said Isabella Dawson by Deed dated November 13, 1925 and recorded among the land records aforesaid in Liber W.M.B. No. 17 folio 369; and further SAVING and EXCEPTING therefrom one acre of land more or less sold by the said Isabella Dawson to Homer Elwood Dawson by deed dated September 28th, 1928, and recorded among the land records aforesaid in Liber F.S.R. No. 39 folio 259.

(c) All that tract of land containing three acres of land more or less acquired by Isabella Dawson from Thomas H. Gaither, Jr., by deed dated August 31st, 1892, and recorded among the land records aforesaid in Liber S.H. No. 41 folio 670.

Containing accordingly 4-5/8 acres more or less, and improved by a seven room dwelling, with electricity, and a garage and poultry house.

TERMS OF SALE: a deposit of Three hundred dollars ($300.00) will be required at time of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, deferred payments to bear interest from day of sale. All expenses including any special assessments to be adjusted to day of sale.

Wilbur R. Dulin,

Louis M. Strauss,

Trustees.

This is to certify that I have this day purchased the attached described property at a public sale this 26th day of February, 1946, at 11:00 a.m., at and for the sum of __ Dollars ($5000.00).

Richard Dawson (SEAL)

This is to certify that I have this 26th day of February, 1946, sold the attached described property to and unto Richard Dawson for the sum of Five Thousand Dollars ($5000.00), he being then and there the highest bidder.

W. B. Elliott (SEAL)

Auctioneer

NOTICE TO CREDITORS

Any or all persons having claims against Isabella Dawson, deceased or her estate are hereby warned to exhibit the same with the vouchers thereof legally authenticated to the Circuit Court for Anne Arundel County in Equity on or before the 11th day of March, 1946; they may otherwise be excluded from all benefit of said estate.

All persons indebted to said estate are requested to make immediate payment.

Wilbur R. Dulin,
Louis M. Strauss,
Trustees.

Filed Feby. 27th, 1946.

Office of THE SOUTHERN MARYLAND TIMES Annapolis, Maryland.

THIS IS TO CERTIFY That the annexed advertisement of Trustee's Sale 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 __ that is to say, the same was inserted in the issues of Feb 1, 8, 15, 22, 1946.

THE SOUTHERN MARYLAND TIMES
Alverda D. Lauer Secretary-Treasurer

Filed March 1" 1946.

ORDER NISI.

ORDERED, this 27th day of February, 1946, That the sale of the property mentioned in these proceedings made and reported by Wilbur R. Dulin and Louis Strauss Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of April next.

The report states that the amount of sales to be $5,000.00

John H. Hopkins, 3rd. Clerk.

Filed Feby. 27th. 1946

Office of THE SOUTHERN MARYLAND TIMES Annapolis, Maryland.

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 1st day of April, 1946, that is to say, the same was inserted in the issues of Mar. 8, 15, 22, 1946.

The

THE SOUTHERN MARYLAND TIMES
Alverda D. Lauer Sec'y.-Treas.

Filed April 20" 1946.

ORDERED BY THE COURT, This 22 day of April, 1946 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.

Filed April 22" 1946. William J. McWilliams

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.

November 12, 1946.

All of which is respectfully submitted.

Laura R. Jickling Auditor

Dr. Mary Anna Durham, et al vs. Marvin Clifford Dawson, et al in ac. with Wilbur R. Dulin and Louis M. Strauss, Trustees.

To Trustees for Commissions, viz:		$ 185.29
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	$ 10.00	$
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court -Court costs	21.50	
Jos. H. Griscom - sheriff's costs	3.60	
Auditor - stating this account	27.00	72.10
To Trustees for Expenses, viz:		
Southern Md. Times - adv. sale and notice	22.00	
Southern Md. Times - order nisi (sale)	5.00	
Southern Md. Times - order nisi (acct.)	5.00	
Thos. G. Basil, Agent - bond premium	40.00	
William B. Elliott - auctioneer's fee	30.00	
Annie L. Bates, - guardian ad litem	4.00	
John S. Strahorn - examiner's fee	8.00	
Juliet D. Strahorn - stenographer	5.00	
T. Carroll Worthington - appraiser's fee	5.00	
Charles F. Lee - appraiser's fee	5.00	
Appraisers' traveling expenses	1.50	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.50	
Annie L. Bates - notary fees	1.75	137.50
To Trustees for Taxes, viz:		
1945 State and County taxes	34.07	
1946 State and County taxes ($31.12-adj.)	4.85	38.92
To Trustees for Claims Filed, viz:		
Capital-Gazette Press -notice to creditors	5.00	
Dr. Emily H. Wilson - medical services	22.00	
John M. Taylor - funeral expenses	331.75	
Frank E. Hammaker - monument	235.00	
D. J. Thompson, Agent - fire insurance	15.83	
Register of Wills - Orphans Court costs	8.84	618.42

BALANCE FOR DISTRIBUTION TO HEIRS AT LAW OF ISABELLA DAWSON - $4,124.02

Distribution as follows:

To Mary Anna Durham, daughter - one-seventh	$ 589.14	$	
Less 1% inheritance tax	5.89		583.25
To Joseph Franklin Dawson, son- one -seventh	589.14		
Less 1% inheritance tax	5.89		
LESS Judgment claim of Vanorden Wier, as follows:			
Principal	$189.33		
Interest from 11/23/34 to 11/23/46	136.32		
Court costs	12.00		
Fi. fa.	1.20		
Attorney's fee	18.70 357.55		225.70
To Vanorden Wier - in full for judgment claim against Joseph F. Dawson, as above			357.55
To Henry Allan Dawson, son- one-seventh	589.14		
Less 1% inheritance tax	5.89		583.25
To Richard Wier Dawson, son one-seventh	589.15		
Less 1% inheritance tax	5.89		583.26
To Homer Elwood Dawson, son- one-seventh	589.15		
Less 1% inheritance tax	5.89		583.26
To Marvin Clifford Dawson, son- one-seventh	589.15		
Less 1% inheritance tax	5.89		583.26
To Roland Fletcher Lee, grandson- one-seventh	589.15		
Less 1% inheritance tax	5.89		583.26
R. Glenn Prout, Register of Wills- total direct inheritance tax, as above		41.23	4,124.02
			$5,176.25
Cr. Feb. 26 1946 Proceeds of Sale		5,000.00	
Interest on deferred payment (7½ months)		176.25	$5,176.25

ORDER NISI.

ORDERED, This 15" day of November, 1946, 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 17" 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 17" day of December next.

John H. Hopkins, 3rd., Clerk.

Office of THE SOUTHERN MARYLAND TIMES

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in

THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 17th day of December, 1946, that is to say, the same was inserted in the issues of Nov. 22, 29, Dec. 6, 1946.

The

THE SOUTHERN MARYLAND TIMES

Alverda D. Lauer Secretary-Treasurer

Filed Dec. 20" 1946

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23 day of December, 1946, 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.

William J. McWilliams A.J.

Filed Dec. 23" 1946.

In the Matter of the Sale of the	:	No. 8914 Equity
Mortgaged Real Estate of	:	In The Circuit Court For
Susie McLeod and Enos McLeod	:	Anne Arundel County.

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this First day of May, in the year nineteen hundred and thirty-four by and between Susie McLeod and Enos McLeod, her husband, Mortgagors of the City of New York of the first part, and Margaret Parker, of the City of Annapolis, Maryland, Mortgagee, of the second part.

WHEREAS, the parties of the first part have borrowed from the party of the second part the sum of Four Hundred dollars ($400.00) for the payment whereof two years after date the parties of the first part have passed to the party of the second part their promissory note of even date herewith for the sum of Four Hundred Dollars ($400.00) with interest payable thereon semi-annually, and

WHEREAS, the execution of these presents to secure the payment of the said sum of Four Hundred Dollars ($400.00) and the interest thereon according to the provision of the aforesaid promissory note was a condition precedent to the said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Susie McLeod and Enos McLeod, her husband, do grant and convey unto the said Mortgagee, Margaret Parker, her heirs and assigns, in fee simple,

All that lot of ground with dwelling house thereon known as number 24 Washington Street, Annapolis, Maryland, which by Deed dated the 15th day of April in the year Nineteen hundred and four, recorded in the Land Records of Anne Arundel County in Liber G.W. 36, Folio 150 was granted and conveyed to Eliza Buchanan and Franklin Buchanan, her husband, by Margaret Diefel and John Diefel, her husband, and the said Franklin Buchanan having departed this life the said Eliza Buchanan by her Last Will and Testament dated the 21st of December in the year Nineteen hundred and seventeen

and recorded in the Office of the Register of Wills of Anne Arundel County in Will Book G.B.D. 2, Folio 45, was devised to Margaret Bell, who by her Last Will and Testament dated the __ day of November in the year Nineteen Hundred and twenty-seven and recorded in the Office of the Register of Wills of Anne Arundel County in Will Book G.B.D. 4, Folio 277, was devised to the said Susie McLeod, the Daughter of the said Margaret Bell, Joseph Bell, her husband, having departed this life prior to the execution of said Will. Said property described by metes and bounds, courses and distances, in the deed thereof from Margaret Diefel and John Diefel, her husband, to Eliza Buchanan and Franklin Buchanan, her husband, dated the 15th day of April, Nineteen hundred and four and recorded in the Land Records of Anne Arundel County in Liber G.W. 36, folio 150.

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, Margaret Parker, her heirs and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagors, Susie McLeod and Enos McLeod, her husband, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Hundred Dollars ($400.00) 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, Susie McLeod and Enos McLeod, her husband shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said 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, Margaret Parker, her personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, her personal representatives or assigns, may be deemed expedient; and in 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, her personal representatives 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 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 their heirs, personal representatives and assigns, do hereby covenant to pay,and the said Mortgagee, her personal representatives or assigns, or James M. Munroe, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission; but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, Susie McLeod and Enos McLeod, her husband, for personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One thousand ($1,000.00) 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, her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

_____

Susie McLeod (SEAL)

Enos L. McLeod (SEAL)

STATE OF TEXAS, COUNTY OF HARRIS, TO WIT:

I Hereby Certify, that on this __ day of May, in the year nineteen hundred and thirty-four before me, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Susie McLeod and Enos McLeod, her husband, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

F. I. S. Whittaker

Notary Public

State of Maryland, Anne Arundel County, to-wit:

I HEREBY CERTIFY, that on this 1st day of May, in the year Nineteen hundred and thirty-four, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret Parker, 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.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Catherine L. Knadler

Notary Public

Recorded Sept. 5, 1945 at 12:45 P.M. in Liber W.M.B. No. 126, Fol. 190 Land Records of Anne Arundel County

John H. Hopkins, 3rd., Clerk

August 21, 1945.

For value received, I hereby assign the within mortgage and the debt secured thereby to George B. Woelfel for the purpose of foreclosure.

WITNESS MY HAND AND SEAL PLACED HEREON THIS 21st day of AUGUST 1945.

WITNESS: John T. Diggs Margaret Parker (SEAL)

Filed Sept. 5" 1945

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 4th day of September, in the year 1945, before me, the subscriber, a Notary Public in and for the State of Maryland, Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, who being duly sworn according to law, deposed and said:

That Susie McLeod and Enos McLeod are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligently inquiry it has been found that the said Susie McLeod and Enos McLeod are not now in the military service of the United States as defined in the Soldiers' and Sailors' Civil Relief Act of 1940, and Chapter 710 of the Laws of Maryland, nor have they been in such service within three months prior hereto.

George B. Woelfel Affiant

Witness my hand and seal Notarial.

(NOTARIAL SEAL) Mary M. Hoff

Notary Public

Filed Sept. 5" 1945.

STATEMENT OF MORTGAGE CLAIM.

Statement of the mortgage claim of Margaret Parker under the mortgage to her from Susie McLeod and Enos McLeod dated the 1st day of May, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 126, folio 188

Amount of principal due on promissory note dated the first day of May, 1934, and payable two years after date, being the principal note described in and secured by said mortgage, now due by reason of default thereon	$400.00
Interest thereon from May 1st, 1934, to October 1st, 1945	274.00
Total	$674.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 4th day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that the aforegoing is a true statement of the amount remaining due her of her mortgage claim described therein, and that she has not received any security or satisfaction therefor, other than the promissory note referred to in said statement, and the deed of mortgage in said statement mentioned.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff

Notary Public.

Filed Sept. 5" 1945.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, George B. Woelfel 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 Two Thousand ($2,000) Dollars 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 27th day of Sept., Nineteen Hundred and forty-five.

WHEREAS, by virtue of a power of sale contained in a mortgage from Susie McLeod and Enos McLeod to Margaret Parker bearing date on or about the 1st day of May, Nineteen Hundred and thirty-four the said George B. Woelfel, Assignee, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said George B. Woelfel, Assignee is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George B. Woelfel Assignee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness: George B. Woelfel (SEAL)

Mary M. Hoff (CORPORATE SEAL) EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

Filed and Approved this 27" day of Sept. 1945.

REPORT OF SALE.

In the Matter of the Sale of the Mortgaged Real Estate of Susie McLeod and Enos McLeod — No. 8914 Equity In the Circuit Court for Anne Arundel County

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Assignee, of the mortgage from Susie McLeod and Enos McLeod to Margaret Parker dated the 1st day of May, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 126, folio 188, and by short assignment dated the 21st day of August, 1945, and recorded at the foot of the said mortgage, the said George B. Woelfel was duly authorized to sell 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 the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, published in the City of Annapolis, Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the said City, on the 27th day of September, 1945, at 10:30 A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in the said mortgage, situate in the City of Annapolis and described as follows: All that lot of ground with dwelling house thereon known as No. 24 Washington Street, Annapolis, Maryland, which by deed dated the 15th day of April in the year 1904, recorded in the Land Records of Anne Arundel County in Liber G.W. No. 36, folio 150, was granted and conveyed to Eliza Buchanan and Franklin Buchanan, her husband, by Margaret Diefel and John Diefel, her husband, and the said Franklin Buchanan having departed this life the said Eliza Buchanan by her last will and testament dated the 21st day of December, in the year 1917, and recorded in the office of the Register of Wills of Anne Arundel County in Will Book GBD No. 2, folio 45, was devised to Margaret Bell, who by her Last Will and Testament dated the __ day of November, in the year 1927, and recorded in the Office of the Register of Wills of Anne Arundel County in Will Book GBD No. 4, folio 277, was devised to the said Susie McLeod, the daughter of the said Mararet Bell, Joseph Bell, her husband, having departed this life prior to the execution of said will.

Said property described by metes and bounds, courses and distances, in the deed thereof from Margaret Diefel and John Diefel, her husband, to Eliza Buchanan and Franklin Buchanan, her husband, dated the 15th day of April, 1904, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 36, folio 150.

And your said Assignee sold the above described property to John T. Diggs at and for the sum of Fifteen Hundred ($1500) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of Three Hundred ($300) Dollars, balance upon ratification of sale.

Respectfully submitted,

George B. Woelfel Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 27th day of September, 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 George B. Woelfel, Assignee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

Mary M. Hoff
Notary Public

Filed Sept. 29" 1945

ADVERTISEMENT OF SALE.

PUBLIC SALE OF VALUABLE REAL ESTATE

This property is known as No. 24 Washington street and contains five rooms, bath and attic.

Under and by virtue of the power of sale contained in the mortgage from Susie McLeod and Enos L. McLeod, dated the first day of May, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 126, folio 188, the undersigned as Assignee by short assignment recorded at the foot of the aforesaid mortgage, will offer for sale at Public Auction at the Court House door in the City of Annapolis, Maryland, on Thursday, September 27th, 1945, at 10:30 o'clock A.M.

All that lot or parcel of ground lying, being and situate on Washington street in the said mortgage described improved as aforesaid by a dwelling house numbered 24.

Terms of Sale: A deposit of $300 will be required of the purchaser on the day of sale. Balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser.

The deferred portion to bear interest at the rate of 6%.

For further particulars apply

George B. Woelfel, Assignee,
9-11 School Street Annapolis, Md.

Auctioneer's certificate and Purchaser's Agreement.

I, the undersigned, Auctioneer do hereby certify that I have this 27th day of September 1945 sold the property described on the advertisement appended hereto to John T. Diggs at and for the sum of Fifteen hundred ($1,500) Dollars on account of which he has paid Three hundred ($300) Dollars deposit and has agreed to comply with the terms of sale.

William B. Elliott Auctioneer.

I, John T. Diggs do hereby certify that I have this day purchased the property described in the within advertisement at and for the sum of Fifteen hundred ($1,500) Dollars from George B. Woelfel, Trustee and that I have paid the three hundred ($300) Dollar deposit and agree to comply with the terms of sale.

John T. Diggs Purchaser.

Filed Sept. 29" 1945.

ORDER NISI.

ORDERED, this 29th day of September, 1945, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of October next.

The report states that the amount of sales to be $1500.00

John H. Hopkins, 3rd. Clerk.

Filed Sept. 29" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., October 31, 1945.

We hereby certify, that the annexed Order Nisi - Sale -Susie McLeod - Equity No. 8914 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 31st day of October, 1945. The first insertion being made the 2nd day of October, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

Filed Oct. 31st. 1945. By Lillie L. French

ORDERED BY THE COURT, This first day of November, 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.

James Clark

Filed Nov. 1st. 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.

November 9, 1945.

All of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Susie McLeod and Encs McLeod in ac. with George B. Woelfel, Assignee.

To Assignee for Fee	$ 25.00	$
To Assignee for Commissions	76.71	101.71
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor	9.00	37.75

To Assignee for Court costs, viz:		
Capital-Gazette Press - advertising sale	$ 19.00	$
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (Acct.)	5.00	
Eagle Indemnity Co. - bond premium	10.00	
Wm. B. Elliott - auctioneer	10.00	
Clerk of Court - recording assignment	1.75	
Mary B. Hoff - notary fees	1.50	
One-half Federal revenue stamps	.82	
One-half State revenue stamps	.75	53.82
To Margaret Parker, mortgagee - in full for mortgage claim		674.00
To Susie McCleod, mortgagor, this balance		652.13
		1,519.41
Cr. Sept. 27 1945 Proceeds of Sale	1,500.00	
Interest on deferred payment	6.00	1,506.00
Refund 1945 City taxes ($12.56-adj.)	9.52	
Refund 1945 State & County taxes- ($15.55 - adj.)	3.89	13.41
		1,519.41

ORDER NISI.

ORDERED, This 27th day of December, 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 30th day of January 1946 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 January 1946 next.

John H. Hopkins, 3rd., Clerk

Filed Dec. 27" 1945

CERTIFICATE OF PUBLICATION Annapolis, Md., January 15, 1946.

We hereby certify, that the annexed Order Nisi Equity 8914 Susie McLeod 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 January, 1946. The first insertion being made the 28th day of December, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By G. Greve

Filed Feby. 18th. 1946

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of Feby. 1946, 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 Feby. 20th. 1946.

For previous proceedings see J.H.H. No. 53 Folio 368 to 371 inclusive

Mary Simpers George et al
vs.
Andrew W. Beveridge et al

No. 8283 Equity
In the Circuit Court for
Anne Arundel County.

DECREE

The above case standing ready for hearing, and being submitted upon Bill of Complaint, Exhibits thereto, Answers of respective Defendants and testimony, and the entire proceedings having been read and considered by the Court, it is, this 20th day of December, in the year Nineteen Hundred and Forty One, by the Circuit Court No. 2 of Baltimore City, Adjudged, Ordered and Decreed as follows:

1. That the fee simple property, including reversions and ground rents, mentioned in the proceedings, be sold;

2. That J. Calvin Carney be and he is hereby appointed Trustee to make said sale or sales;

3. That the sale to Charles Dioguardi, of the fee simple property No. 1533 Myrtle Avenue, Baltimore, Maryland, particularly described in these proceedings, for the sum of Twenty Five Hundred Dollars ($2500.00) be and the same is hereby finally ratified and confirmed.

4. That the sale to William H. Kirby and Dorothy E. Kirby, his wife, of the fee simple property located on Hopeland Avenue, Pasadena, Anne Arundel County, Maryland, and described as follows:

All that parcel of land in Selby Grove near Pasadena, in the Third Election District, Anne Arundel County, Maryland:

Beginning for the same at the corner formed by the intersection of the east side of Hopeland Avenue with the south side of Pleasant View Avenue as laid down on the Plat of the property of John Selby George, recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1 folio 37, and running thence southerly binding on the east side of Hopeland Avenue one hundred and twenty-one feet, thence easterly parallel with Pleasant View Avenue two hundred feet, thence northerly parallel with Hopeland Avenue one hundred and twenty-one feet to the south side of Pleasant View Avenue, and thence westerly binding on the south side of Pleasant View Avenue, two hundred feet to the place of beginning.

Being the northernmost portions of Lots Nos. 1 and 2 as shown on the above mentioned plat of the property of John Selby George and part of the property conveyed by John Selby George to J. M. Appleton and wife by deed dated June 9, 1926 and recorded among said Land Records in Liber W.M.B. No. 32 folio 306 etc.
For the sum of Twenty Three Hundred Dollars ($2300.00), be and the same is hereby finally ratified and confirmed.

That the sale to Archie W. George of an undivided one-half interest in a reversion and annual rent of Eighteen Hundred and Fifty Eight Dollars and One Cent ($1858.01) (originally $2205.31 and reduced by releases to said sum of $1858.01) issuing and payable out of a tract of land known as "Richland" located on the Northeast side of Liberty Road, Baltimore County, Maryland, and described and mentioned in these proceedings, for

the sum of Ninety Four Hundred and Seventy Five Dollars ($9475.00) be and the same is hereby finally ratified and confirmed.

6. Said Trustee is hereby authorized and directed to demand, receive, collect and sue for any and all sums due on any of the properties mentioned herein, including reversions and annual rents payable out of said tract known as "Richland" located on the Liberty Road, Baltimore County, Maryland, and 205 and 207 St. Helena Avenue, Baltimore County, Maryland.

7. That the course and manner of the proceedings of said Trustee shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a corporate surety or sureties to be approved by this Court in the penalty of Twenty Thousand Dollars ($20,000.00) conditioned upon the faithful performance of the trust reposed in him by this Decree or reposed in him by any future Decree passed by this Court in the premises.

8. As to the sales ratified by this Decree, on payment of the whole purchase money and not before, the said Trustee shall, by good and sufficient deeds to be executed, acknowledged and recorded according to law, convey to the purchasers thereof, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Complainants and Defendants, and those claiming by, from or under them or any of them.

9. As to the other property ordered to be sold by this Decree, he shall then proceed to make a sale of said property by giving at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Baltimore City, Baltimore County or Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon ratification of sale by this Court; or said Trustee may sell said properties at private sale, provided no such sale shall be for an amount less than the appraisal of said properties as shown by the testimony in this case.

10. And as soon as convenient after any such sale or sales, the Trustee shall return to this Court a full and particular account of his proceedings relative to such sale or sales with an affidavit thereto annexed of the truth thereof and of the fairness of such sale or sales; and on obtaining the Court's ratification of such private or public sale or sales of said property made by said Trustee and on the payment of the whole purchase money therefor and not before, said Trustee shall, by a good and sufficient deed or deeds to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them or any of them.

11. And said Trustee shall bring into this Court the moneys arising from such sale or sales to be distributed or invested under the direction of this Court, after deducting the costs of this suit and commissions of 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.

12. And it is further Ordered that the Trustee shall retain the share originally

payable to Grace Selby Houck until the time allowed for creditors to file claims, has expired.

Eli Frank Judge

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 Decree: signed the 20th day of December 1941. now on file in this office in the cause therein entitled Mary Simpers George et. al. vs Andrew W. Beveridge, et. al. And I further certify that the Trustee herein named has filed an approved bond.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 22 day of December A.D. 1941.

(COURT SEAL) John S. Clarke Clerk.

Filed Dec. 24th. 1941.

J.H.H. #62 Equity

IN THE MATTER OF	°	IN THE
JOHN S. BRIDGES, JR.,	°	CIRCUIT COURT
a non compos mentis	°	OF
	°	ANNE ARUNDEL COUNTY
	°	No. 8819 EQUITY.

°°°°°°°°°°°°°°°°°°°

PETITION AND ORDER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary S. Bridges and John S. Bridges, III, next friends of John S. Bridges, Jr., respectfully represents:-

1. Your Petitioner, Mary S. Bridges, is the wife by a second marriage of the said John S. Bridges, Jr., and your Petitioner, John S. Bridges,III,(now an Officer in the United States Coast Guard) is a son of the said John S. Bridges, Jr., by his first marriage. There is another son living, James W. Bridges, brother of your Petitioner, John S. Bridges, III, but the said wife and the said two sons include the only heirs at law and next of kin of the said John S. Bridges, Jr.

2. The said John S. Bridges, Jr., has for some time been living with his wife,your Petitioner, Mary S. Bridges, at their home in Arnold, Anne Arundel County, Maryland, of which County the said John S. Bridges, Jr., is a legal resident.

For a number of months past the said John S. Bridges, Jr., has been in bad health, and a short time ago he had astroke of apoplexy and is now a patient at the Union Memorial Hospital, in Baltimore, although it is hoped that shortly it may be possible to remove him to his home in Arnold.

The said John S. Bridges, Jr., is now about sixty-four years of age, but by reason of his illness, and as a result of said stroke of apoplexy, he is incompetent to manage his property or estate, or to attend to any business affairs, and it is, therefore, necessary that a trustee or committee be appointed to care for and manage the property and estate of the said John S. Bridges, Jr.,

3. The said John S. Bridges, Jr., owns certain cash, securities and other property; a detailed list whereof so far as these Petitioners are able to report them at this time is filed herewith as part hereof, marked "Petitioners' Exhibit A". Your Petitioners think that this list is incomplete and are not sure that it is exactly accurate, but it approximately represents what they believe to be the estate and property of the said John S. Bridges, Jr.,

4. They attach hereto as part hereof, marked "Petitioners' Exhibit B", certificates of Dr. Walter A. Baetjer and Dr. Howard H. Warner, each of whom is a medical doctor who has practiced in the State of Maryland for at least five (5) years immediately preceding the filing of this Petition, and each of whom has within ten (10) days immediately preceding the filing of this Petition examined and attended the alleged Incompetent, and both of whom certify to the mental incapacity of the said John S. Bridges, Jr., probable nature and extent and the cause thereof.

5. That, as certified to by the aforesaid physicians in their certificates aforesaid, it would be injurious to the said John S. Bridges, Jr., to appear personally in Court or to attend any hearing upon this Petition.

6. Your Petitioners further represent that the said John S. Bridges, Jr., has by his Will named The First National Bank of Baltimore both as one of his Executors and as one of his Trustees, and they believe that it would be greatly to the advantage of the said John S. Bridges,Jr., that said The First National Bank of Baltimore should be appointed trustee or committee to take charge of his affairs temporarily.

WHEREFORE your Petitioners respectfully pray the Court to pass an order in accordance with the terms of Article 16, Section 125, of the Code of Public General Laws of Maryland, as amended by the Acts of 1943, Chapter 480, to the end that a trustee or committee may be appointed to take charge of and manage the property and estate of the said John S. Bridges, Jr.

AND AS IN DUTY, ETC.

Mary S. Bridges

John S. Bridges, 3rd.

Randolph Barton, Jr.,
Solicitor for Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th day of November, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared MARY S. BRIDGES,and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein set forth to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial SEAL.

M. Isabelle Lefferts

(Notarial Seal)

Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 28th day of November,1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore,aforesaid, personally appeared JOHN S. BRIDGES, III, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein set forth to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

M. Isabelle Lefferts

(Notarial Seal)

Notary Public

PETITIONERS' EXHIBIT A

ESTATE OWNED BY THE ALLEGED INCOMPETENT.

Cash		$ 5,000.00
Savings Account		10,000.00
Marketable Securities		12,500.00
1250 shs. Coale Muffler & Safety Valve Co., of Baltimore - worth perhaps		8,000.00
Annuities - yearly perhaps		1,000.00
Quarterly interest in ground rent	approximately	105.00
Quarterly interest in sub-station post office in Baltimore City	roughly	900.00

Home in Anne Arundel County	perhaps worth	$15,000.00
Also has been recieiving salary, etc., yearly of about (which may keep up or be discontinued)		1,800.00

PETITIONERS' EXHIBIT B

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT.

Before the undersigned, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared this 30th day of November, 1944, WALTER A. BAETJER, who, being first duly sworn, deposed and said as follows:--

That he is a doctor of medicine and has been engaged in the practice of medicine in Baltimore City for more than 20 years immediately preceding the date hereof; that he has attended John S. Bridges,Jr.,regularly since September 19, 1944, and is still attending him regularly in the hospital; and was last seen by him on this date (November 30th, 1944). that in his opinion the said John S. Bridges, Jr., has recently become incompetent to manage his property or estate, or to attend to business in any form, by reason of mental disability; that the cause, nature, extent and probable duration of such incompetency are as follows: The condition is what is commonly spoken of as softening of the brain, due to hardening of the arteries. This condition has been present since first seen, and has increased rapidly to the point that his mental function, memory, judgment and decision are vitally impaired.

That as to the duration of such incapacity it is in my opinion permanent and progressive. That because of the present condition of the said John S. Bridges, Jr., it would be injurious to his health and mental condition for him to appear or be produced in Court at any hearing.

WALTER A. BAETJER

IN TESTIMONY that the said affidavit was so made and signed by the above named affiant, I hereunto subscribe my name and affix my Notarial Seal, this day and year first hereinbefore mentioned.

(NOTARIAL SEAL)

Bessie K. Ward

Notary Public

PETITIONERS' EXHIBIT B - Continued

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT.

Before the undersigned, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared this 28th day of Nov, 1944, HOWARD H. WARNER, who, being first duly sworn, deposed and said as follows:--

That he is a doctor of medicine and has been engaged in the practice of medicine in Baltimore City for more than 25 years immediately preceding the date hereof; that he has attended John S. Bridges, Jr., for more than two years, and has examined him on Nov. 28, 1944. that in his opinion the said John S. Bridges,Jr., has recently become incompetent to manage his property or estate, or to attend to business in any form, by reason of mental disability; that the cause, nature, extent and probable duration of such incompetency are as follows: Cerebral Arterioclerosis. Mental deteriaration, hemiplegia.
That as to the duration of such incapacity - This condition will not improve,but will become progressive, That because of the present condition of the said John S. Bridges,Jr., it would be injurious to his health and mental condition for him to appear or be produced in Court at any hearing.

HOWARD H. WARNER, M. D.

2604 Garrison Blvd.

Baltimore Md.

IN TESTIMONY that the said affidavit was so made and signed by the above named affiant, I hereunto subscribe my name and affix my Notarial Seal, this day and year first hereinbefore mentioned.

Nannie E. Yoe,

Notary Public

(Notarial Seal)

My Commission expires May 7, 1945.

IN THE MATTER OF
JOHN S. BRIDGES, JR.,
a non compos mentis

IN THE
CIRCUIT COURT
of
ANNE ARUNDEL COUNTY
No. 8819 Equity.

ORDERED this 4th day of December, 1944, upon the Petition of Mary S.Bridges and John S. Bridges, III, wife and son, respectively, of John S. Bridges, Jr., who is alleged in said Petition to be incompetent, by reason of mental disability, to manage his affairs; that a summons issue to the said John S. Bridges, Jr.,so that he may be summoned within ten (10) days to answer said Petition; and that a copy of such summons, of said Petition and of this Order be left by the Sheriff with the person in charge of said alleged incompetent, and that said Petition be set for hearing fifteen (15) days after the date of this order, to wit, on December 21st, 1944, at ten o'clock, A.M.; and that appearance and answer by or on behalf of said alleged incompetent be allowed at any time before or after decree passed herein; and that the personal appearance of said alleged incompetent before the Court at any hearing hereunder may be dispensed with because of his condition of health.

Ridgely P. Melvin, C.J.

Filed Dec. 4", 1944

Order Dec. 4, 1944 fd.

No. 8819 Equity

IN THE MATTER OF
JOHN S. BRIDGES, JR.,
a non compos mentis

IN THE
CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY

43

D E C R E E

This cause standing ready for hearing and being duly admitted, the proceedings were by the Court read and considered:

IT IS THEREUPON, this 21st day of December, 1944, ADJUDGED, ORDERED AND DECREED, that The First National Bank of Baltimore be and it is hereby appointed Committee with full power and authority to care for and manage the property of the said John S. Bridges, Jr., and upon proper order of this Court to expend cash for the support

and maintenance of the said John S. Bridges, Jr., under the direction of this Court; and inasmuch as under the law said The First National Bank of Baltimore is not required to give bond as Trustee or Committee it shall not be necessary for any bond to be filed by it before entering upon the discharge of its duties as aforesaid.

Ridgely P. Melvin, C.J.

Filed Dec. 21, 1944.

IN THE MATTER OF	:	No. 8819 - Equity
JOHN S. BRIDGES, JR.,	:	IN THE CIRCUIT COURT OF
a non compos mentis	:	ANNE ARUNDEL COUNTY

. . . . . .

PETITION, AFFIDAVIT AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary S. Bridges, wife and First National Bank of Baltimore, Committee of the property of John S. Bridges, Jr., respectfully represents:-

FIRST: On December 21, 1944, on the petition of Mary S. Bridges, wife, and John S. Bridges, III, son of John S. Bridges, Jr., alleging that the said John S. Bridges,Jr., had become incompetent as the result of a stroke of apoplexy, your Petitioner, First National Bank of Baltimore, hereinafter called "Committee", was appointed Committee with full power and authority to care for and manage the property and estate of the said John S. Bridges, Jr., and said Committee has since acted as such pursuant to orders passed from time to time by this Court.

SECOND: Recently there was brought to the attention of said Committee that the said John S. Bridges,Jr., under the Will of his father, John S. Bridges, Sr., duly of record in the office of the Register of Wills of Baltimore City, was entitled to a one-fourth interest in common in the property in Baltimore City, Maryland, known as 1217-1219 West North Avenue, occupied as a post office. All the joint owners have been endeavoring to sell said property and have effected a sale of the same for Twenty-five Thousand Five Hundred Dollars ($25,500.00) to a certain Herman D. Gimbel, as per terms of a contract of sale signed by all the owners dated October 3, 1945, of which contract one original is herewith filed as part hereof marked "Exhibit A to Petition filed November 8th,1945". It will be noted that said Committee has concurred in and signed the contract which it is believed is eminently advantageous to all parties concerned, including the said John S. Bridges, Jr.

THIRD: While your Petitioners believe that the Statute of the State of Maryland under which said Committee was and is now acting as Committee fully authorizes it if approved by this Court to convey the said interest of the said incompetent, the Title Company expresses unwillingness to pass title unless the said incompetent has been declared incompetent by Sheriff's Jury under an ordinary writ de lunatico inquirendo.

FOURTH: While as is shown by these proceedings the said John S. Bridges, Jr., is now a resident of Anne Arundel County, he has recently been brought to Baltimore City for observation and treatment and while there has been examined and treated by the following physicians:

(a) Dr. Howard H. Warner, who is the regular attending physician of John S. Bridges, Jr.,

(b) Dr. Walter A. Baetjer, who has examined and not only was one of those certifying to the incapacity of the said John S. Bridges,Jr.,when the aforesaid order of this Court was passed, but has recently again examined him.

There is attached to this petition as part hereof, the renewed certificates of said physicians, both of who have practiced medicine in the State of Maryland for more than five years preceding this petition and one of whom has seen and examined the said John S. Bridges, Jr., within ten days preceding the filing of this petition and both of whom certify to his incapacity and the cause thereof. Both of them also certify that in their opinion the personal attendance of the said incompetent before the Sheriff's Jury would be inadvisable.

FIFTH: Your Petitioners now respectfully pray that a writ be issued to the Sheriff of Anne Arundel County to inquire into the lunacy of the said John S. Bridges, Jr., and that in the order of this Court authorizing the issuance of this Writ that there be provided that the actual presence of the said John S. Bridges,Jr., shall be dispensed with.

SIXTH: After the Sheriff's Jury shall have been so convened and made its findings and returned them to this Court and an order of this Court shall have been passed confirming the proceedings, your Petitioners further pray that not only shall the previous order of appointment of the said First National Bank as Committee of the property be confirmed but that the contract so made by this Committee shall be confirmed and approved and that the said Committee may be authorized to carry out the terms of said contract and to execute such instruments as may be necessary to that end.

SEVENTH: While your Petitioner, Mary S. Bridges, would probably have a dower interest in the said undivided one-fourth share of John S. Bridges, Jr., referred to in said contract, she consents and desires that the entire proceeds of the said sale shall be paid over to said Committee as the property of said John S. Bridges, Jr., and without any division being made for any possible dower rights of the said Mary S. Bridges.

AND AS IN DUTY.

Mary S. Bridges

FIRST NATIONAL BANK OF BALTIMORE, COMMITTEE OF JOHN S. BRIDGES, JR.

By J. Theodore Johnson

Asst. Trust Officer.

Randolph Barton, Jr.,

Solicitor for Petitioners.

STATE OF MARYLAND; CITY OF BALTIMORE; SS:

I HEREBY CERTIFY that on this 30 day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared J. T. Johnson, Asst. Trust Officer of the First National Bank of Baltimore, Committee of the said John S. Bridges, Jr., and 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 Notarial Seal.

(Notarial Seal)

Genevieve B. Tangney

Notary Public

My Commission expires May 5, 1947.

J.H.H. #62 Equity

STATE OF MARYLAND: SS:

I HEREBY CERTIFY that on this 30 day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County aforesaid, personally appeared MARY S. BRIDGES,, wife of John S. Bridges,Jr., and 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 Notarial Seal.

(NOTARIAL SEAL)

Genevieve B. Tangney

Notary Public

My Commission expires May 5, 1947.

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:

Before the undersigned, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared this 1st.day of November, 1945, HOWARD H. WARNER, who being first duly sworn, deposed and said:-

1. That he is a doctor of medicine and has been engaged in the practice of medicine in the State of Maryland for more than twenty-five years immediately preceding the making of this affidavit.

2. That for more than three years he has been the attending physician of John S. Bridges, Jr.,

3. That the said John S. Bridges,Jr. has for some time been incompetent tomanage his property or to attend to business in any form by reason of mental disability; that the cause, nature and extent and probable duration of such incompetency are as follows:

Arterio Sclerosis Cerebral Softening and degeneration

as to the duration of such incapacity, because of the nature of its cause there is no probability of any termination thereof and in the opinion of this affiant, this condition will not improve but will become progressive; that the mental condition of the said John S. Bridges, Jr.,is such that it would be very injurious to his health and mental condition for him to appear or be produced in Court at any hearing; that the last occasion upon which the affiant has attended and examined the said John S. Bridges,Jr., prior to the making of this affidavit was on November 1, 1945, which examination was made within ten days of the filing of the petition herein for the appointment of a Committee.

Howard H. Warner, M. D.

IN TESTIMONY that the said affidavit was so made and signed by the above named affiant, I Hereunto subscribe my name and affix my Notarial Seal the day and year first hereinbefore mentioned.

(NOTARIAL SEAL)

Nannie E. Yoe,

Notary Public

My Commission expires May 5, 1947.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

Before the undersigned, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared this day of 6th Nov. 1945, WALTER A. BAETJER who being first duly sworn, deposed and said:-

1. That he is a doctor of medicine and has been engaged in the practice of medicine in the State of Maryland for more than twenty years immediately preceding the making of this affidavit.

2. That he has attended the said John S. Bridges,Jr., since September 19,1944 and is still regularly attending him.

3. That the said John S. Bridges,Jr. has for sometime been incompetent to manage his property or to attend to business in any form by reason of mental disability; that the cause, nature and extent and probable duration of such incompetency are as follows:

Cerebral arterio-Sclerosco with incoordination in walking, speech & Memory defects. Progressive Mental deterioration

as to the duration of such incapacity, because of the nature of its cause there is no probability of any termination thereof and in the opinion of this affiant, this condition will not improve but will become progressive; that the mental condition of the said John S. Bridges,Jr., is such that it would be very injurious to his health and mental condition for him to appear or be produced in Court at any hearing; that the last occasion upon which the affiant has attended and examined the said John S. Bridges, Jr., prior to the making of this affidavit was on Oct. 26th, 1945, which examination was made within ten days of the filing of the petition herein for the appointment of a Committee.

Walter A. Baetjer, M.D.

IN THESTIMONY that the said affidavit was so made and signed by the above named affiant, I hereunto subscribe my name and affix my Notarial Seal the day and year first hereinbefore mentioned.

Bessie K. Ward,

(Notarial Seal) Notary Public

THIS AGREEMENT OF SALE, made this Third day of October nineteen Hundred and Forty-five between David W. Bridges and Winona S. Bridges, his wife, The First National Bank of Baltimore, Committee for John S. Bridges,Jr., and Mary S. Bridges, wife of

Seller: John S. Bridges, Jr., Mary Eugenia Reeder and Charles L. Reeder, her husband, David W. Bridges and Mary Eugenia Reeder, Trustees U/W John S. Bridges, of the first part

Buyer: Herman D. Gimbal of the second part

Property: WITNESSETH, that the said part___ of the first part do hereby bargain and sell unto the said partyie of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Baltimore City, Maryland, known as 1217-1219 W. North Avenue, extending through to Druid Hill Avenue (known as 2241-2243 Druid Hill Avenue at this point) and now occupied as a Post Office sub-station, including all improvements thereon with apartments on second floor, with the use in common of eleven foot alley adjoining on the east side of the above described premises with the owners of 1215-1215½ W. North Avenue, and subject to an annual ground-rent of Sixty ($60.00) Dollars.

Price: At and for the price of TWENTY-FIVE THOUSAND FIVE HUNDRED ($25,500.00) Dollars of which ONE THOUSAND ($1,000.00) Dollars have been paid prior to the signing hereof and the balance to be paid as follows: Twenty-four Thousand Five Hundred ($24,500.00) Dollars in cash on or before ninety days (90) from the date hereof, at which time

settlement is to be made.

In case of delay in settlement occasioned by the Title Company, or in any Court proceedings that may be necessary for ratification of this contract, the time for settlement shall be extended for a period of thirty (30) days from the expiration date hereof.

Deed: And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer.

Time is the essence of this contract.

Fixtures: ALL permanent or attached fixtures now upon the premises, are recognized as part of this sale.

Expenses: Rent, taxes, special paving tax, water, and other expenses to be adjusted to date of settlement.

Insurance: Insurance to be endorsed by the Seller to cover the respective rights of both parties.

Possession: Possession to be given subject to existing lease with Post Office Department, expiring Dec.25th, 1947, and O.P.A. regulations as to apts to be given at time of settlement.

This sale is made subject to any existing restrictions.

Commission: Buyer agrees to pay W. C. Pinkard and Company, brokers, the commission prescribed by the Real Estate Board of Baltimore on the purchase price.

WITNESS, our hands and seals.

Test:

Leonard B. McLaughlin.

Witness:

J. R. Giese

Witness:

J. T. Johnson

Witness:

J. T. Johnson

Witness

Gladys Hopkins

Witness:

Gladys Hopkins

Herman D. Gimbel (SEAL)

David W. Bridges

Winona S. Bridges

THE FIRST NATIONAL BANK OF BALTIMORE,
Committee for John S. Bridges, Jr.,
By G. H. Barnes,
Vice President

Mary S. Bridges

Mary Eugenia Reeder

Charles L. Reeder

David W. Bridges

and

Mary Eugenia Reeder

Trustees under Will of John S. Bridges -
PARTIES OF THE FIRST PART.

Exhibit A, to Petition filed November 8, 1945.

ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

upon the aforegoing Petition, Affidavits and Medical Certificates, this 8th day of November, 1945, the writ of de lunatico inquirendo be issued to the Sheriff of Anne Arundel County, to inquire into the lunacy of the said John S. Bridges, Jr., a resident of Arnold, Anne Arundel County, Maryland, and it appearing to the Court from said Petition, Affidavit and Medical Certificates that it would greatly excite and injure the said John S. Bridges, Jr., to have him removed from his home, and would be impracticable and attended by great in-

convenience and injury to the said John S. Bridges, Jr., to have him brought before a jury of inquisition, it is further ORDERED that in the execution of said writ de lunatico inquirendo the actual presence or personal appearance of John S. Bridges be and the same is hereby dispensed with, and that said John S.Bridges,Jr., need not be produced before said jury of inquisition, and it is further ORDERED that the writ of subpoena be directed to the said John S. Bridges,Jr., and be issued as prayed.

James Clark.

Filed Nov. 8, 1945

8 Nov. 1945 Order of Court fd.

Ex Parte	:	No. 8819 Equity
In the Matter of	:	In the Circuit Court
JOHN S. BRIDGES, JR.	:	of
a lunitic	:	ANNE ARUNDEL COUNTY.

: : : : : : : : : : : : :

THIS INQUISITION, taken this 23rd day of November, 1945, at the Court House in the City of Annapolis, Maryland, before Joseph Griscom, Sr., Sheriff of Anne Arundel County aforesaid,in and by virtue of the annexed writ De Lunatico Inquirendo, to him directed, issued out of the Circuit Court for Anne Arundel County, In Equity upon the oaths of James J. Murphy, Adolph Braun, Frank Jewell, C. Edward Meade, James Barrett, Carl Thomas, Samuel Hardesty, Charles Sherman Theodore Pantaleo, C. Carroll Worthington, Grover Emrick, and Frank Griffin, good and lawful men of the County aforesaid, who being duly sworn and charged upon their oath aforesaid to inquire into the question of the lunacy vel non of John S. Bridges, Jr., WITNESSETH:

That the Jury aforesaid do find that the said John S. Bridges, Jr., in said writ named, is of unsound mind and a lunatic without lucid intervals so that he is incapable of governing himself, or of managing his estate and that he has been is such frame of mind for sometime past, but how he became so, the jurors alone cannot say, unless by visitation of God.

That the jurors aforesaid also find that the said John S. Bridges, Jr., owns certain cash, securities and other property of an approximate value of Fifty Thousand Dollars ($50,000.), including an undivided one-fourth interest in common in the property in Baltimore City, Maryland; known as No 1217-1219 West North Avenue, which has been sold under Contract of sale dated October 3, 1945 and filed as "Exhibit A to Petition filed herein November 8, 1945."

That the only heirs and next of kin of said John S. Bridges, Jr., are

1. Mary S. Bridges, wife.
2. John S. Bridges,III, son by a former marriage
3. James W. Bridges, son and brother of said John S.Bridges, III .

In Witness Whereof, as well as the jurors aforesaid, the said Joseph H.Griscom, Sr., Sheriff, have hereunto subscribed the names and affixed their seals this 23rd day of November, 1945.

J. J. Murphy (SEAL)

Carl S. Thomas (SEAL)

Adolph C. Braun (SEAL)

T. Carroll Worthington (SEAL)

James H. Barrett (SEAL)

Frank Jewell, Sr., (SEAL)

Samuel D. Hardesty (SEAL)

Frank P. Griffin (SEAL)

Theodore T. Pantaleo (SEAL)

Charles E. Meade (SEAL)

Grover Emerick (SEAL)

Charles H. Sherman (SEAL)

Joseph H. Griscom, Sr., (SEAL)
Sheriff, A. A. County.

(Writ de Lunitico Inquirendo)

MARYLAND, SCT.

THE STATE OF MARYLAND,

To Joseph H. Griscom

Sheriff of Anne Arundel County, Greeting:

BECAUSE WE HAVE RECEIVED INFORMATION THAT John S. Bridges, Jr., of said county, now is and for some time past has been so far deprived of his reason and under standing that -he is unfit and unable to govern himself or manage his affairs to his own great detriment and our manifest prejudice, and we being willing to take care for the indemnity of the said

JOHN S. BRIDGES, Jr.,

in this behalf COMMAND YOU, that you diligently inquire by the Oaths of twelve honest and lawful men of your Bailwick, by whom the truth of the matter may be better known,whether the said

JOHN S. BRIDGES,JR.,

be so far deprived of his understanding that he is altogether unfit and unable to govern himself or to manage his affairs as before stated or not, and if he be,then from what time and how long, and in what manner; and if he enjoys lucid intervals; and when the said

JOHN S. BRIDGES, JR.,

being in such condition aliened any lands or tenements? and if so, then what lands and what tenements and where and when? and to whom or what persons, and in whose hands or what persons' hands the lands and tenements so aliened are? and how and in what manner; and what lands and what tenements yet remain and of whom; or what persons, as well as the lands and tenemants so aliened,as the the lands and tenements so retained in himself are holden; and by what persons and how ; and in what manner, and how mich they are worth by the year in all issued, and who is next of kin and of what age?

And the Inquisition hereof distinctly and plainly made send to the Judges of the Circuit Court for Anne Arundel County, under your hands and seals and the hands and seals of those by whom the said inquisition is made and taken.

James . Murphy
Adolph Braun
Frank Jewell
C. Edward Meade
Samuel Hardesty
Charles Sherman
Theodore Pantaleo
T. Carroll Worthington

James Barrett — Grover Emerick

Carl Thomas — Frank Griffin

WITNESS the Honorable Chief Judge of the Circuit Court for Anne Arundel County, the 5th day of November,A.D. 1945

Issued the 8" day of November, A. D. 1945

(Court Seal) John H. Hopkins, 3rd, CLERK.

Filed Dec 3rd. 1945.

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	OF
JOHN S. BRIDGES, JR.,	:	ANNE ARUNDEL COUNTY NO.
A LUNATIC.	:	8819 - EQUITY

: : : : : : : : : : : :

D E C R E E

The return of the Inquisition taken by the Sheriff of Anne Arundel County, in the State of Maryland, in the above case having been submitted for confirmation and said return and the other proceedings having been read and considered;

It is, thereupon, this 4th day of December, 1945, by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, Adjudged, Ordered and Decreed that the said Inquisition be and it is hereby confirmed.

AND it is further Adjudged, Ordered and Decreed that Mary S. Bridges, wife of said John S. Bridges, Jr., be and she is hereby appointed Committee of the person of the said John S. Bridges, Jr., with full power and authority to assume the control of the person of the said John S. Bridges, Jr., under the direction of this Court.

AND it is further Adjudged, Ordered and Decreed that The First National Bank of Baltimore be and it is hereby appointed Committee of the property and estate of the said John S. Bridges, Jr., with full power and authority to take charge of and manage the property and estate of the said John S. Bridges, Jr., under the direction of this Court; and inasmuch as under the law said The First National Bank of Baltimore is not required to give bond as Trustee or Committee, it shall not be necessary for any bond to be filed by it before entering upon the discharge of its duties as aforesaid.

JAMES CLARK

Judge.

Filed Dec. 4, 1945.

IN THE MATTER OF	:	IN THE
JOHN S. BRIDGES, JR.,	:	CIRCUIT COURT
A Lunatic.	:	OF
	:	ANNE ARUNDEL COUNTY
	:	#8819 EQUITY.

: : : : : : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition and report of First National Bank of Baltimore, Committee of

the property and estate of John S. Bridges, Jr., respectfully shows:-

1. That by decree passed herein December 4th, 1945, your Petitioner after the return of the Inquisition by the Sheriff of Anne Arundel County was appointed Committee of the property and estate of the said John S. Bridges, Jr., with full power and authority to take charge of and manage the same under the direction of this Court.

2. That as set forth in a petition filed in this proceeding November 8, 1945 by Mary S. Bridges, wife, and First National Bank of Baltimore, Committee of the property of John S. Bridges, Jr.,(said First National Bank of Baltimore having been appointed Committee under the Statute of the State of Maryland on December 21, 1944), it was alledged among other things that the said John S. Bridges, Jr. has a one-fourth interest in common in fee simple property in Baltimore City, Maryland, known as Nos. 1217-1219 West North Avenue, and further that all of the joint owners have been endeavoring to sell said property and have effected a sale of the same for $25.500.00 to a certain Herman D.Gimbel under the terms of a contract of sale signed by all the owners dated October 3, 1945, an original of which contract of sale was filed with said petition marked "Exhibit A to Petition filed November 8, 1945" It will be noted that said First National Bank of Baltimore as Committee appointed under the Decree of December 21, 1944 concurred in and signed said contract and as Committee appointed by Decree under date of December 4th, 1945, your Petitioner reaffirms its concurrence in said contract and believes that said sale is eminently advantageous to the said John S. Bridges, Jr.

3. And your Petitioner further reports that said property Nos. 1217-1219 West North Avenue, Baltimore, Maryland, has been sold as is set forth in said contract at private sale for the sum of $25,500.00 (the said John S. Bridges, Jr., being entitled to a one-fourth interest therein) and believes that the same is the highest offer that could be obtained for the same, the terms of sale being as set forth in the aforesaid contract heretofore filed in these proceedings.

WHEREFORE your Petitioner prays the passage of an Order by this Honorable Court authorizing, ratifying and confirming the aforesaid sale.

FIRST NATIONAL BANK OF BALTIMORE,
Committee of the Property and
Estate of John S. Bridges, Jr.

Randolph Barton, Jr.

Solicitor for Petitioner

By J. Theodore Johnson
Assistant Trust Officer

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 7th day of December, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared J. THEODORE JOHNSON, Assistant Trust Officer, of the First National Bank of Baltimore, Committee of the property and estate of the said John S. Bridges, Jr., and made oath in due form of law that the matters and facts set forth in the aforegoing petition and report are true to the best of his knowledge, information and belief and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Genevieve B. Tangney

Notary Public

My Commission expires _

Filed Dec. 10, 1945

J.H.H. #62 Equity

ORDER NISI.

Ordered, this 10th day of December, 1945, That the private sale of the property mentioned in these proceedings made and reported by First National Bank of Baltimore, Committee of the property and estate of John S. Bridges, Jr. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of January, 1946 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 January 1946 next.

The report states that the amount of sales to be $25,500.00, in which the said John S. Bridges, Jr., has a one-fourth interest.

John H. Hopkins, 3rd, CLERK.

CERTIFICATE OF PUBLICATION Annapolis, Md. January 10, 1946

We hereby certify, that the annexed Order Nisi Equity 8819-John S. Bridges,Jr. 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 12th day of January, 1946. The first insertion being made the 11th day of December, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 603

By G. Greve

Filed January 10, 1946

ORDERED BY THE COURT, This 17th day of January, 1946, that the sale made and reported by the Committee 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 Committee allowed the usual commissions and such proper expenses as he shall produce voughers for the Auditor.

James Clark

Final Order 17 Jan'y. 1946 fd.

JOHN WOLAK	:	
VS	:	
	:	IN THE
JOHN DEMYAN, JR., c/o	:	
NOAH A. HILLMAN,Esq, Annapolis, Maryland	:	CIRCUIT COURT
	:	OF
JAMES A. WALTON,	:	ANNE ARUNDEL COUNTY
COUNTY TREASURER OF ANNE ARUNDEL COUNTY	:	NO. 8510 IN EQUITY
& COUNTY COMMISSIONERS OF ANNE ARUNDEL	:	
COUNTY, Annapolis, Maryland		

: : : : : : : : : : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of John Wolak in his own behalf and in behalf of the other heirs of Mary Wolak and George Wolak (both deceased in whose names tax bill records appear) in this cause respectfully shows:-

(1) That he was seized and possessed of a one-sixth interest in a tract of land in the third election district of Anne Arundel County, Maryland which was conveyed to

him by a deed recorded among the Land Records of said County in Liber W.M.B. 124 folio 416 which deed conveyed the said property to Mary Wolak for life with absolute power of disposition and upon the death of the said Mary Wolak without disposing of the same, the property was to pass to Andrew Wolak, one-half interest; John Wolak, one-sixth interest; Rose Kaminski, one-sixth interest; and Katherine Harris one-sixth interest. That the said Mary Wolak has since died without disposing of the said property. That the said Rose Kaminski has also died. That the said tract of land is described as follows:

"Ninety acres more or less on Marley Neck Road, Anne Arundel County beginning for the same in the middle of the Marley Neck Road and on the first line of "Halls Palace" said point of beginning being South twenty-five degrees East from a marked holly tree standing on the Northwest side of said road marked on the plat filed with the proceedings in the care of Charles F. Hodge et al against Charles A. Robinson et al, in the Circuit Court for Anne Arundel County in Equity with the letter "F" thence running with Lot No. 4, on the said plat and bounding on or about the middle of said road North fifty-eight degrees East fourteen perches North sixty-nine and one-half degrees East twenty perches; North sixty-six degrees East twenty-six perches; North fifty degrees East five perches; North seventeen degrees East twenty perches; North fifty degrees East ten perches to the end of the seventh line of lot No. 3 on said plat; thence bounding there reversely South fifty-five degrees East one hundred and fifty-five and two-fifths perches to a stone planted fourteen feet South seven and three-quarter degrees East from a bounded white oak tree said stone being in the line of "Waters Resurvey" and is one of the outlines of the whole thence South sixty-five degrees West one hundred and sixty-three and four-fifths perches to a stone now planted on the first line of "Halls Palace" and in an outline of the whole; thence bounding on the said first line reversely North twenty-three and one-quarter degrees West one hundred and seven and three-fifths perches to the place of beginning. Containing ninety acres two rods and eleven perches of land more or less, and being lot No. 6 on said plat."

(2) That on October 8, 1941 the Plaintiff, John Wolak and the husband of the late Rose Kaminski went to the Treasurer's Office in the Court House at Annapolis, Maryland and asked for the oldest tax bill so that they could pay the same. That the Collector on that date at their request for the oldest tax bill outstanding, gave them the 1939 tax bill in the amount of One Hundred and Four Dollars and Ninety-five Cents ($104.95) which they paid. That they were informed that this was the oldest tax bill outstanding. That a photostatic copy of said paid 1939 tax bill is filed herewith marked "Plaintiff's Exhibit #1".

(3) That at that time the property had apparently been sold for taxes but as will appear from the report of sale filed among the tax records of Anne Arundel County in tax sales Docket J.H.H. 5 folio 357 and being #5714 of the tax sale reports it is not clear whether the property had been sold for 1938 taxes or 1940 taxes. That the notice of proposed advertisement and tax sale which was allegedly mailed to the taxpayers George and Mary Wolak, both of which taxpayers were at that time deceased, notified them that the property would be sold for 1940 taxes but on the face of the said notice there is a notation of the year 1938. The tax levy on the said notice appears to be for the year 1940. That the report of sale states that the property was in default for 1938 taxes and is apparent by a report of sale for the taxes for the year 1938 but further on in said report it appears that the sale may have been for 1940 taxes and it is this sale that appears to have been advertised under the order nisi and appears to have been ratified by the Circuit

Court for Anne Arundel County on December 17, 1942. That the docket of tax sales of Anne Arundel County in Liber J.H.H. 5 folio 504 also shows a report of sale of the property as of November 12, 1942. That this appears on the tax sale docket subsequent to the above sale ratified as aforesaid. That the docket of tax sales of Anne Arundel County also shows a report of a tax sale in Liber J.H.H. 5 folio 171 as of October 14, 1941 and states the sale was withdrawn, that the docket of tax sales of Anne Arundel County in Liber F.A.M. 4 folio 255 also shows a sale of the property as of August 30, 1939 and states that the said sale was withdrawn. That the docket of tax sales of Anne Arundel County in Liber F.A.M. 3 folio 355 also shows a report of a sale as of 1937. That from the above it is apparent that it was not clear to the Complainant herein for what year's taxes the County Treasurer had notified the taxpayer the property was to be sold at the time he appeared in the Treasurer's Office and paid the taxes for the year 1939. Nor is it clear from the notice of proposed advertisement and tax sale and the report of sale just what year's taxes were levied for sale nor for what year's taxes the property was finally sold.

4 (3) That according to the report of sale filed by the Treasurer the property was sold for the sum of Ninety-eight Dollars ($98.00) to John Demyan, Jr. That the property is assessed on the tax records of Anne Arundel at the sum of Thirty-five Hundred and Seventy-five Dollars ($3575.00) and the sale was virtually for the amount of one year's taxes and costs. That to permit the sale to stand would amount to a confiscation of the Complainant's property rather than the sale of the property at any reasonable price to the highest bidder.

5 (4) That the property was not adequately described in the advertisement of sale so as to inform the public of the true value of the same and it is respectfully submitted that the inadequancy of the description may have prevented a sufficient number of bids so as to bring about a sale at a reasonable price.

6 (5)- That the Complainant through his Attorney has written a letter to the Treasurer of Anne Arundel County informing him of the circumstances of the sale and offering to pay all taxes in arrears on the said property together with all Court costs and any other sums as may by law be payable. That no deed has yet been executed by the County Treasurer to Mr. John Demyan, Jr., the purchaser.

TO THE END THEREFORE:-

(1) That the said tax sale proceeding and the sale thereunder to John Demyan,Jr., be declared null and void and set aside by decree of this Honorable Court.

(2) That the said Defendants or a Trustee of this Court appointed for the purpose, execute a deed conveying to the Plaintiff and to Andrew Wolak, Katherine Harris and to the heirs of Rose Kaminski all the right, title, interest and estate, at law or equity, of the Defendants and of all persons claiming by, through, or under them or either of them in anywise represented by them, in or to said realty and improvements so that the Plaintiff and Andrew Wolak, Katherine Harris and the heirs of Rose Kaminski will hold title as if the tax sale to John Demyan, Jr., had never taken place.

~~(3) That the Court decree that the notice of sale is void as to the Plaintiff's case~~

(3) And for such other and further relief as the nature of the Plaintiff's case may require.

AND AS IN DUTY BOUND, ETC.

Ginsberg & Ginsberg

William Sinsky

Solicitors for Plaintiff

STATE OF MARYLAND: CITY OF BALTIMORE: SS:

I HEREBY CERTIFY THat on this 3rd day of May, 1943 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John Wollock and made oath in due form of law that the matters and facts set forth in the within Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS the signature of said Affiant.

John Wolak

Affiant

SUBSCRIBED AND SWORN to before me, a Notary Public the day and year first above written.

Ruth Blair

Notary Public

(Notarial Seal)

Geo. H. & Mary Wollock — Do not detach this stub — Tax Levy District No. 3. 1939

Assessment Real & Personal		Total	Index No. Arrears	County Real & Personal	Amount	Discount	Interest & Penalty
3575		3575			75.08	—	$12.00
				Special Real & Personal	____	Adv.	2.00
(ANNE ARUNDEL)				County Intangible	____	Costs	6.50
(10 8 41)				State Real & Personal	8.35	None	1.02
(CO. TREAS.)				State Intangible	-----	None	----
				Total Tax	83.43		21.52
				Discount or interest	21.52		
				Total	104.95		

Filed May 5th, 1943

JOHN WOLAK, : IN
VS : THE CIRCUIT COURT
John Demyan, Jr.% Noah A. Hillman,Edq. : FOR
James A. Walton County Treasurer of A.A. : ANNE ARUNDEL COUNTY.
County, and County Commissioners of A.A. : No. 8510 Equity
County, Annapolis, Md. :
: : :

To the Honorable, the Judge of said Court:

The Answer of James A. Walton, Treasurer of Anne Arundel County, to the bill of complaint filed in this cause.

This defendant, answering, says:

1. That he has no knowledge of the allegations in the first paragraph of said Bill of complaint.

2. That he denies the allegations in the second paragraph of said bill of complaint.

3. Answering the third paragraph, this defendant avers that said property was sold for default in the payment of taxes owing for the year 1938, as will appear by reference to #5714 Tax Sales, Tax Sales Docket J.H.H. No. 5, folio 357, and that said sale was ratified December 17, 1942.

4. That this defendant admits that the property was sold for the sum of Ninety-eight Dollars, to the highest bidder as provided by law.

5. That he denies the allegations in the fifth paragraph of said bill of complaint.

6. That he admits the allegations in the sixth paragraph of said bill of complaint.

Having fully answered said bill of complaint, this defendant prays to be hence dismissed with his costs.

And as in duty bound, etc.

James A. Walton
County Treasurer

Benjamin Michaelson
Solicitor for Defendant.

Filed June 22", 1943.

John Wolak, : IN
vs : THE CIRCUIT COURT
John Demyan, Jr.% Noah A. Hillman, Esq. : OF
James A.Walton County Treasurer of A.A. :
County, and County Commissioners of A.A. : ANNE ARUNDEL COUNTY.
County, Annapolis, Md. : No. 8510 Equity.
: : :

To the Honorable, the Judge of said Court:

The Answer of the County Commissioners of Anne Arundel County to the bill of complaint of John Wolak, filed against it.

This defendant, answering, says:

1. That it has no knowledge of the matters and things alleged in the several

paragraphs of said bill of complaint, filed herein.

2. That said bill of complaint contains no allegations relating to this defendant, the County Commissioners of Anne Arundel County, and that this defendant is not properly a party to this suit.

Having fully answered, this defendant prays to be hence dismissed with its costs.

And as in duty bound, etc.

Benjamin Michaelson

Solicitor for Defendant, County Commissioners of Anne Arundel County.

Filed June 22, 1943.

John Wolak	:	In the Circuit Court for
vs	:	Anne Arundel County
John Demyan,Jr.,et al	:	No. 8510 Equity

:
.....
:
:::::

To the Honorable, the Judges of said Court:

John Demyan, Jr., by Noah A. Hillman, his Solicitor, demurs to the Bill of Complaint in this Court exhibited against him and to each and every part and paragraph thereof and to each and every prayer for relief therein and for grounds of demurrer says:

1. That proper exhibits have not been filed, although mentioned in the Bill of Complaint.

2. That there is a non-joinder of parties, the heirs of Mary Wolak not being the proper parties if the plaintiff claims under the deed mentioned; and there is a further non-joinder of parties if the plaintiff claims under the deed, inasmuch as it is not shown who the heirs of Rose Kaminski are, nor are they made parties.

3. That paragraph Number (3) of the Bill set forths a number of tax sales and states that it was not clear "from the proposed advertisement and tax sale and the report of sale just what year's taxes were levied for sale nor for what year's taxes the property was finally sold ", which is inconsistent with the later allegation (par 4) that the "property was not adequately described in the advertisement of sale" nor does plaintiff allege wherein the advertisement did not adequately describe the property.

(4) That said Bill of Complaint is insufficient,both in law and equity,and is bad in substance.

And for other reasons to be assigned at the hearing of this demurrer.

Noah A. Hillman

Solicitor for John Demyan, Jr.

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby certify, that on this 3rd day of December, 1945,before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared John Demyan,Jr., one of the defendants in the above entitled cause and made oath in due form of law that the foregoing demurrer is filed in good faith and not for the purpose of delay

As witness my hand and Notarial Seal.

Lillian M. Fine,

(Notarial Seal) Notary Public

George & Mary Wallock
Brooklyn Md. RFD

90 Acres & Imps
Marley Neck

To County Commissioners of Anne Arundel County and State of Maryland Dr.:
Dist. 3 Index No. 27093.

James A. Walton, Treasurer

TAX LEVY 1940	Basis	Taxes and Int.
COUNTY TAX,R. and P 3575		69.36
SPECIAL TAX		
COUNTY INTANGIBLE		
COUNTY INTEREST		12.13
STATE TAX R. AND P.		8.23
STATE INTANGIBLE		
STATE INTEREST		.53
ADVERTISEMENT		2.00
COSTS,NOTICES and FEES		
PRIOR TAXES		
TOTAL		92.25

NOTICE
OF
ADVERTISEMENT AND
TAX SALE
Because of Delinquent Taxes
on Your Property

You are hereby notified, that if your taxes for the year 1940 and all taxes in arrears are not paid before August 1st,1941, I will proceed to advertise this property for sale, then if not paid before the Second Monday in October 1941,together with interest accrued thereon, and the proportional costs of notice and fees, I will proceed at 10 o'-clock A.M.,onnsaid Second Monday in October 1941 at the Court House in Anne Arundel County at Annapolis, Maryland, to offer your land and property to the highest bidder for cash.

This notice is given as required by the Public Local Laws of Maryland, Acts of 1931, Chapter 280, Section 495 (as amended by the Acts of 1935. Chapter No.582).

JAMES A. WALTON
County Treasurer.

Hearing April 1, 1946

Demurrer sustained, with leave to amend within thirty days.

Filed Dec. 4", 1945

PETITION AND ORDER OF COURT.

JOHN WOLAK

VS

JOHN DEMYAN, JR., c/o Noah A. Hillman,Esq. Annapolis, Maryland

JAMES A. WALTON,
COUNTY TREASURER OF ANNE ARUNDEL COUNTY
& COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, Annapolis, Maryland

IN THE
CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY
EQUITY NO. 8510

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Wolak, John Demyan, Jr., County Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, respectfully show unto your Honors:-

(1) That heretofore John Wolak filed his Bill of Complaint in this Honorable Court, praying to the following:

(a) That the said tax sale proceeding and the sale thereunder to John Demyan, Jr., be declared null and void and set aside by decree of this Honorable Court.

(b) That the said Defendants or a Trustee of this Court appointed for the purpose, execute a deed conveying to the Plaintiff and to Andrew Wolak, Katherine Harris and to the heirs of Rose Kaminski all the right, title, interest and estate, at law or equity, of the Defendants and of all persons claiming by, through, or under them or either of them in anywise represented by the, in or to said realty and improvements so that the Plaintiff and Andrew Wolak, Katherine Harris and the heirs of Rose Kaminski will hold title as if the tax sale to John Demyan, Jr., had never taken place.

(c) And for such other and further relief as the nature of the Plaintiff's case may require.

(2) That the said Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County filed their separate answers to the said Bill of Complaint, and John Demyan, Jr., Demurred to the said Bill of Complaint.

(3) That on hearing held on April 1st, 1946, on the demurrer of John Demyan, Jr., to the said Bill of Complaint, this Honorable Court sustained said demurrer with leave to the Plaintiff to amend within thirty days.

(4) That the tax records show that there have been five tax sales instituted against George and Mary Walloch (the correct name being Wolak). That four of these tax sales have been dismissed and the fifth sale recorded in tax sales Docket J.H.H. No. 5, folio 357,is the one in which the property was sold on October 14, 1941 to John Demyan, Jr., That no deed has been executed in favor of John Demyan, Jr.,

(5) That all of the parties of these proceedings have agreed, subject to the approval of this Honorable Court, that the proper disposition of these proceedings would be a decree declaring the sale to John Demyan,Jr. to be null, void, and of no effect, upon the payment of the sum of Six Hundred ($600.00) Dollars by the Plaintiff, John Wolak to the said John Demyan, Jr., and the costs of these proceedings, to the Clerk of this Court; and that upon the payment of said sum and costs, the title to the said land and improvements mentioned in the Bill of Complaint be declared to be in John Wolak, Andrew Wolak, Katherine Harris and the heirs of the late Rose Kaminski, to the same extent as if the tax sale to John Demyan, Jr., had never taken place.

WHEREFORE, THE PETITIONERS PRAY that a decree by consent may be passed by this Honorable Court, decreeing the tax sale to John Demyan, Jr.,to be null, void and of no effect, upon the payment by the Plaintiff to the said John Demyan, Jr. of the sum of Six Hundred ($600.00) Dollars and the payment of costs of these proceedings to the Clerk of this Court; and upon the payment of the aforesaid sums, title, interest and estate, at law or equity, of the Defendants to these proceedings and of all persons claiming by, through, or under them, or either of them, in anywise represented by them, in or to said land and improvements be declared to be in John Wolak, Andrew Wolak, Katherine Harris, and the heirs of the late Rose Kaminski, as if the tax sale to John Demyan, Jr., had never taken place.

AND AS IN DUTY BOUND, ETC.

Ginsberg and Ginsberg
William Sinsky
Solicitors for John Wolak
Noah A. Hillman,

J. H.H. #62 Equity

Solicitor for John Demyan,Jr.
Benjamin Michaelson

Solicitor for County Treasurer of
Anne Arundel County
Benjamin Michaelson

Solicitor for County Commissioners
of Anne Arundel County.

John Wolak
Plaintiff
John Demyan, Jr.,
Thos. W. Davis
County Treasurer of Anne Arundel County
John J. Levay
County Commissioners of Anne
Arundel County.

John Wolak	:	IN THE
VS	:	CIRCUIT COURT
JOHN DEMYAN, JR.,c/o Noah A. Hillman,Esq.	:	OF
Annapolis, Maryland,	:	ANNE ARUNDEL COUNTY
JAMES A. WALTON,	:	EQUITY NO.8510,
COUNTY TREASURER OF ANNE ARUNDEL COUNTY	:	
& COUNTY COMMISSIONERS OF ANNE ARUNDEL	:	
COUNTY, Annapolis, Maryland.	:	

ORDER OF COURT

Upon the aforegoing Petition, it is by the consent of all the parties to these proceedings, ADJUDGED, ORDERED and DECREED, this 26" day of April 1946, as follows:

(1) That the tax sale of October 14th, 1941 to John Demyan, Jr., recorded in tax sale Docket J.H.H. No. 5, folio 357, of the property mentioned in these proceedings, be and the same is hereby declared null, void and of no effect.

(2) That tthe right, title, interest and estate at law or equity, of the Defendants, and all of the persons claiming by, through or under them, or either of them, or in anywise represented by them, in or to the land or improvements mentioned in the Bill of Complaint, be and is hereby vested in John Wolak, Andrew Wolak, Katherine Harris, and in the heirs of the late Rose Kaminski, as if the tax sale to John Demyan, Jr., had never taken place.

(3) That John Wolak Pay to the said John Demyan, Jr., the sum of Six Hundred ($600.00) Dollars.

(4) That John Wolak pay the taxes outstanding on the property mentioned in these proceedings for the years 1940, 1941, 1942, 1943, 1944, 1945 and 1946.

(5) That the Plaintiff pay the costs of these proceedings.

William J. McWilliams

Filed April 25, 1946. fd.

J.H.H. #62 Equity

JOHN WOLAK, Plaintiff	:	NO. 8510 Equity
	:	IN THE CIRCUIT COURT
vs	:	FOR
JOHN DEMYAN,JR., et al	:	ANNE ARUNDEL COUNTY
DEFENDANT	:	

: : : : : : : : : : : : : : :

ORDER-SATISFACTION

Mr. Clerk:

PLEASE enter the sum of $600.00 decreed to be paid to John Demyan,Jr. "Paid, Settled and Satisfied".

Noah A. Hillman

ATTORNEY FOR PLAINTIFF

Filed April 26". 1946.

ANNE ARUNDEL COUNTY

Office of

TREASURER.

Annapolis, Maryland.

THOMAS W. DAVIS — Office Hours

Treasurer — 10 A.M. 4 P.M.

April 26, 1946.

This is to certify that John Wolak has paid $712.94 in full payment of taxes up to and including December 31, 1946.

Thomas W. Davis, County Treasurer

Per Verne W. Black,

Ass. Treas.

Order of Satisfaction of taxes

Filed April 26", 1946.

HARRY W. FRITZ	:	No. 8617 Equity
VS	:	In the
John L. Stieff and Dora Stieff,	:	Circuit Court
his wife, Frankie Wilson and the	:	for
Board of County Commissioners of	:	
Anne Arundel County a body	:	ANNE ARUNDEL COUNTY
corporate.	:	

: : : : : : : : : : : : : :

To the Honorable, the Judges of said Court:

Your Orator humbly complaining says:

1.

That on the 14th day of June, 1928, he and his wife procured from Joseph Waclawski and wife Lots Nos. 82 and 83 at Shoreland, said deed being duly recorded among the Land Records of Anne Arundel County in Liber F.S.R No. 27, folio 338, a certified copy of the said deed being filed herewith as Plaintiff Exhibit No.1 and that by deed dated November

25th, 1927, they procured from The Pontiac Chieftian Club, Inc., Lot No. 32 at Shoreland, said deed being duly recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 31, folio 323, a certified copy of said deed being filed herewith as Plaintiff Exhibit No. 2, the said Ida Fritz having heretofore departed this life vesting a fee simple title in your Orator.

2.

That since the death of his said wife your Orator has been afflicted with a disease known as paresis which is the softening of the brain and causes the afflicted individual to become childish.

3.

That on the second Monday in October 1942 James A. Walton as County Treasurer sold the three lots of ground aforesaid together with the improvements thereon for the sum of $73.72 to the Board of County Commissioners for Anne Arundel County there being no bidders at the said sale.

4.

That on the 12th day of November, 1942, the said sale was duly reported to this Honorable Court and on September 8th, 1943, the order nisi was signed and on the 28th of October this Honorable Court finally ratified and confirmed the treasurer's report of sale.

5.

That John L. Stieff is the chief transfer clerk in the Board of County Commissioners and realizing that there was an opportunity to enhance himself financially at the expense of the invalid Orator rushed the final order of ratification of sale to the Court prior to the time when the others were taken up in due course and as heretofore stated had the sale ratified. He thereupon immediately filed a petition to the Board of County Commissioners offering to pay them the sum of $73.72, the total amount due the County for taxes, costs of sale, advertisement, auctioneer's fee, etc., and on the said day the County Commissioners accepted the said offer of $73.72 even though the property was assessed for the sum of $1850.

6.

That the said John L. Stieff then had the deed executed in the name of himself and wife as tenants by the entireties Exhibit No. 3, and immediately went to the said Harry W. Fritz and advised him that he had purchased his property at a tax sale and if your Orator desired to remain in the premises he would have to pay him the sum of $5,000 for the deed of the said John L. Stieff and wife and for the further privilege of remaining in his own home.

7.

That your Orator had received no official notice of the proposed sale even though he had lived there on the same place for the past ten years so he immediately notified a friend of his who sought the services of George B. Woelfel, an attorney at law, in an effort to retain the property.

8.

That the said George B. Woelfel went to the said Board of County Commissioners and offered to redeem the property and was informed that it had sold its interest to

the transfer clerk and that the dealings would have to be had with him. Subsequently, said George B. Woelfel interviewed the said John L. Stieff, the transfer clerk, who agreed to accept no less than three thousand dollars and when requested to lower the price somewhat commensurate with the amount he paid, the said John L. Stieff informed the attorney for your Orator to wait a while and he would let him know what he and his wife had decided they would take. After waiting a period of about thirty days the said attorney again requested the said transfer clerk to the Board of County Commissioners of Anne Arundel County, John L. Stieff, what he would take for his deed and was then and there informed that he had sold the property unto Frankie Wilson, a lawyer, for the sum of $1200. Exhibit No.4.

9.

That the said Frankie Wilson, being an attorney, could not avail herself of the privilege of a bona fide purchaser as she knew or should have known that your said Orator was never notified in accordance with the law in such cases made and provided for the sale of the property. Furthermore, the said Frankie Wilson was aware of the fact that the two properties were each separately assessed and should have been each separately sold for the taxes due on them instead of selling all of them in one particular sale.

That the said Frankie Wilson immediately upon purchasing said property instituted suit in ejectment on the law side of this Court to which said suit your Orator has filed a general issue plea of not guilty though your Orator is firmly convinced that the law court is not the proper court in which to try these issues.

To the end, therefore:

1. That the said Frankie Wilson may be enjoined from proceeding with the ejectment suit.

2. And that the tax sale may be declared to be null and void.

3. And that the deed from the County Commissioners to John L. Stieff and Dora Stieff, his wife, may be declared null and void.

4. That the deed from John L. Stieff and wife to Frankie Wilson may likewise be declared null and void.

5. That the said Frankie Wilson may be restrained from further alienating said property in these proceedings mentioned to the termination of this suit.

6. And for such other and further relief as the case may require.

May it please your Honor to grant unto your Orator the writ of subpoena directed to John L. Stieff and Dora Stieff, his wife, Frankie Wilson, adults, and the Board of County Commissioners of Anne Arundel County, a body corporate, 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 herein.

And as in duty bound, etc.

Harry W. Fritz,

Orator.

George B. Woelfel

Solicitor for Orator.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby certify that upon this 11th day of April, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Harry W. Fritz who made oath in due form of law that the matters and facts stated in the aforegoing Bill of Complaint are true to the best of his knowledge

and belief.

Witness my hand and seal Notarial.

Mary M. Hoff

(Notarial Seal) Notary Public

ORDER OF COURT

Upon the aforegoing bill of Complaint, exhibits and affidavit, it is this day of April, 1944, by the Circuit Court for Anne Arundel County, in equity, ORDERED that Frankie Wilson be, and she is hereby restrained from further proceeding with her ejectment case against the said Harry W. Fritz.

And it is further ORDERED by the authority aforesaid that the said Frankie Wilson be, and she is hereby directed not to alienate the property in these proceedings mentioned until the termination of this suit.

_____
Judge

Bill of Complaint filed April 12, 1944.

Plaintiff Exh. #1 A

THIS DEED, Made this 14th day of June, in the year 1928, by Joseph Waclawski and Kamila Waclawaki his wife, parties of the first part and Harry Fritz and Ida Fritz, his wife, parties of the second part, all of Anne Arundel County, in the State of Maryland.

WITNESSETH, That for and in consideration of the sum of Ten Dollars ($10.00) the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, in fee simple, all that tract of land situate, lying and being in the Fifth Election District of Anne Arundel County and described as follows:

BEGINNING for the same on the northwest side of Furnace Avenue, 170 feet northeasterly from Shoreland Drive, and running thence northeasterly fronting on Furnace Avenue, 135 feet with and even rectangular depth northwesterly of 280 feet more or less, being lots numbered 82, and 83 on the plat "A" of Shoreland and recorded among the Plat Records of Anne Arundel County, simultaneously with this deed.

BEING the same property which was conveyed to Joseph Waclawski and Kamila Waclawski, his wife, by Cityco Realty Company of Baltimore City, by deed bearing date the 16th day of July, in the year 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 52 folio 133.

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 said described lot of ground and premises,unto and to the use of the said Harry Fritz and Ida Fritz, their heirs and assigns forever in fee simple, and subject to the following conditions, which the Grantees covenent to perform.

FIRST: AT no time shall any part of the said land be used or occupied for the manufacture, brewing, distilling or sale or spirituous or malt liquor, nor shall the said lot or any part thereof, or any building erected thereon at any time hereafter be used or occupied as a Tavern, Drinking Saloon, Bone boiling eastalishment,Tannery, Slaughter-house, Glue, Soap, Candle Stand or Gunpowder Manufacture or for any other

offensive or dangerous purposes.

SECOND: The house or building line shall be fifteen feet back from the street line and no part of any building such as porch, veranda, bay or projecting windows, areas or steps, shall be erected more than six feet beyond said building line.

THIRD: No barn, stable or other outbuilding shall be erected nearer to the main road or Avenue on which the lots front than twenty feet; or nearer to any other road or avenue than twenty five feet.

FOURTH: At no time shall the above described lots or any part thereof, or any building thereon erected be sold, leased or transferred to or occupied by any negro or person of negro descent. This provision, however,not to include occupancy by servants or any employees or owners or occupant of the above described lots,

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS: JOSEPH WACLAWSKI (SEAL)

THOMAS O. GOTT KAMILA WACLAWSKI (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 14th day of June, in the year 1928, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Joseph Waclawski and Kamila Waclawski, his wife, the Grantors in the aforesaid deed, and acknowledged the execution of same.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) THOMAS O. GOTT

NOTARY PUBLIC

RECORDED JUNE 14, 1928 at 12 Noon.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the foregoing Deed was truly taken and copied from Liber F.S.R. 27, folio 338, 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 10th day of April, A.D. 1944.

(Court Seal) John H. Hopkins, 3rd, Clerk.

Filed April 12", 1944.

Plaintiff's Exhibit #2 B

THIS DEED, made this 25th day of November in the year one thousand nine hundred and twenty-seven between The Pontiac Chieftain Club, Incorporated, a body corporate in the State of Maryland, of the first part and Harry W. Fritz and Ida Fritz, his wife, of the second part.

WITNESSETH, that in consideration of the sum of Five (5) dollars and other good and valuable considerations the said party of the first part does grant and convey unto the said parties of the second part, their heirs and assigns, all that lot of ground situate in Anne Arundel County and described as follows, that is to say:

BEING known and designated as Lot No. 32 on Plat A of Shoreland, which plat is of

record in the office of the Clerk of the Circuit Court for Anne Arundel County, in Plat Book W.N.W. No. 2, folio 2.

BEING the same lot of ground described in a confirmatory deed dated November 23, 1927 and intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County from The Pontiac Club, Inc., to The Pontiac Chieftian Club of Baltimore City.

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

TO HAVE AND TO HOLD the said described lot of ground and premises, unto and to the use of the said parties of the second part, their heirs and assigns, forever in fee simple.

AND THE said party of the first part hereby covenants that it has not done nor suffered to be done any act matter or thing whatsoever, to encumber the property hereby conveyed; and it will warrant specially the property hereby granted; and will execute such further assurances of the same as may be requisite.

WITNESS the corporate seal of said grantor and the signature of Albert A. Ring, President thereof.

Teste: Ella Hrabanek — The Pontiac Chieftian Club, Inc.,

(CORPORATE SEAL) — By: Albert A. Ring

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I Hereby Certify that on this 25th day of November in the year one thousand nine hundred and twenty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Albert A. Ring,President of The Pontiac Chieftian Club, Inc., and they acknowledged the foregoing Deed to be the corporate act of said body corporate.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) — ELLA HRABANEK

NOTARY PUBLIC

Recorded NOVEMBER 30, 1927 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify that the foregoing DEED was truly taken and copied from Liber F.S.R. 31 folio 323, 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 10th day of April, A.D. 1944.

(CIRCUIT COURT SEAL) — JOHN H. HOPKINS, 3rd, Clerk.

Plaintiff's Exhibit No.2 B filed April 12, 1944.

PLAINTIFF'S EXHIBIT NO. 3 D

THIS DEED, made this 2 day of November, 1943, by and between James A. Walton, Treasurer of Anne Arundel County, Maryland, party of the first part, and the County Commissioners of Anne Arundel County, a body corporate, purchaser of the hereinafter mentioned property in a tax sale held on the 13th day of October, 1942, party of the second part, and John L. Stieff and Dora M. Stieff, his wife, parties of the third part of Anne Arundel County, Maryland.

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year 1941 and assessed to Harry W. Fritz, and the said James A. Walton, 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 in him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the property hereinafter mentioned and described to enforce the payment of said taxes so in default, and

WHEREAS, on the 13th day of October, 1942, the said James A. Walton, Treasurer aforementioned, sold said property hereinafter described, at public sale to the County Commissioners of Anne Arundel County at and for the sum of $73.72, it being then and there the highest bidder therefor, and

WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County, and the proceedings having been found regular and the provisions of the law complied with and Order Nisi was duly passed therein, and

WHEREAS, after publication of said Order Nisi as required by law, the said sale was ratified as finally and confirmed by the said Court, and the said James A. Walton, is authorized to join in this execution of this deed, and

WHEREAS, the said County Commissioners, a body corporate has sold all of its right, title and interest in said property to said purchasers, John L. Stieff and Dora M.Stieff, his wife.

NOW, THEREFORE, THIS DEED WITNESSETH: THAT for and in consideration of the premises and the sum of $73.72, the said party of the first part and the said party of the second part do hereby grant and convey unto the said John L. Stieff and Dora M. Stieff, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, all those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, known as Lots Nos. 82 and 83 Plat A at Shorelands and Lot No. 32, Furnace Avenue, Shoreland.

BEING the same lots of ground which were conveyed to Harry W. Fritz, by deed dated June 14th, 1928 from Joseph Waclawski and wife, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27, folio 338, and by deed dated November 30th,1927, from Pontiac Chieftian Club, and recorded among the Land Records aforesaid in Liber F.S.R. 31, folio 324.

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

TO HAVE AND TO HOLD the said lots of ground unto and to the proper use and benefit of John L. Stieff and Dora M. Stieff, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

WITNESS, the hand and seal of James A. Walton, Treasurer of aforesaid County, witness the signature of John J. Levay, President of the County Commissioners of aforesaid County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

WITNESS RUTH O'CONNOR

JAMES A. WALTON (SEAL)
Treasurer

ATTEST: R. Harry Arnold,
Clerk

(CORPORATE SEAL)

County Commissioners of
Anne Arundel County
By; John J. Levay (seal)
President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I Hereby certify, that on this 2 day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James A. Walton, Treasurer of Anne Arundel County, and duly acknowledged the aforegoing instrument to be his act and Deed, and at the same time also personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the the the act and deed of the said body corporate.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL)

THEODORE T. PANTALEO
NOTARY PUBLIC

My commission expires:
May 7, 1945

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Deed left for record on November 2, 1943 at 3 P.M. in the Circuit Court 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 5th day of November, A. D. 1943.

JOHN H. HOPKINS, 3rd, Clerk.

(COURT SEAL)

Filed April 12, 1944

PLAINTIFF'S EXHIBIT #4 E

(Int. Rev. Stamp $1.65) - (Md. State Stamp $1.20)

THIS DEED, Made this 18 day of November, in the year one thousand nine hundred and forty three, by John L. Stieff and Dora M. Stieff, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and Frankie Wilson, of the same County and State, of the second part.

WITNESSETH: That in consideration of the sum of Five Dollars, and other good and valuable considerations, receipt whereof is hereby acknowledged, the said John L. Stieff, and Dora M. Stieff, his wife, do grant and convey unto the said Frankie Wilson, her heirs and assigns, in fee simple, all those three lots of ground situate, lying and being in the Fifth district of Anne Arundel County, in the State of Maryland, and described as follows:

BEING and COMPRISING all of lot_numbered 32, 82, and 83, Shorelands, as shown on plat of Shorelands, marked Plat "A".

AND BEING the same lots which by deed, dated November 2, 1943, and recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by James A. Walton, Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, to the said John L. Stieff, and Dora M. Stieff, his wife, the grantors herein.

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 Frankie Wilson, 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 granted; and that they will execute such further assurance of the same as may be requisite.

WITNESS the hands and seals of said grantors.

TEST:

THEODORE T. PANTALEO JOHN L. STIEFF (SEAL)

DORA M. STIEFF (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 18th day of November 1943, before me the subscriber, a Notary Public of the State of Maryland,in and for Anne Arundel County aforesaid, personally appeared John L. Stieff and Dora M. Stieff, 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) THEODORE T. PANTALEO

My commission expires May 7, 1945 Notary Public.

Recorded November 19, 1943 at 2-15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY ETC:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 295, folio 217, 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 10th day of April, A. D. 1944.

(Court Seal) JOHN H. HOPKINS, 3rd, Clerk

Filed April 12", 1944

DEMURRER and ANSWER

HARRY W. FRITZ	::	NO. 8617 EQUITY
VS	::	IN THE CIRCUIT COURT
JOHN L. STIEFF and DORA STIEFF, his wife,	::	FOR
FRANKIE WILSON, and the BOARD OF COUNTY	::	ANNE ARUNDEL COUNTY
COMMISSIONERS OF ANNE ARUNDEL COUNTY, a	::	
body corporate	::	
	:::::::	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer and answer of JOHN L. STIEFF and DORA STIEFF, his wife, respondents in the above-entitled cause, to the bill of complaint filed against them respectfully show:

THAT these respondents demur to the said bill of complaint and to each and every paragraph thereof and for grounds of said demurrer show:

FIRST: THAT the said bill of complaint is bad in substance and insufficient in law or in equity.

SECOND: That the complainant has not stated in his bill of complaint such a case as to entitle him to any relief in equity against these respondents.

THIRD: That the matters and facts set forth in said bill of complaint do not show any failure on the part of the Treasurer of Anne Arundel County to comply with the law in the conduct of the tax sale referred to.

FOURTH: That the complainant is referred to as being afflicted with a disease known as paresis, or a softening of the brain, under which condition he must necessarily be incapable of prosecuting this suit in his own behalf.

AND for other good and sufficient reasons to be shown at the hearing hereon.

AND still further answering said bill of complaint and each and every paragraph thereof and averring that they are entitled to have the demurrer interposed in this cause prior to the hearing on the facts alleged in said bill of complaint, these respondents respectfully show unto Your Honors:

FIRST: That they neither admit nor deny the allegations contained in Paragraph One of said bill of complaint, but assume they are true inasmuch as they are of record.

SECOND: That they neither admit nor deny the allegations contained in Paragraph Two of said bill of complaint, which, if true, would render the complainant incapable of prosecuting this suit.

THIRD: That they admit the allegations contained in Paragraph Three of said bill of complaint.

FOURTH: That the matters alleged in Paragraph Four are matters of record, and, therefore, assumed to be true.

FIFTH: That the respondent, JOHN L. STIEFF, emphatically denies any ulterior motives or deceitful intent on his part in having the sale ratified by the Court and alleges that the procedure he adopted in the same followed by all purchasers of tax sale property who wish to complete the court records in order that a proper deed may be executed by the County Treasurer.

SIXTH: He denies the allegations contained in Paragraph Six of said bill of complaint as therein set forth and states that the records will show that he did not acquire his deed to the aforesaid property until November 2, 1943, and that out of respect to the complainant, he gave him the first opportunity to purchase this property at a sum considerably less than the $5,000.00 mentioned.

SEVENTH: That he neither admits nor denies the allegations contained in Paragraph Seven of said bill of complaint; but he is assured by the County Treasurer that proper notice was sent to the complainant, who, if suffering from paresis, as stated by the complainant's solicitor, is not now in a condition to recall its receipt.

EIGHTH: The respondent, JOHN L. STIEFF, admits having certain conversations with the solicitor for the complainant, but he denies that they were as set forth in Paragraph Eight of the bill of complaint. He gave Mr. Woelfel an opportunity to purchase the property for his client, but the refusal was so positive that he immediately undertook to sell it to the first acceptable purchaser. He denies taking any unfair advantage of Mr. Woelfel or his client and, furthermore, alleges that the entire transaction was ethical and businesslike.

NINTH: Having no knowledge of the matters and facts alleged in Paragraph Nine of said bill of complaint, these respondents are unable to answer the same.

TENTH: Having no knowledge of the matters and facts alleged in Paragraph Ten of

said bill of complaint, they are unable to answer the same.

AND further answering said bill of complaint, these respondents allege that the entire procedure adopted by the County Treasurer in the conduct of the tax sale was legal and in conformity with the statutes governing the same; that these respondents purchased the property fairly, honestly and sincerely, without any fraud or deceit; thereby impressing them with good title. That the complainant has alleged nothing to support his prayer to have the sale set aside and the deed declared null and void.

AND having fully answered said bill of complaint, these respondents pray to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Solicitor for Respondents,

John L. Stieff and Dora Stieff-

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of April, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOHN L. STIEFF and DORA STIEFF, his wife, the within-named respondents, and made oath in due form of law that the matters and facts set forth in the aforegoing answer are true to the best of their knowledge and belief and that the aforegoing demurrer is not filed for the purpose of delay.

(NOTARIAL SEAL)

Grace E. Roth

Notary Public

Service of Copy of the within Demurrer & Answer hereby admitted this 27 day of April, 1944.

George B. Woelfel

H.

Filed April 27" 1944

DEMURRER AND ANSWER TO Bill of Complaint.

HARRY W. FRITZ	:	No. 8617 Equity
VS	:	IN THE CIRCUIT COURT
JOHN L. STIEFF and DORA STIEFF, his	:	FOR
wife, FRANKIE WILSON and the BOARD OF	:	ANNE ARUNDEL COUNTY
COUNTY COMMISSIONERS OF ANNE ARUNDEL	:	
COUNTY, a body corporate	:	

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Frankie Wilson, one of the Respondents in this cause and demurs and answers to the Bill of Complaint filed, and for cause of demurrer says:

ONE: That the Bill of Complaint is bad in substance and insufficient in law or in equity.

TWO: That the Complainant has not stated in his Bill of Complaint such a cause as to entitle him to any relief in equity against these Respondents.

THREE: That the Bill of Complaint on its face shows an improper joinder of parties to this cause, in that it is alleged that the Complainant is incompetent and incapable of instituting suit, and further that the said James A. Walton, County Treasurer, referred to in these proceedings is not made a party defendant.

FOUR: That the said Bill of Complaint is multifarious in that it sets forth causes and prays relief in a manner to require an Equity Court to try title to land, to enjoin a pending law suit wherein the question of title involving the same subject matter is involved, and asks for injunction relief and mandatory relief against law proceedings, which are properly instituted for the purpose of trying title to real estate;

AND for other causes and reasons to be shown at the hearing on this demurrer .

AND for answer says:

AND still further answering said Bill of Complaint and each and every paragraph thereof and averring that they are entitled to have the demurrer interposed in this cause prior to the hearing on the facts alleged in said Bill of Complaint, these respondents respectfully show unto Your Honors:

ONE: That she neither admits nor denies the allegations contained in Paragraph One of the said Bill of Complaint, but assume they are true inasmuch as they are matters of records.

TWO: That she neither admit nor deny the allegations contained in Paragraph Two of said Bill of Complaint, which, if true, would render the Complainant incapable of prosecuting this suit.

THREE: That she admits the allegations contained in Paragraph Three of the said Bill of Complaint.

FOUR: That the matters alleged in Paragraph Four are matters of record, and, therefore, assumed to be true.

FIVE: That she neither admits nor denies the allegations contained in Paragraph Five of the said Bill of Complaint, and respectfully represents that she has no knowledge of the matters and facts therein contained.

SIX: That she neither admits nor denies the allegations contained in Paragraph Six of the said Bill of Complaint, and respectfully represents that she has no knowledge of the matters and facts therein contained.

SEVEN: That she neither admits nor denies the allegations contained in Paragraph Seven of the said Bill of Complaint, and respectfully represents that she has no knowledge of the matters and facts therein contained.

Eight: That she neither admits nor denies the allegations contained in Paragraph Eight of the said Bill of Complaint, and respectfully represents that she has no knowledge of the matters and facts therein contained.

NINE: That she neither admits nor denies the allegations contained in Paragraph Nine of the said Bill of Complaint.

TEN: That she admits the allegations contained in Paragraph Ten of the said Bill of Complaint, and respectfully represents to this Honorable Court that the law Court has full and proper jurisdiction of the subject matter pending in the ejectment suit involving the property mentioned in these proceedings.

AND having fully answered the said Bill of Complaint, she prays to be hence dismissed with costs.

AND AS IN DUTY BOUND, ETC.

Louis M. Strauss

Solicitor for Respondent,Frankie Wilson.

J.H.H. #62 Equity

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of May, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frankie Wilson, one of the Respondents herein, and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of her knowledge and belief, and that the foregoing demurrer is not take_ for the purpose of delay.

WITNESS my hand and Notarial Seal.

Josephine S. Mason

(NOTARIAL SEAL)

Notary Public

Service of copy admitted this _____ day of May 1944. _____ Attorney for Plaintiff.

Filed May 5", 1944

DEMURRER and ANSWER OF CO.COMM. OF A. A.CO. a body corp.

Harry W. Fritz,	:	No. 8617 Equity.
vs	:	IN
John L. Stieff and Dora Stieff,	:	The Circuit Court
his wife, Frankie Wilson and	:	For
the Board of County Commissioners	:	Anne Arundel County.
of Anne Arundel County, a body	:	
corporate.	:	
:	:	:

To the Honorable, the Judges of said Court;

The demurrer, and answer of the County Commissioners of Anne Arundel County, a body corporate, defendant, to the bill of complaint against it in this Court exhibited.

This defendant demurs to said bill of complaint and for cause of demurrer, shows:

(1) That the allegations in said bill of complaint are bad in substance and insufficient in law.

(2) That the plaintiff has not stated in his bill such a case as entitled him to any relief in equity.

(3) That there is no exhibit filed in connection with the allegation as to the death of the said Ida Fritz.

(4) That if the plaintiff is suffering from paresis, as alleged, then he is not competent to institute this suit, nor is he able to manage his own affairs.

(5) That the bill of complaint contains no allegations that the County Treasurer did not comply with the law relating to tax sales.

(6) That the mere allegation that "your orator had received no official notice of the proposed sale" is insufficient in law to constitute a cause of action in this case.

AND RESERVING ALL FURTHER RIGHTS OF DEMURRER, this defendant, answering said bill of complaint says:

(a) That it neither admits nor denies the allegations in the first paragraph of said bill of complaint.

(b) That it has no knowledge of the matters alleged in the second paragraph of

said bill of complaint.

(c) That it neither admits nor denies the allegations in the third paragraph of said bill of complaint.

(d) That it neither admits nor denies the allagations in the fourth paragraph of said bill of complaint.

(e) That it neither admits nor denies the allegations in the fifth paragraph of said bill of complaint.

(f) That it neither admits nor denies the allegations in the sixth paragraph of said bill of complaint.

(g) Answering the seventh paragraph of said bill of complaint, this defendant avers that the property was advertised for default in payment of taxes, as provided by law.

(h) That it neither admits nor denies the allegations in the eighth paragraph of said bill of complaint.

(i) That it neither admits nor denies the allegations in the ninth paragraph of said bill of complaint.

(j) That it neither admits nor denies the allegations in the tenth paragraph of said bill of complaint.

Having fully answered said bill of complaint in so far as it relates to this defendant, it prays to be hence dismissed with its costs.

And as in duty bound, etc.

Benjamin Michaelson
Solicitor for County Commissioners
of Anne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6" day of May, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, solicitor for the County Commissioners of Anne Arundel County, a body corporate, and made oath in due form of law that the demurrer filed in this case has not been filed for the purpose of delay.

WITNESS my hand and Notarial Seal.

Lina Johnson

(Notarial Seal) Notary Public

Filed May 6", 1944.

OPINION AND ORDER OF COURT August 2, 1944

Harry W. Fritz	)(	No 8617 Equity
vs	)(	In the Circuit Court
John L. Stieff and wife,	)(	for
et al.	)(	Anne Arundel County

OPINION OF COURT

This case is before the Court on demurrers of the three defendants to the bill of complaint.

AS the Court sees the situation, the bill of complaint seeks to raise three

questions, namely:

(1) Was the tax sale therein mentioned valid?

(2) If the answer to the first question is "yes", then did the sale by the County Commissioners of Anne Arundel County to Mr. and Mrs. Stieff violate the public policy of this State?

(3) If the answer to the second question is "yes", then can the plaintiff take advantage thereof?

The pleadings should be so framed that the Court can take up said questions in the order named for it is obvious that if the answer to the first question is "no", the second and third questions become immaterial.

The bill is in the nature of a bill quia timet, and the object is to remove an alleged cloud from the plaintiff's title. The plaintiff must show (1) his title, (2) his possession, (3) that a claim has been made against his title, and (4) that said claim is such that it cannot be enforced either at law or in equity.

The ratification of the sale by the Court created a presumption of its legality, and the plaintiff has the burden of providing its invalidity. (Wagner vs Goodrich, 148 Md. 318; Free vs Green, 175 Md. 36) It is accordingly incumbent on the plaintiff to analyze that tax sale and set up in his bill directly and unequivocally, not by indirection or inference, the particulars wherein he claims the sale is invalid. As a matter of fact, the most pratical way to get at it might be to file a copy of the tax sale proceedings as an exhibit, and then take it step by step and set up the particulars wherein it is supposed to be invalid. As the plaintiff seeks equity, he must at least offer to do equity by paying, or offering to pay, into Court any taxes and costs which he admits are a charge against the property. (Reth vs Levinson, 135 Md. 395) The plaintiff must remember that the burden of proving the sale invalid is on him, and if he expects this Court's aid he must make out a case which will justify the Court's action. If the plaintiff fails to satisfy the Court that the original tax sale was invalid, then it must pass on the second and third questions hereinbefore set out, and in order to do that it must have all the facts and circumstances before it. See 61 C.J., pages 1207-1208, 1209, 1235-1236.

As far as the first question is concerned, Mrs. Wilson's title is based on the tax sale (Taxter vs Shipley, 86 Md. 424) and the County Commissioners of Anne Arundel County and Mr. and Mrs. Stieff, having conveyed all their interest in the property to her, are no longer interested in the matter. It accordingly seems that Mrs. Wilson would be the only necessary party defendant, and possibly the only proper defendant. As to the second and third questions, it seems that the County Commissioners and Mr. and Mrs. Stieff would be proper, if not necesaary, defendants. See 51 C.J., pages 206-209. I cannot see that the Treasurer of Anne Arundel County is either a necessary or a proper party defendant; no relief is prayed against him and it is difficult to see how any could be granted.

I do not feel that the fact that the plaintiff is suffering from paresis precludes him from bringing this suit. Even though he were entirely insane, the defendants would not have the right to take his property without due process of law. Persons suffering from a mental disability, although never formally adjudicated non compos mentis, are pecularly within the protection of a court of chancery. Paresis affects persons in different ways. At times it wholly deprives those suffering therefrom of their reason;

at times it does not. It is not alleged in the bill that the plaintiff is wholly deprived of his reason and I cannot assume that he is. He comes into this Court represented by one of this Court's solicitors, and until something is shown to the contrary I must assume that he is properly represented and that his solicitor speaks with authority. If during the progress of the case, it develope that the protection of the plaintiff's rights demand that a trustee, or a committee, or a prochein ami, or a guardian ad litem be appointed for him, the Court can then do so. (See Rebecca Owings' Case, 1 Bland,272).

I will sustain the demurrers on the ground, first, that the plaintiff did not bring into Court the taxes and costs he admittedly owes, or offer so to do, and, secondly, that he has not set up in his bill with the particularity required by law the grounds he intends to rely on to show the invalidity of the original tax sale; but I will allow him to amend.

James Clark

Judge.

Harry W. Fritz)(No. 8617 Equity

VS. ()

John L. Stieff)(---

and wife,)(

et al)(

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDER OF COURT

The demurrers of the several defendants herein to the bill of complaint coming on for hearing and being submitted, counsel were heard and the proceedings were read and considered.

It is thereupon this second day of August, 1944, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, and ORDERED that said demurrers be, and the same are hereby, sustained with leave to the plaintiff to amend his bill, provided he does so within twenty days from this date.

James Clark

JUDGE

Filed 2 August, 1944

AMENDED BILL OF COMPLAINT

Harry W. Fritz	;	No. 8617 Equity
VS	:	in the
John L.Stieff & Dora Stieff,	:	Circuit Court
his wife, Frankie Wilson and	:	for
the Board of County Commissioners	:	Anne Arundel County
of Anne Arundel County, a body corporate.	:	

: : : : : : : : : : : : : : : : : : :

To the Honorable, the Judges of said Court;

Your Orator humbly complaining files as his amended bill of complaint, leave of the

Court having first been had and obtained, the following:

1.

That your Orator was seized and possessed and is seized and possessed of the following parcels of land, first, Lots Nos..82 and 83 at Shoreland which he and his wife Ida Fritz procured from Joseph Waclawski and wife by deed dated June 14th, 1928, which said deed is duly recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 27, folio 338, a certified copy of the said deed being filed herewith as Plaintiff's Exhibit No. 1. Second, Lot No. 32 at Shoreland which your Orator and his wife Ida Fritz procured from The Pontiac Chieftian Club, Inc., by deed dated November 25th, 1927,and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 31, folio 323, a certified copy of the said deed being filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this amended bill of complaint as fully as though the same were set forth herein at length, his wife, the said Ida Fritz, having heretofore departed this life vested the fee simple title in your Orator.

2.

That since the death of his wife, your Orator has been afflicted with a disease known as paresis which is the softening of the brain and causes the afflicted individual to become childish though not insane.

3.

That on the second Monday in October, 1942, James A. Walton, as County Treasurer, sold the aforesaid three lots of ground together with the improvements on one of the said lots to the Board of County Commissioners of Anne Arundel County at and for the sum of $73.72, there being no bidders at the said sale and under the law in such cases made and provided the County Commissioners must be the purchasers.

4.

That on the 12th day of November, 1942, the said sale was duly reported to this Honorable Court and on September 8th, 1943, the order nisi was signed and on the 28th day of October this Honorable Court finally ratified and confirmed the Treasurer's report of sale.

5.

That John L. Stieff is the chief transfer clerk in the Board of County Commissioners and realizing that there was an opportunity to enhance himself financially at the expense of your invalid Orator, rushed the final order of ratification of sale to the Court prior to the time when the others were taken up in due course and as heretofore stated had the sale ratified. He thereupon immediately filed a petition to the Board of County Commissioners offering to pay them the sum of $73.72, the total amount due the County for taxes, costs of sale, advertisement, auctioner's fee, etc. and on the said day the County Commissioners accepted the said offer of $73.72 even though the property was assessed for the sum of $1850.

6.

That the said John L. Stieff then had the deed executed in the name of himself and wife as tenants by the entireties, a certified copy of the said deed being filed herewith as Plaintiff's Exhibit No.3, and immediately went to the said Harry W. Fritz and advised him that he had purchased his property at a tax sale and if your Orator desired to remain

in the premises he would have to pay him the sum of $5,000 for the deed of the said John L. Stieff and wife and for the further privilege of remaining in his own home.

7.

That your Orator had received no official notice of the proposed sale even though he had lived there on the same place for the past ten years immediately notified a friend of his who sought the servces of Geore B. Woelfel, an attorney at law, in an effort to retain the property and clear the title thereto.

8.

That the said George B. Woelfel went to the said Board of County Commissioners and offered to redeem the property and was informed that it had sold its interest to the transfer clerk and that the dealings would have to be had with him. Subsequently, said George B. Woelfel interviewed the said John L. Stieff, the transfer clerk, who agreed to accept no less than three thousand dollars and when requested to lower the price somewhat commensurate with the amount he paid, the said John L. Stieff informed the attorney for your Orator to wait a while and he would let him know what he and his wife had decided they would take. After waiting a period of about thirty days the said Attorney again requested the said transfer clerk to the Board of County Commissioners of Anne Arundel County, John L. Stief, what he would take for his deed and was then and there informed that he had sold the property unto Frankie Wilson, a lawyer, for the sum of $1200., a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 4.

9.

That the said Frankie Wilson, being an attorney, could not avail herself of the privilege of a bona fide purchaser as she knew or should have known that your Orator was never notified in accordance with the law in such cases made and provided for the sale of the property. Furthermore, the said Frankie Wilson was aware of the fact that the two properties were each separately assessed and should have been each separately sold for the taxes due on them instead of selling all of them in one particular sale.

10.

That the said Frankie Wilson immediately upon purchasing said property instituted suit in ejectment on the law side of this Court to which said suit your Orator hasfiled a general issue plea of not guilty though your Orator is firmly convinced that the law court is not the proper court in which to try these issues.

11.

That your Orator now stands ready, willing and able to refund to the said John L. Stieff and Dora Stieff, his wife, the taxes and costs which he admits constitutes a lien against his property.

12.

Your Orator further avers that the deed from James A. Walton, Treasurer, and The County Commissioners of Anne Arundel County, a body corporate, to John L. Stieff and Dora Stieff, his wife, and the deed from John L. Stieff and Dora Stieff, his wife, to Frankie Wilson heretofore mentioned, constitutes a cloud upon your Orator's title even though the aforesaid deeds from James A. Walton, Treasurer, and The County Commissioners of Anne Arundel County to John L. Stieff and wife and from John L. Stieff and wife to Frankie Wilson are void in that they obtained no better title than was given The

County Commissioners of Anne Arundel County by the tax sale, which said tax sale is null and void for the following reasons:

(a) The said tax sale did not provide for the proper notice to your Orator nor was any notice of a tax sale ever received by him and that the said report of sale discloses that the tax bill was forwarded by mail or delivered in person to your Orator as will more fully appear by reference to the proceedings in No. 6040 Tax Sales, entitled " In the Matter of the tax sale of the land, personal or corporate property of Harry W.Fritz" which is filed in the Clerk's Office and will be produced and offered into evidence at the trial.

(b) That no notice of the sale was mailed to your Orator, the said Harry W. Fritz.

(c) That the said notice of the sale was not published for four successive weeks prior to the second Monday in September, 1942, in two newspapers printed and published in the City of Annapolis, County of Anne Arundel.

(d) That even though it were not necessary to sell all of his property in one sale his land was not divided but all of the said property was sold at one time.

(e) That the order nisi on the report of sale was not published once a week for three successive weeks before the 14th day of October in accordance with the order of Court.

To the end, therefore:

1. That your Orator may be permitted to pay the back taxes, interest and costs due on his property and that his title may then be cleared of the cloud thereon by this Honorable Court declaring that the tax sale heretofore mentioned, the same being No. 6040, null and void.

2. That the deed from The County Commissioners of Anne Arundel County, a body corporate, and James A. Walton, Treasurer, to John L. Stieff and Dora Stieff, his wife, may be declared null and void.

3. That the deed fromJohn L. Stieff and Dora Stieff, his wife, to Frankie Wilson may likewise be declared null and void.

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

May it please your Honor to grant unto your Orator the writ of subpoena directed to John L. Stieff and Dora Stieff, his wife, Frankie Wilson, adults, and The Board of County Commissioners of Anne Arundel County, a body corporate, 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 degree as may be passed therein.

And as in duty bound, etc.,

George B. Woelfel

Service of copy admitted this 22 day of August, 1944

Benjamin Michaelson , Attorney for
County Commissioners of Anne Arundel County.

Albert J. Goodman,
Atty. for John L. Stieff

Louis M. Strauss.

Filed Aug. 22, 1944

DEMURRER AND ANSWER to AMENDED BILL OF COMPLAINT

HARRY W. FRITZ	:	NO. 8617 EQUITY
VS	:	
JOHN L. STIEFF and DORA STIEFF, his	:	IN THE CIRCUIT COURT
wife, FRANKIE WILSON and the BOARD OF	:	FOR
COUNTY COMMISSIONERS OF ANNE ARUNDEL	:	ANNE ARUNDEL COUNTY
COUNTY, a body corporate.	:	

::::::::::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer and answer of JOHN L. STIEFF and DORA STIEFF, his wife, respondents in the above-entitled cause, to the amended bill of complaint filed against them respectfully show:

THAT these respondents demur to the said bill of complaint and to each and every paragraph thereof and for grounds of said demurrer show:

FIRST: That the said bill of complaint is bad in substance and insufficient in law or in equity

SECOND: That the complainant has not stated in his bill of complaint such a case as to entitle him to any relief in equity against these respondents.

THIRD: That the matters and facts set forth in said bill of complaint do not show any failure on the part of the Treasurer of Anne Arundel County to comply with the law in the conduct of the tax sale referred to.

FOURTH: That no proper exhibits have been filed with said bill of complaint.

AND for other good and sufficient reasons to be shown at the hearing hereon.

AND still further answering said bill of complaint and each and every paragraph thereof and averring that they are entitled to have the demurrer interposed in this cause prior to the hearing on the facts alleged in said bill of complaint, these respondents respectfully show unto Your Honors:

FIRST: That they neither admit nor deny the allegations contained in Paragraph One of said bill of complaint but assume that they are true inasmuch as they are matters of record.

SECOND: That they neither admit nor deny the allegations contained in Paragraph Two of said bill of complaint, which, if true, would render the complainant incapable of prosecuring this suit and incapable of testifying accurately in his own behalf.

THIRD: That they admit the allegations contained in Paragraph Three of said bill of complaint.

FOURTH: That the matters alleged in Paragraph Four are matters of record, and, therefore, assumed to be true.

FIFTH: That the respondent, JOHN L. STIEFF, emphatically denies any ulterior motives or deceitful intent on his part by having the sale ratified by the court and alleges that the procedure he adopted is the same followed by all purchasers of tax sale property who wish to complete the court records in order that a proper deed may be executed by the County Treasurer.

SIXTH: He denies the allegations contained in Paragraph Six of said bill of complaint as therein set forth, and states that the records will show that he did not

acquire his deed to the aforesaid property until November 2, 1943, and that out of respect to the complainant, he gave him the first opportunity to purchase this property at a sum considerably less than the $5,000.00 mentioned.

SEVENTH: That he neither admits nor denies the allegations contained in Paragraph Seven of said bill of complaint, but he is assured by the County Treasurer that proper notice was sent to the complainant, who, if suffering from paresis, as stated by the complainant's solicitor, is not now in a condition to recall its receipt.

EIGHTH: The respondent, JOHN L. STIEFF, admits having certain conversations with the solicitor for the complainant, but he denies that they were as set forth in Paragraph Eight of the bill of complaint. He gave Mr. Woelfel an opportunity to purchase the property for his client, but the refusal was so positive that he immediately undertook to sell it to the first acceptable purchaser. He denies taking any unfair advantage of Mr. Woelfel or his client and, furthermore, alleges that the entire transaction was ethical and businesslike.

NINTH: Having no knowledge of the matters and facts alleged in Paragraph Nine of said bill of Complaint, these respondents are unable to answer the same.

TENTH: Having no knowledge of the matters and facts alleged in Paragraph Ten of said bill of complaint, they are unable to answer the same.

ELEVENTH: Having no knowledge of the facts contained in Paragraph Eleven of said bill of complaint, these respondents neither admit nor deny the same.

TWELFTH: They deny the allegations contained in Paragraph Twelve of said bill of complaint.

FURTHER answering said bill of complaint, these respondents allege that the entire procedure adopted by the County Treasurer in the conduct of the tax sale was legal and in conformity with the statutes governing the same; that these respondents purchased the property fairly, honestly and sincerely, without any fraud or deceit, thereby impressing them with good title. That the complainant has alleged nothing to support his prayers for relief to have the sale set aside and the deeds declared null and void.

AND having fully answered said bill of complaint, these respondents pray to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
Solicitor for Respondents,
John L. Stieff and Dora Stieff,

STATE OF MARYLAND, Anne Arundel County, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOHN L. STIEFF and DORA STIEFF, his wife, the above-named respondents, and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of their knowledge and belief and that the aforegoing demurrer is not filed for the purpose of delay.

Grace E. Roth
Notary Public

(NOTARIAL SEAL)

Service of copy admitted this 8th day of September,1944.

GEORGE B. WOELFEL
Solicitor for Complainant.

Filed Sept. 8, 1944

J.H.H. #62 Equity

DEMURRER AND ANSWER TO AMENDED BILL OF
COMPLAINT AND AFFIDAVIT THEREON BY RESPONDENT, FRANKIE WILSON.

HARRY W. FRITZ	:	No. 8617 EQUITY
VS	:	IN THE CIRCUIT COURT
JOHN L. STIEFF AND DORA STIEFF,	:	FOR
HIS WIFE, FRANKIE WILSON AND THE	:	ANNE ARUNDEL COUNTY
BOARD OF COUNTY COMMISSIONERS OF	:	
ANNE ARUNDEL COUNTY, a body corporate.	:	

: : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NOW comes Frankie Wilson, one of the Respondents in the above styled cause, and Demurs and Answers to the Amended Bill of Complaint exhibited against her, and for cause of demurrer says;

ONE: That the said Amended Bill of Complaint is bad in substance and insufficient in law, in that it does not set forth sufficient grounds to invoke the aid of a Court of Equity in view of the laws pertaining to Tax Sales in Anne Arundel County, Maryland.

TWO: That no proper exhibits have been filed with the Amended Bill of Complaint to substantiate the averments therein contained.

AND for other reasons to be shown at the hearing hereof.

AND FOR ANSWER to each and every paragraph of the said Amended Bill of Complaint, your Respondent, Frankie Wilson, neither admits nor denies the allegations thereof and demands strict proof thereof.

AND FURTHER ANSWERING said Amended Bill of Complaint, your Respondent respectfully represents that your Respondent on November 16th, 1943, paid unto the said John L. Stieff and Dora Stieff, his wife, the sum of Twelve Hundred Fifty Dollars ($1250.00) as consideration for the purchase of the property mentioned in these proceedings, as referred to in "Plaintiff's Exhibit No. 4"; and that your Respondent has not received possession, delivery or use of the property, and that the sale consideration for the payment of the said sum of Twelve Hundred Fifty Dollars ($1250.00) was the rights acquired by the said John L. Stieff and Dora Stieff, his wife, under the Tax Sale referred to in these proceedings; and that if the said tax title referred to in these proceedings be declared "null and void" by this Honorable Court, then the consideration for the acquisition of the property by your Respondent failed; and your Respondent respectfully represents that she is entitled to the return of the said sum of Twelve Hundred Fifty Dollars ($1250.00) from John L. Stieff and Dora Stieff, his wife, and to avoid a duplication of suits and other litigation, your Respondent respectfully prays this Honorable Court, by Decree or otherwise, declare that your Respondent, Frankie Wilson, be entitled to receive the said sum of Twelve Hundred Fifty Dollars ($1250.00) from the said John L. Stieff and Dora Stieff, his wife, in the event the tax sale proceedings herein be declared "null and void".

HAVING FULLY ANSWERED the said Amended Bill of Complaint, your Respondent prays for the relief herein set forth and prays to be hence dismissed with costs.

AND AS IN DUTY BOUND, ETC.

Louis M. Strauss

SOLICITOR FOR RESPONDENT, FRANKIE WILSON

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, that on this 8th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared Frankie Wilson, one of the Respondents herein, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of her knowledge and belief, and that the foregoing Demurrer is not taken for the purpose of delay.

WITNESS my hand and Notarial Seal.

Rose Marie Reich.

(NOTARY SEAL) Notary Public

Filed Sept. 9,1944.

Demurrer and answer of Co.Commissioners of A. A. Co. a body corporate.

Harry W. Fritz	:	No. 8617 Equity
vs	:	In
John L. Stieff and Dora Stieff,	:	The Circuit Court
his wife, Frankie Wilson and	:	for
the Board of County Commissioners	:	Anne Arundel County
of Anne Arundel County, a body	:	
corporate.	::	

To the Honorable, the Judges of said Court:

The demurrer, and answer of the County Commissioners of Anne Arundel County, a body corporate, defendent, to the amended bill of complaint against it in this Court exhibited.

This defendant demurs to said bill of complaint and to each and every paragraph thereof and for grounds of said demurrer, ahows:

(1) That the allegations in said bill of complaint are bad in substance and insufficient in law.

(2) That the plaintiff has not stated in his bill such a case as entitles him to any relief in equity, against this defendant.

(3) That no proper exhibits have been filed with said bill of complaint.

(4) That if the plaintiff is suffering from paresis, as alleged, then he is not competent to institute this suit, nor is he able to manage his own affairs.

(5) That the bill of complaint contains no allegations that the County Treasurer did not comply with the law relating to tax sales.

(6) That the mere allegation that "your orator had received no official notice of the proposed sale" is insufficient in law to constitute a cause of action in this case.

AND RESERVING ALL FURTHER RIGHTS OF DEMURRER, this defendant, answering said bill of complaint, says:

(a) That it neither admits nor denies the allegations in the first paragraph of said bill of complaint.

(b) That it has no knowledge of the matters alleged in the second paragraph of said bill of complaint.

(c) That it neither admits nor denies the allegations in the third paragraph of said bill of complaint.

(d) That it neither admits nor denies the allegations in the fourth paragraph of said bill of complaint.

(e) That it neither admits nor denies the allegations in the fifth paragraph of said bill of complaint.

(f) That it neither admits nor denies the allegations in the sixth paragraph of said bill of complaint.

(g) Answering the seventh paragraph of said bill of complaint, this defendant avers that the property was advertised for default in payment of taxes, as provided by law.

(h) That it neither admits nor denies the allegations in the eighth paragraph of said bill of complaint.

(i) That it neither admits nor denies the allegations in the ninth paragraph of said bill of complaint.

(j) That it neither admits nor denies the allegations in the tenth paragraph of said bill of complaint.

(k) That it neither admits nor denies the allegation in the eleventh paragraph of said bill of complaint.

(l) That it denies the allegations in the twelfth paragraph of said bill of complaint.

Having fully answered said bill of complaint insofar as it relates to this defendant, it prays to be hence dismissed with its costs.

And as in duty bound, etc.

BENJAMIN MICHAELSON
Attorney for County Commissioners of
Anne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th 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, Attorney for the County Commissioners of Anne Arundel County, a body corporate, and made oath in due form of law that the demurrer filed in this case has not been filed for the purpose of delay.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Mary M. Munroe, (Seal)
Notary Public

Service of copy accepted this 7th day od March, 1945.

Geo. B. Woelfel
Attorney for Plaintiff.

Filed March 7, 1945.

OPINION

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

HARRY W. FRITZ, :
Plaintiff :
bs : NO. 8617 EQUITY
JOHN L. STIEFF, ET AL, :
DEFENDANTS. :
: : : : : : : :

The plaintiff owned those three lots which, on Plat A of the subdivision known as Shoreland, recorded among the land records of anne Arundel County in Plat Book W.N.W. No. 2, Folio 2, were designated and distinguished by the numbers 32, 82 and 83. Lot No. 32 lies on the southeast side of Furnace Avenue, a public road, has a frontage of 124 feet thereon, extends back, southeasterly, a distance of some 365 feet, to Marley Creek, has a frontage of 65 feet thereon, and is improved with a dwelling in which the plaintiff now lives and in which he has lived for some years. Lots Nos. 82 and 83 lie on the northwest side of said Furnace Avenue, have a frontage of 50 and 85 feet thereon respectively, and extend back, northwesterly, therefrom, a distance of approximately 284 feet, and are unimproved. Lot No. 32, with the improvements thereon, was assessed at $1650.00, and described as follows on the assessment rolls, namely:

"Lot 32 & Improvements Furnace Ave Shoreland"

Lots Nos. 82 and 83 were assessed separate from said Lot No. 32, at a value of $200.00, and described as follows on said assessment rolls, namely:

"Lots 82-83 Plat A Shorelands"

The plaintiff failed to pay the taxes levied against said properties for the year 1941, and, on October 13, 1942, James A. Walton, the then Treasurer of Anne Arundel County, to enforce the payment thereof, sold all three of said lots to the County Commissioners of Anne Arundel County at and for the price and sum of $73.72, the amount of the taxes, interest,and charges said to be due thereon. This sale was duly reported to this Court and, on the 28th day of October, 1943, finally ratified and confirmed (see proceedings in No. 6040 Tax Sales). Said County Commissioners thereupon sold said three lots to the defendants, John L. Stieff and Dora M. Stieff, his wife, and, on November 2, 1943, joined with Mr. Walton, the treasurer, in conveying the same to them. It is alleged in the amended bill of complaint that the consideration moving from Mr. and Mrs. Stieff to said County Commissioners, was only the original purchase price, namely $73.72, and, as Mr. and Mrs. Stieff did not deny the same in their answer to said amended bill,I assume that this is true. Mr. and Mrs. Stieff never got possession of any of the properties, and, on November 18, 1943, conveyed the same to the defendant, Frankie Wilson, at and for the consideration of $1250.00. Mr. Fritz, shortly thereafter , brought this suit, wherein, he, among other things, alleges that said tax sale is void, and prays that it, as well as the deeds executed pursuant thereto, be stricken down and annulled, and the cloud thereby cast on his title, removed.

(1) where land is devisible without loss, it is the duty of the Treasurer to sell no more than is reasonably necessary to pay the taxes and charges due thereon (Margraff vs Cunningham, 57 Maryland, 585). As heretofore stated, the amount due the Treasurerwas only $73.72, and it not only appears from the evidence that the lots were divisible without injury, but that Lot No. 32 was actually separated from Lots Nos. 82 and 83 by a public road, and was assessed separate and distinct from said Lots Nos. 82 and 83. Lot No. 32, with the improvements thereon, was assessed for $1650.00, and Lots Nos. 82 and 83 at $200.00. The plaintiff testified that he paid $5000.00 for Lot No. 32 and, thereafter, had water, heat, light and gas installed in the dwelling thereon, and the entire property renovated. He further testified that he paid $1000.00 for the unimproved Lots Nos. 82 and 83. Mrs. Wilson, who is a real estate broker, valued Lot No. 32 at $2500.00, and Lots Nos. 82 and 83 at $300.00 each. While the actual value of these several lots may be said

to be somewhat uncertain, it is absolutely certain that the Treasurer could reasonably have expected to be able to sell Lots Nos. 82 and 83 for the amount due him. He, however, made no effort to do that by first offering said two unimproved lots, but proceeded at once to sell all three lots together. This cannot be permitted; and the sale, as well as the deeds made pursuant thereto, must be stricken down. (See also Presbyterian Church vs Pugh, 154 Maryland 550, 561 and 562; Polk vs Rose, 25 Maryland 153, 160, 161; Griffith vs Lynch, 182 Maryland 34; Winter vs O'Neill, 155 Maryland 624, 631-634; Guisebert vs Etchison, 51 Maryland 478; Dyer vs Boswell, 39 Maryland 465).

(2) When the Treasurer advertised the property, he described it as follows:

"5-10829, 10830 FRITZ, HARRY W.--Lot 32 and improvements situated on Furnace Avenue, Shoreland and Lots 82-83 Plat A situated at Shorelands, A. A. Co. Taxes, interest and Costs $73.72"

The sufficiency of this notice may well be questioned. We must remember that tax sales are preceedings in rem, and that, if they are to be held valid, the property sold must be described with such certainty that the Court has jurisdiction over the res. According to Judge Offutt's opinion in Presbyterian Church vs Pugh, supra, the purpose of the notice is dual, first, to warn the owner that his property is about to be sold, and, second, to apprise prospective buyers of what property the Treasurer proposes to sale. While the notice in the instant case may, conceivably, be sufficient to warn the owner, it is a little difficult to understand how it could be held sufficient to appraise prospective buyers of exactly what the Treasurer was selling. A somewhat similar notice 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, that is to say:

"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. Here, we know from the advertisement that lot 32 is on Furnace Avenue, Shoreland, but no plat is referred to on which said lot 32 can be found; and we know that lots 82 and 83 are situated at Shorelands and can be found on Plat A, but it is not stated that they are on Furnace Avenue, and it is not stated whether "Plat A" is Plat A of Shoreland, or of some other subdivision. If it be assumed that Plat A of the subdivision of Shoreland was intended, then we have the ambiguous situation produced by the reference to the plat as to two lots, numbers 82 and 83, and the entire failure to make any reference thereto as to lot 32. The failure to state that lot 32 could be found on Plat A, when read in connection with the statement that lots 82 and 83 were on Plat A, could produce but one idea in the minds of the readers of the advertisement, namely, the idea that lot 32 was not on Plat A, but on some other plat. In other words, this advertisement was

calculated to mislead. (See Miller's Equity, Section 491).

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 were the property may, or may not, be shown on a recorded plat. For all the Court known, and for all the general public known, there may be a half dozen developments at Shoreland, each with a recorded plat, so that the lot numbers, as given in the notice, could apply to any of said plats. If there was only one development known as Shoreland, and, consequently, only one plat to which the lot numbers could apply, it may be that to anyone, having that special knowledge, the property was "easy tof 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, in 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 endorsement 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 difficulty with the notice in the instant case is that the descriptions on the assessment rolls were inadequate, and that, by conbining the two inadequate descriptions, the Treasurer, instead of improving the situation, only added to the misleading character thereon.

It is true that by Section 493 of Article 2, of the Code of Public Local Laws. as amended by the Act of 1935, Chapter 582, the Treasurer is only required 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". But this is predicated on an adequate description on the assessment books. As enacted by Chapter 280 of the Acts of 1931, Section 491, of said Article 2, 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 number, 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".

Here, the description as shown on the assessment rolls, indicates that lot 32 is improved and is situated on Furnace Avenue, Shoreland, but there is absolutely no

reference to any plat to which said number 32 is referable, or on which it can be found. The property is evidently in a town or village, but the street number is not given. It is not stated whether "Shorelands" or "Shoreland" is a platted development and, if it is, there is no reference to the plat of such development. The description of lots 82 and 83, as found on the assessment rolls, is likewise inadequate. It is not stated whether they are on Furnace Avenue or on some other street. All we know is that they were at "Shorelands", and were designated as Lots 82 and 83 on Plat A, but whether the reference was to Plat A of Shorelands,or to some other development does not appear.

But whether the separate assessments were sufficient or not, does not matter; the point is that by combining the two assessments in one notice, the first stating that lot 32 was on Furnace Avenue, Shoreland , but referring to no plat on which it could be found; and, the second, failing to state that lots 82 and 83 were on Furnace Avenue, and referring to Plat A on which they could be found, the notice was calculated to mislead the buying public and put prospective bidders in the anomolous position of being required to guess as to what they were bidding on, and as to what they would get if they were the successful bidders.

The decisions of the Courts of other States are helpful. In Napier vs Runkel (Wash.), 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 (Calif.), 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 also held insufficient since it did not refer to any plat or map. (See also the Annotations on this subject in 137 A.L.R. 184, and so forth, and particularly Conners vs City of Lowell (Mass.), 95 Northeastern 412.)

I am not unmindful of the rule that the ratification of a tax sale raises a prima facie presumption of its validity. This 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 void and without effect. (Hickey vs Peck, 180 Maryland, 289,299).

(3) Mrs. Wilson, in her answer to the amended bill, says:

"That your Respondent on November 16th, 1943, paid unto the said John L. Stieff and Dora Stieff, his wife, the sum of Twelve Hundred Fifty Dollars ($1250.00) as consideration for the purchase of the property mentioned in these proceedings, as referred to in "Plaintiff's Exhibit No. 4; and that your Respondent has not received possession , delivery or use of the property, and that the sole consideration for the payment of the said sum of Twelve Hundred Fifty Dollars ($1250.00) was the rights acquired by the said John L. Stieff and Dora Stieff, his wife, under the Tax Sale referred to in these proceedings; and that if the said tax title referred to in these proceedings be declared 'null and Void' by this Honorable Court, then the consideration for the acquisition of the property by your Respondent failed; and your Respondent respectfully represents that she is entitled to the retirn of the said sum of Twelve Hundred Fifty Dollars ($1250.00) from John L. Stieff and Dora Stieff, his wife, and to avoid a duplication of suits and other litigation, your respondent respectfully prays this Honorable Court, by Decree or otherwise, declare that your Respondent, Frankie Wilson, be entitled to

to receive the said sum of Twelve Hundred Fifty Dollars ($1250.00) from the said John L. Stieff and Dora Stieff, his wife, in the event the tax sale proceedings herein be declared 'null and void'!"

I take it that, in saying that, her solicitor had the provisions of the 31st General Equity Rule in mind. Counsel for Mr. and Mrs. Stieff insisted that Mrs. Wilson cannot raise the question that way. In the view I take of the situation, it is not necessary for me to decide that point.

When one man sells property to another, and there is no agreement to the contrary, there is, as long as the contract remains executory, an implied covenant or agreement that the vendor will, on the payment of the purchase money, convey the property to the vendee by a good and merchantable title. Accordingly, if it develops that the vendor cannot so convey the property to the vendee, the latter is entitled to recover any purchase money he may have paid, as well as any damages he has sustained. This implied covenant or agreement, however, only applies to executory contracts. Here we are dealing with a contract which is fully executed; and we must look at the situation from that angle.

As between a grantor and his grantee, it seems to be clear that, in the absence of fraud or misrepresentation, there can be no recovery against the former even on a failure of title, except on the covenants contained in his deed; or, as this idea is sometimes expressed, a vendor selling in good faith is not responsible for the goodness of his title beyond the extent of the covenants in his deed. (Clark vs. Falconer, 7 Maryland 177; Falconer vs Clark, 3 Maryland Chancery 151; Middlekauff vs Harrick, 4 Gill 290; Smith vs . Chaney, 4 Maryland Chancery 246 ; Harris vs Morris, 4 Maryland Chancery 529; Gittings vs. Worthington, 67 Maryland 139; Kendall vs Rogers, 181 Maryland 606).

"The prima Facie presumption of law, arising from the acceptance of a deed, is that it is an execution of the whole contract; and the rights and remedies of the parties, in relation to such contract, are to be determined by such deed, and the original agreement becomes null and void". This quotation is from the decision of the Supreme Court of New York in Houghtaling vs Lewis, 10 John. 297, 299, but it was quoted, with approval., by Judge Alvey in Bryant vs Wilson, 71 Maryland 440, 443; and, I think, correctly expresses the law of Maryland.

There is no hardship in the rules hereinbefore stated. No purchaser of property can be required to pay therefor, unless his vendor is able to convey the same to him by a good and merchantable title; and if he, with his eyes wide open, elects to take the only title his vendor can give him, he must be held to have assumed the risk; and, if the title turns out bad, he has no recourse except in so far as he has protected himself by the covenents in his deed. Implied warranties were not favored by the common law; and the tendency of modern decisions is not to imply covenants which might and ought to have been expressed, if intended. (15 Corpus Juris 1212). Mrs. Wilson is a lawyer and her own testimoney shows that she understood this; and the circumstances surrounding the transaction lend additional light to what the parties had in mind. She admitted she knew that the only title Mr. and Mrs. Stieff had, was that derived from the tax sale; and in response to the question, "His deed to you did not contain any warranty?", answered, "No, because I did not put it in, I did not want to take advantage of it by putting the warranty in when I knew it was a tax sale". When we add to that the fact that Mrs. Wilson was buying this property at only about forty per cent of what she says she considered its value, there is no

escape from the conclusion that she simple gambled on the title being good, and, having so gambled, she now has no recourse against Mr. and Mrs. Stieff other than on the covenants in their deed to her.

These covenants, as I see it, do not help her. They are:

"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 granted; and that they will execute such further assurances of the same as may be requisite".

It will be noticed that the first of these covenants is not a full fledged covenant against encumberances, but only a limited one. An encumberance upon property at the time the grantor acquired the title to it, is not within his covenant against "Encumberances done or suffered " by him. (14 American Jurisprudence 527; Smith vs Eigerman, 31 North-eastern (Ind.) 862; Parker vs Parker, 93 Alabama 80; Brown vs Young, 29 Northwestern (Iowa) 941; Cole vs Lee, 30 Maine 392; Comstock vs Smith, 13 Pickering 116; Levine vs Hull, 135 Maryland 444). The title of the plaintiff in the instant case long ante-dates the title which Mr. and Mrs. Stieff thought they had, and which they sold Mrs. Wilson. The failure of the latter title can, by no stretch of the imagination, be attributed to anything "done or suffered to be done" by Mr. and Mrs. Stieff or either of them.

(4) It only remains to determine how much Mr. Fritz must pay in order that he may do the equity he seeks. The property was sold for the non-payment of the 1941 taxes for $73.72. Mr. Fritz must pay that with interest thereon from October 13, 1942. The taxes for 1942 and 1943 should have been paid, but no one seems to have paid them, and, without such a showing, I cannot allow them. Mrs Wilson paid the taxes for 1944, 1945 and 1946, and is entitled to recover the same with interest from the time of payment. While the deed to Mrs. Wilson was not operative for the purpose of conveying title, I think she must, for the purposes now under consideration, be regarded as the assignee of the County Commissioners, as well as of Mr. and Mrs. Stieff. I figure that she has coming to her the sum of $270.40, as follows:

Purchase money	$73.72
Interest thereon from 10-13-42 to 12-31-46	18.84
Taxes for 1944	54.03
Interest thereon from 2-2-44 to 12-31-46	9.46
Taxes for 1945	52.91
Interest thereon from 2-13-45 to 12-31-46	5.95
Taxes for 1946	53.10
Interest	2.59
Total	$270.40

If Mr. Fritz pays that sum into the registry of this Court before January 1, 1947, I will sign a decree declaring, (1) the tax sale, (2) the proceedings for its ratification and (3) the deeds made pursuant thereto, null and void; and require Mrs. Wilson to pay the costs.

19 December, 1946

James Clark

Judge

Filed Dec. 19", 1946

DECREE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

HARRY W. FRITZ,
PLAINTIFF
VS
JOHN L. STIEFF, ET AL,
DEFENDANTS.

No. 8617 EQUITY

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 plaintiff has, in accordance with the suggestion contained in the Court's opinion recently filed herein, paid into the registry of this Court, the sum of $270.40, to be paid the defendant, Frankie Wilson.

It is thereupon this 23rd day of December, 1946, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED, AND DECREED that, (1) the attempted sale of the plaintiff's property, described as those three lots which, on Plat A of the subdivision known as Shoreland, recorded among the Land Records of this County in Plat Book W.N.W. No. 2, Folio 2, were designated and distinguished by the numbers 32, 82, and 83, made by James A. Walton, late treasurer of Anne Arundel County, to the County Commissioners of Anne Arundel County, on October 13, 1942, (2) the proceedings for the ratification of said sale had in this Court in No. 6040 Equity, (3) the deed from James A. Walton, treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, to the said John L. Stieff and Dora M. Stieff, his wife, dated November 2, 1943, and duly recorded among said land records, and, (4) the deed from the said John L. Stieff and Dora M. Stieff to the said Frankie Wilson, dated November 18, 1943, and duly recorded among said land records, be, and each of them are hereby, declared to be null and void, and that the cloud thereby cast on the plaintiff's title to said property be, and the same is hereby, removed.

And it is further ADJUDGED, ORDERED and DECREED that the defendant, Frankie Wilson, pay the costs of this case.

And it is further ADJUDGED, ORDERED and DECREED that the clerk of this Court deduct the costs of this case, and pay over the balance of said sum of $270.40 to the said Frankie Wilson.

JAMES CLARK

Judge.

Filed Dec 23", 1946.

RICHARD J. SCHULZ
MARTHA E. STEVENS
HELENE D. ELGIN
LOUIS W. SCHULZ
MARGARETH A CREWS
LENA W. WINDSOR
ELIZABETH W. WINDSOR
EMILIE K.ADAMS
SOPHIA D. TAYLOR
CORDELIA A. MYERS
Plaintiffs
vs
PAUL M. CURRAN
JOAN M. CURRAN, INFANT
PAULA M. CURRAN, INFANT
PHYLLIS E. CURRAN, INFANT
Defendants

EQUITY NO. 8839

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Plaintiffs respectfully show:

First: That William A. Schulz, late of Anne Arundel County, Maryland, died on or about February 8, 1944, seized and possessed of a lot of land situate, lying, and being in the Village of Eastport, Second Election District of Anne Arundel County,Maryland, having a frontage on Third Street, formerly Fourth Street, of 40 feet and an even depth therefrom of 165 feet, which is improved by a frame two story dwelling and attic, consisting of six rooms and bath. It was conveyed to the said William A. Schulz by Henry Seebohm and Auguste M. Seebohm, his wife, by deed dated December 10, 1891 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 40, folio 131. Certified copy of said copy is filed herewith and prayed to be taken as a part hereof and marked "Plaintiffs Exhibit No. 1.".

Second: That the said William A. Schulz left surviving him as his heirs at law Richard J. Schulz, a son, whose wife is Cordelia S. Schulz; Martha E. Stevens, a daughter, whose husband is Philip Stevens; Helene D. Elgin, a daughter, whose husband is Lester Elgin, now deceased; Louis W. Schulz, a son, whose wife is Lillian W.Schulz; Margaret A. Crews, a daughter, whose husband is George Crews; Lena W. Windsor, a daughter, whose husband is MarcellusWindsor; Elizabeth W. Windsor, a daughter, whose husband is Isaac Windsor; Emelie K. Adams, a daughter, whose husband is Charles Adams; Sophia D. Taylor, a daughter, whose husband is Charles Taylor; and Cordelia A. Myers, a daughter, whose husband is Howard Myers, all of full age, and Joan M. Curran, Paula M. Curran, and Phyllis E. Curran, infant children of Louise M. Curran, a daughter,who died on or about April 29, 1942 leaving surviving her these infant children and her husband, Paul M. Curran, who is of age.

Third: That the property with improvements thereon described in said deed filed herewith as an exhibit is a residential property and is not suceptible of Partition in kind between the parties hereto, it being physically impossible to divide the property without damage to the parties interested therein.

Fourth: That therefore it would be to interest and advantage of the parties in interest to have the said property sold for partition and the proceeds of the sale divided among them in accordance with their legal rights.

Fifth: That the said Paul M. Curran, Joan M. Curran, Paula M. Curran , and Phyllis E. Curran are non-residents of the State of Maryland and reside at Fairfax in the State of Virginia.

TO THE END, THEREFORE::

That the said property mentioned in this Bill of Complaint may be sold for partition and that the plaintiffs may have such other and further relief as their case and equity may entitle them to have.

May it please your Honors to grant unto your orators the Order of Publication giving notice to the said Paul M. Curran, Joan M. Curran, Paula M. Curran and Phyllis E. Curran, who are all non-residents of this State, of the object and substance of this Bill requiring them to be and appear in this Court in person or by solicitor on or before a certain date to be named therein to show cause, if any they may have, why a Decree should not be passed as prayed.

AND, AS IN DUTY BOUND, etc.

George E. Rullman

Solicitor for Plaintiffs.

Filed February 16, 1945

PLAINTIFF'S EXHIBIT NO. 1. A
Exams.Exh - A J.D.S.

THIS DEED made this tenth day of December in the year Eighteen hundred and ninety-one, by Henry Seebohm and Auguste M. E. Seebohm, his wife, both of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of nine hundred and fifty dollars ($950.00) the receipt of which is hereby acknowledged, the said George Henry Seebohm and Auguste M. Seebohm do grant and convey unto William A. Schulz, of said County and State, his heirs and assigns:

ALL that lot or parcel of land situate in Eastport of said County, and binding on the northeast side of Fourth Street forty (40) Feet and extending back with an even width one hundred and sixty-five (165) feet to Lot No. 87, and adjoining Lot No. 90, now owned by Mrs. M. Redmond. The same being part of Lot Eighty-six and designated on a Plat of Horn Point now known as Eastport, made by John Duvall, Esq., Surveyor, on the 30th day of September 1868, and part of the same property which was conveyed to the said Henry Seebohm by James H. Hodges, by deed dated the 28 day of March 1877 and recorded among the Land Records of said County in Liber S.H. No. 11, folio 244 &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 William A. Schulz,his heirs and assigns forever in fee simple.

AND the said Henry Seebohm and Auguste M. Seebohm do 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 our hands and seals the day and year first abovewritten.

Test: Henry Seebohm (Seal)

Thos. Basil Auguste M. E. Seebohm (Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this tenth day of December in the year Eighteen Hundred and ninety-one, before me the subscriber, a Justice of the Pease of the State of Maryland in and for Anne Arundel County, aforesaid personally appeared Henry Seebohm and Auguste M.E. Seebohm,his wife, and each acknowledged theaforegoing Deed to be their respective act.

Thomas Basil, J, P.

Recorded 10 December 1891

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify that the aforegoing Deed was truly taken and copied from Liber S.H. No. 40,folio 131, 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 February,A.D. L(45.

John H. Hopkins, 3rd, CLERK.

Filed Feby. 16, 1945

ORDER OF PUBLICATION

J.H.H. No. 62 Equity

RICHARD J. SCHULZ	:	
MARTHA E. STEVENS	:	
HELENE D. ELGIN	:	
LOUIS W. SCHULZ	:	
MARGARET A. CREWS	:	
LENA W. WINDSOR	:	EQUITY NO. 8839
ELIZABETH W. WINDSOR	:	IN THE CIRCUIT COURT FOR
EMILIE K. ADAMS	:	ANNE ARUNDEL COUNTY
SOPHIA D. TAYLOR	:	
CORDELIA A. MYERS	:	
Plaintiffs	:	
vs.	:	
PAUL M. CURRAN	:	
JOAN M. CURRAN, INFANT	:	
PAULA M. CURRAN, INFANT	:	
PHYLLIS E. CURRAN, INFANT	:	
Defendants	:	

: : : : : : : : : : : : : : : :

The object of this suit is to procure a Decree for the sale of lot and dwelling at Eastport, Maryland and to divide the proceeds therefrom among the parties in interest.

. The bill states that on or about February 8, 1944 William A. Schulz, late of Anne ArundelCounty, died, seized, and possessed of a lot of land improved by a two and one-half story frame dwelling conveyed to him by Henry Seebohm and wife dated December 10, 1891 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 40, folio 131, leaving surviving him as his heirs at law the above named persons. That the property is not suceptible of division in kind between the parties in interest and it would be to the advantage of the said parties that the property be sold and the porceeds therefrom divided among them as their interest may appear. That the said Paul M.Curran, Joan M. Curran, infant, Paula M. Curran, infant, and Phyllis E. Curran, infant, are non-residents of the State of Maryland, now living in Fairfax, Virginia.

It is thereupon this 16th day of February, 1945 Ordered by the Circuit Court for Anne Arundel County in Equity, that the plaintiffs by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 21st day of March, Nineteen Hundred and forty five, giving notice to the said non-resident defendent warranting them to appear in this Court in person or by solicitor on or before the 5th day of April next to show cause if any they have, why a Decree ought not to be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Officeof EVENING CAPITAL published by THE CAPITAL-GAZETTE PRESS, INC.

Certificate of Publication

Annapolis, Md., May 8, 1945

We hereby certify, that the annexed Order of Publication RICHARD J. SCHULTZ vs. PAUL M. CURRAN 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 21st day of March, 1945. The first insertion being made the 17th day of February, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

2/16/45 Copy of the within Order of Pub. Received. Evening Capital Per Matthew Heinz.

FILED FEBRUARY 16, 1945

ANSWER OF PAUL M. CURRAN

RICHARD J. SCHULZ, et al	:	EQUITY No. 8839
vs	:	IN THE CIRCUIT COURT FOR
PAUL M. CURRAN	:	ANNE ARUNDEL COUNTY
JOAN M. CURRAN, INFANT	:	
PAULA M. CURRAN, INFANT	:	
PHYLLIS E. CURRAN, INFANT.	:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Paul M. Curran, one of the defendants herein, in answering the Bill of Complaint in this case filed says:

He admits the allegations contained in said Bill and consents to the passage of the Order as prayed.

Paul M. Curran

Filed March 5, 1944

Petition for appointment of Guardian Ad Litem, with Order of Court thereon

RICHARD J. SCHULZ, et al	;	EQUITY NO. 8839
vs	;	IN THE CIRCUIT COURT FOR
PAUL M. CURRAN, et al	;	ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Lena W. Windsor, one of the Plaintiffs in the above entitled cause respectfully represents:

That the said Joan M. Curran, infant, Paula M. Curran, infant, and Phyllis E. Curran, infant, Defendants, have been duly summoned by publication and by actual notice to their father and step-mother, but being infants they cannot answer and defend this suit for themselves.

Your Petitioner therefore prays your Honors to appoint an Ad Litem, to appear and answer for said infants.

AND, AS IN DUTY BOUND, ETC. Lena W. Windsor.

George E. Rullman

Solicitor for Plaintiffs.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I Hereby certify that on this fourth day of April, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Lena W. Windsor, the above petitioner, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true, to the best of her knowledged and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney

Notary Public

Petition for appointment of Guardian Ad Litem, with Order of Court thereto.

ORDER OF COURT

UPON the aforegoing Petition and Affidavit it is hereby ORDERED this 6th day of April, 1945, that J. Henry Zeller be and he is hereby appointed guardian Ad., Litem to appear and answer for Joan M. Curran, infant, Paula M. Curran, infant, and Phyllis E. Curran, infant, Defendants, in the above entitled cause.

Ridgely P. Melvin

C.J.

Filed April 4th, 1945

Order April 6, 1945 fd.

Answer by Guardian ad litem

RICHARD J. SCHULZ, et al	:	EQUITY NO. 8839
VS	:	IN THE CIRCUIT COURT FOR
PAUL M. CURRAN, ET AL.	:	ANNE ARUNDEL COUNTY

: : : : :: : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Joan M. Curran, infant, Paula M. Curran, infant; and Phyllis E. Curran, infant; Defendants, by J. Henry Zeller , guardian, ad litem, duly appointed by Order of this Honorable Court, to the Bill of Complaint of Richard J. Schulz, et al, against them in this Court exhibited, these defendants being infants cannot admit or deny any of the matter_and things in said Bill alleges and submit their right thereunder to the protection of this Court and

AND AS IN DUTY BOUND, etc.

J. Henry Zeller

Guardian ad litem

Filed April 9, 1945

PLAINTIFFS' EXHIBIT NO. 2

IN THE NAME OF GOD AMEN:

I, WILLIAM ALEXANDER SCHULZ, of Anne Arundel County, State of Maryland, being of sound and disposing mind memory and understanding, do make, publish and declare the following to be my last WILL and TESTAMENT, hereby revoking all other wills and testaments ever made by me.

ITEM 1. I direct that all of my just debts and funeral expenses shall be paid by my Executricies, hereinafter named, from my estate.

ITEM 2. I bequeath, give and devise unto my children, Richard J. Schulz, Martha E. Stevens, wife of Philip Stevens, Helene D. Elgin, widow of Lester Elgin, Louis W. Schulz, Marthareth A. Crews, wife of George Crews, Lena W. Windsor, wife of Marcellus Windsor, Elizabeth W. Windsor, wife of Isaac Windsor, Emilie K. Adams, wife of Charles Adams, Louise M. Curran, wife of Paul Curran, Sophia D. Taylor, wife of Charles Taylor, and Cordelia A. Myers, wife of Howard Myers, all of my property, whether real, personal or mixed, of whatsoever description and wherever situate, equally, share and share alike.

ITEM 3. I hereby nominate, constitute and appoint my daughters, Sophia D. Taylor and Lena W. Windsor, Executricies of this my last Will and Textament, without bond.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix my seal this 15th

day of January 1940.

William Alexander Schulz (SEAL)

Signed, sealed, published and declared by the above named Testator, William Alexander Schulz, as and for his last Will and Testament, in our presence,who, in his presence, at his request, and in the presence of each other,have hereto set our hands as witnesses thereto this 15th day of January, 1940.

George E. Rullman

Ruby W. Chaney

Anne Arundel County, Ss:

On the 14" day of February, 1944, came Lena Windsor and made oath in due form of law, that she does not know of any Will or Codicil of William Alexander Schulz late of Said County,deceased, other than the above instrument of writing, and that she found the same in the deceased's strong box in his home. "All parties notified." Testator died on the 8" day of February, 1944.

Sworn to before the subscriber,

Test: Clemence C. Burwell

Clerk to Register of Wills for Anne Arundel County.

Anne Arundel County,Ss:

On the 14" day of February,1944, came George E. Rullman and Ruby W. Chaney subscribing witnesses to the aforegoing last Will and Testament of William Alexander Schulz 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 subscribed their names as witnesses to this Will in his presence,at his request and in the presence of each other.

Sworn to before the subscriber.

Test: R. Glenn Prout

Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Register of Wills after having carefully examined the above last Will and Testament of William Alexander Schulz late of said County, deceased,and also the evidence adduced as to its validity,orders and decrees this 14" day of February,1944,that the same be admitted in this Court as the true and genuine last Will and Testament of the said William Alexander Schulz, deceased.

Under the power conferred upon the Register of Wills by Section 348 of Article 93.

R. Glenn Prout

Register of Wills for

Anne Arundel County

Approved by the Court:

Owain E. Owens, A.J.

William B. Elliott

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 Alexander Schulz late of said County deceased together with proof and probate thereof taken from Wills Liber R. G. Prout, 1, folio 498, one of the records filed, recorded and Kept in the office of Register

J.H.H. #62 Equity

of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 24th day of April in the year of our Lord, nineteen hundred and forty-five.

R. Glenn Prout
Register of Wills for Anne Arundel County.

(Register of Wills Seal)

CERTIFIED COPY LAST WILL AND TESTAMENT OF WILLIAM ALEXANDER SCHULZ

FILED April 26, 1945.

day of January, 1940.

William Alexander Schulz (SEAL)

Signed, sealed, published and declared by the above named Testator, William Alexander Schulz as and for his last Will and Testament in our presence, who, in his presence, at his request, and in the presence of each other, have hereto set our hands as witnesses thereto this 15th day of January, 1940.

George E. Rullman

Ruby W. Chaney

Filed April 26, 1945

Testimony on behalf of the Plaintiffs and exhibits.

Richard J. Schulz, et al. — No. 8839 Equity.

vs. — Circuit Court for

Paul M. Curran, et al — Anne Arundel County.

Testimony on behalf of Plaintiffs.

PRESENT:

Mr. George E. Rullman, Solicitor for Plaintiffs.

Defendant waives attendance, also Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Lena W. Windsor,---------- 2 to 4

Sophia D. Taylor,----------5

Clarence E. Tyler,----------6 to 7

Lena W. Windsor, one of the Plaintiffs, being first duly sworn, deposes and says:- (Rullman).

1. State your name and residence?

A. Lena W. Windsor, 411-3rd st., Eastport, Md.

2. You are one of the Plaintiffs in this case,

A. Yes.

3. What was your father's name?

A. William Alexander Schulz.

4. Is he living or dead?

A. He is dead.

5. When did he die?

A. February 8th, 1944.

6. What, if any, real estate did your father die seized and possessed of?

A. The house at 409-3rd St., Eastport, 2nd Election District of Anne Arundel County, Md.

7. I hand you a paper, it is a certified copy of a deed from Henry Seebohm and wife to William Alexander Schulz dated December 10th, 1891, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 40, folio 131, is that the property your father died seized and possessed of?

A. Yes.

---- Offered in evidence and filed as Exam. Exh. A

8. Who did your father leave surviving him as his heirs at law?

A. Richard J. Schulz, whose wife is Cordelia S. Schulz, Martha E. Stevens, whose husband is Philip Stevens Helene D. Elgin, whose husband was Lester Elgin, now deceased, Louis W. Schulz, whose wife is Lillian W. Schulz, Margareth A. Crews, whose husband is George Crews, Lena W. Windsor (myself) whose husband is Marcellus Windsor,Elizabeth W. Windsor, whose husband is Isaac Windsor,Emilie K. Adams, whose husband is Charles Adams, Sophia D. Taylor, whose husband is Charles Adams, Cordelia A. Myers, whose husband is Howard Myers, all of these are of full age. There was a deceased daughter, Louise who intermarried with Paul M. Curran. She died prior to the death of my father and left surviving her, Paul M. Curran, her husband, and the following children, Joan M. Curran, Infant, Paula M. Curran, infant, and Phyllis E. Curran, Infant, These children now live with their stepmother in Fairfax,Virginia.

9. Did your father leave a will,

A. Yes he did.

10. And in his will he named you and Mrs. Taylor as Executrixes?

A. Yes.

11. Have you and Mrs. Taylor fully administered the personal estate of your father in the Orphans Court?

A. Yes.

12. And all claims were paid from that administration,

A. Yes.

13. As there are no claims or creditors against this estate as far as he is concerned?

A. No. °°°° Certified copy of Will of William Alexander Schulz filed and marked Examiner's Exh. B.

14. Is your mother dead or living,

A. She is dead.

15. What was her name,

A. Anna Katherine.

16. When did she die,

A. March 4th, 1924.

17. All of your father's children are Plaintiffs in this case and they have asked the Court to decree a sale of this property?

A. Yes.

18. Is it your wish and their wish that this be done?

A. Yes.

19. Is the property susceptible of division in kind between the parties to this case?

A. No.

20. Then it is for the best interest of all parties concerned that the property should be sold and the proceeds divided amongst the parties as their interests may appear?

A. Yes.

21. What are the improvements on this property?

A. Two story and attic frame house with shingle roof.

22. In what state of repair is this property

A. It needs repairs and painting.

To the general question under the rule the witness says:

A. No.

L.W.W. Lena W. Windsor

Sophia D. Taylor, a witness of lawful age, one of the Plaintiffs being first duly sworn, deposes and says:-

(Rullman)

1. State your name and address?

A. Sophia D. Taylor, RFD 1, Box 214, Annapolis, Md.

2. You are a daughter of the late William Alexander Chuclz,

A. Yes I am.

3. You have heard your sister, Mrs. Lena W. Windsor, testify in this case, is her testimony correct?

A. Yes.

4. These parties she has named are all parties in interest and all of the heirs of your late father?

A. Yes.

5. I believe you are named in your late father's will as one of the Executrixes?

A. Yes.

6. Is it your desire that this property be sold and the proceeds divided among the heirs at law of your father as their interest may appear?

A. Yes.

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

A. No.

S.D.T. Sophia D. Taylor.

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

(Rullman)

1. State your name and residence and your occupation?

A. Clarence E. Tyler, 519-6th st. Eastport, Md. Contractor and Real Estate.

2. You are a Director in the County Trust Company,Annapolis, Md.?

A. Yes.

3. And you are on its real estate appraisal committee?

A. Yes.

4. Did you know William Alexander Schulz in his life time?

A. Yes.

5. Is he living or dead?

A. He is dead.

6. Do you know the parties to this suit, the children and heirs at law of Mr. Schulz?

A. Yes, I know them all.

7. Those parties named in this Bill of Complaint are the heirs at law of William Alexander Schulz as you know them?

A. That's right.

8. Are you familiar with the land and property values at Eastport?

A. I think I have a knowledge of it.

9. You have bought and sold real estate in and around Eastport?

A. Yes.

10. And have also made appraisals for the County Trust Company in and around Eastport?

A. I have.

11. Have you examined this piece of property known as 409-3rd st., Eastport formerly

owned by William Alexander Schulz, deceased?

A. I have not been inside the property for a long time, I know the property quite well.

12. I believe you were one of the appraisers of the estate of William Alexander Schulz?

A. Yes.

13. Did you appraise this real estate?

A. Yes.

14. What does that real estate consist of?

A. A frame dwelling house, two and a half story.

15. What would you say is a fair and reasonable value of that property,

A. In view of the trend of properties since I made the appraisal I would have to say that that property today is worth $2500.

16. Do you know whether it has modern conveniences?

A. I know it does not have.

17. What is the state of repair of the property?

A. It is in need, the exterior, of right extensive repairs.

18. In your opinion, is this real estate susceptible of partition in kind among the heirs at law herein mentioned?

A. I don't see how it could possibly be partitioned in kind.

19. In your opinion, would it be to the best interest of these parties that the property be sold and the proceeds of sale divided amongst them as their respective interests may appear?

A. Undeobtedly that seems the only solution.

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

A. No.

C.E.T. Clarence E. Tyler.

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

WITNESS my hand and seal this 26th day of April, 1945.

Jno. S. Strahorn (Seal)

Examiner.

Filed April 26", 1945.

AGREEMENT SUBMISSION for DECREE.

RICHARD J. SCHULZ, ET AL	:	EQUITY NO. 8839
VS.	:	IN THE CIRCUIT COURT FOR
PAUL M. CURRAN, ET AL.	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

It is hereby agreed that this cause be submitted for passage of a Decree.

George E. Rullman

Attorney for the Plaintiffs

J. Henry Zeller

Guardian Ad Litem

Filed May 10" 1945

Decree for sale of real estate

J.H.H. #62 Equity

RICHARD J. SCHULZ, ET AL : EQUITY NO. 8839

VS : IN THE CIRCUIT COURT FOR

PAUL M. CURRAN, ET AL : ANNE ARUNDEL COUNTY

: : : : : : : : :

This cause standing ready for hearing and being submitted, the Bill, Answers and all 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 undersigned one of the Judges of this Court and by authority of the Court adjudged , ordered, and decreed that the real estate mentioned in these proceedings be sold, and that George E. Rullman, of Annapolis, be and he is hereby appointed trustee to make such sale and that the course and manner of such proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by him with a surety to be approved by the Clerk of this Court in the penalty of Five 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 further order or decree in the premises; he shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in AnneArundel County and such other notice as he may think proper; of the time, place, and manner and terms of sale, which terms shall be as follows:

Of the purchase money Five Hundred Dollars to be paid in cash on the day of sale, balance payable in cash upon ratification of said sale, all deferred payments to bear interest from the day of sale and all taxes, public charges levied against said property to be adjusted from day of sale. And if the property be not sold at public sale on the day so advertised, the said trustee 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 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 annexed, and on the ratification of such sale by this Court, and on the payment of the whole purchase money and not before, the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs the property to him, her or them, sold, free clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising out of such sale or sales, to be disposed of under the direction of this Court after deducting therefrom the costs of this suit and such commissions to the said Trustee as the Court may think proper to allow in consideration of the skill, attention and fidelity wherewith he appeared.

James Clerk

Judge

FILED May 10, 1945.

KNOW ALL MEN BY THESE PRESENTS.

That We George E. Rullman, of Anne Arundel County, State of Maryland, and the NATIONAL

SURETY corporation, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Dollars 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 eleventh day of May in the year of our Lord one thousand nine hundred and forty five.

WHEREAS, the above bounden George E. Hullman by virtue of a decree of the Honorable the Judges 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 Richard J. Schulz, et al Equity No. 8839 vs Paul M. Curran, et al now pending in said Court:

Now the Condition of the above Obligation is such That If the A bove Bounden George E. Rullman 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 aboveobligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered
in the presence of
Florence Lewis

Rose M. Bausch

George E. Hullman (SEAL)

NATIONAL SURETY CORPORATION (SEAL)
By Wm. M. Murphy (Seal)
Attorney-in-Fact

(Corporate Seal)

Filed May 14, 1945

TRUSTEESS REPORT OF SALE

RICHARD J. SCHULZ, et AL	:	No. 8839 Equity
	;	In the
vs	;	
	;	Circuit Court
PAUL M. CURRAN, ET AL	;	for Anne Arundel County
	;	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Hullman, Trustee, respectfully shows:

THAT under and by virtue of a Decree of this Honorable Court passed in the above entitled cause under date of the 10th day of May, 1945, to make sale of the real estate mentioned in these proceedings, the said George E. Hullman, Trustee, after having given bond with approved security, and after having given at least three weeks' notice of the time, place, manner and terms of sale by advertisement in the Evening Capital,a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all othe requisites of said Decree and of the law for such cases made and provided, did offer said property for same by public auction at the Court House door, in the City of A nnapolis, Maryland, on Tuesday, June 19th, 1945, at eleven o'clock A.M., and then and there sold the said property to Harry S. Price and Susie J. Price, his wife, at and for the sum of Twenty Six Hundred Fifty Dollars ($2650.00), they being then and there the highest bidders therefor; said property being described as follows:

All that lot of ground situate, lying and being in the Village of Eastport,Second

Election District of Anne Arundel County, Maryland, known as No. 409 Third Street and having a frontage on said street of 40 feet with a depth therefrom of 165 feet, and being the same property which was conveyed to the late William A. Schulz by George Henry Seebohm and wife by deed dated December 10, 1891, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 40 folio 131.

And the said Trustee further reports that he has received from the said Purchasers a 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 $500.00 will be required of the purchaser or purchasers on 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 upon final ratification of sale. Taxes and other public charges will be adjusted to day of sale."

Respectfully submitted,

George E. Rullman

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that on this twentieth day of June, in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Ruby W. Chaney

NOTARY PUBLIC.

AUCTIONEER'S CERTIFICATE and PURCHASE AGREEMENT

GEORGE W. SCIBLE, AUCTIONEER

TRUSTEE'S SALE

of Valuable RESIDENTIAL PROPERTY Improved by a Two and One-Half Story Frame House Known and Numbered as No. 409 THIRD STREET, EASTPORT, SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MD.

In the Case of Richard J. Schulz, et al vs. Paul M. Curran, et al, Equity 8839, Under authority and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, dated the tenth day of May, 1945, the undersigned trustee will offer at public sale to the highest bidder at the Court House door, Annapolis, Maryland, on

TUESDAY, JUNE 19, 1945 at 11:00 O'clock A.M.

All that lot of ground situate, lying and being in the Village of Eastport known as No. 409 Third Street and having a frontage on said street of forty (40) feet, with a depth therefrom of one hundred sixty-five (165) feet, and being the same property which was conveyed to the late William A. Schulz by George Henry Seebohm and wife by deed dated December 10, 1891, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 40, folio 131.

TERMS OF SALE: A deposit of $500.00 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 upon final ratification of sale. Taxes and

other public charges will be adjusted to day of sale.

GEORGE E. RULLMAN, Trustee,

Lee Building, Annapolis, Md.

June 19, 1945.

I hereby certify that I have this day sold the within described property to HArry S. Price and Susie J. Price, his wife, at and for the sum of Twenty Six Hundred and Fifty Dollars ($2650.00), they being then and there the highest bidder therefor, and I further certify that the sale was fairly made.

Geo. W. Scible

Auctioneer.

We hereby certify that we have this day purchased the within described property from George E. Rullman, Trustee, at and for the sum of Twenty Six Hundred and Fifty Dollars ($2650.00), and we hereby agree to comply with the terms of sale, as set forth on the within handbill.

Test: Harry S. Price, (SEAL)

Ruby W. Chaney Susie J. Price, (SEAL)

Filed June 20, 1945

(ORDER NISI)

ORDERED this 20th day of June, in the year 1945, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Trustee, 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 newsparer published in Anne Arundel County once in each of three successive weeks before the 21st., day of July next:

The report states the amount of sales to be $2650.00.

John H. Hopkins, 3rd,

Clerk.

CERTIFICATE OF PUBLICATION

Order Nisi on Report of Sale.

Office of EVENING CAPITAL Published by

THE CAPITAL-GAZETTE PRESS, INC.,

(Holders of contract for Anne Arundel County Advertising).

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 17, 1945

We certify that, the annexed Order Nisi Sale RICHARD J. SCHULZ 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 21st day of July, 1945. The first insertion being made the 21st day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

6/2-/45 Copy of the within Order Nisi Received.

Evening Capital

Per Elizabeth H. Newman

Filed June 20, 1945

J.H.H. #62 Equity

(Order Nisi)

ORDERED this 20th day of June, in the year 1945, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Trustee, 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.

The report states the amount of sale to be $2650.00.

John H. Hopkins, 3rd,

Clerk.

(Final Order)

ORDERED by the Court, this 27th day of July, 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

James Clark

Filed July 27, 1945.

Petition to make spouses parties plaintiffs, with Order of Court thereon.

RICHARD J. SCHULZ,	:	No. 8839 Equity
ET AL.	:	In the
VS	:	Circuit Court
PAUL M. CURRAN	:	for
ET AL	:	Anne Arundel County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Cordelia S. Schulz, wife of Richard J. Schulz, Philip Stevens, husband of Martha E. Stevens, Lillian W. Schulz, wife of Louis W. Schulz, George Crews, husband of Margareth A. Crews, Marcellus Windsor, husband of Lena W. Windsor, Isaac Windsor, husband of Elizabeth W. Windsor, Charles Adams, husband of Emilie D. Adams Charles Taylor, husband of Sophia D. Taylor, Howard Myers, husband of Cordelia A. Myers, respectfully show unto your Honors.

(1). That they are related as stated herein to the above named Plaintiffs in this action.

(2)..That the property mentioned in these proceedings has been sold at public sale by virtue and under authority of a decree of this Honorable Court, passed on the 10th day of May,1945, and the purchasers of the property, to strengthen and secure their title, feel that your Petitioners should be made parties Plaintiffs.

NOW, THEREFORE, your Petitioners pray your Honors to pass an order making them parties Plaintiffs in this cause, and they further advise your Honors that they approve the sale and ratify all the proceedings incident and necessary thereto.

And as in duty bound, etc.,

Cordelia S. Sultz

Philip D. Stevens

Lillian W. Schulz

George D. Crews, Charles C. Taylor; Charles B. Adams, Marcellus Windsor, Isaac W.Windsor Howard E. Myers.

ORDER OF COURT

Upon the aforegoing Petition and Consent of the parties mentioned in this petition,it is thereupon this 25th day of July, 1945,ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that Cordelia S. Schulz, wife of Richard J. Schulz, Philip Stevens, husband of Martha E. Stevens, Lillian W. Schulz, wife of Louis W. Schulz, George Crews, husband of Margareth A. Crews, Marcellus Windsor, husband of Lena W. Windsor, Isaac Windsor, husband of Elizabeth W. Windsor, Charles Adams,husband of Emelie D.Adams, Charles Taylor, husband of Sophia D. Taylor, and Howard Myers, husband of Cordelia A. Myers, be and they are hereby made parties plaintiffs to this proceeding, non pro tunc they having approved said sale and ratified the proceediings incident and necessary thereto.

Ridgely P. Melvin, C.J.

Order filed July 26, 1945.

AUDITOR'S REPORT AND ACCOUNT

In the case of	:	
Richard J. Schulz, et al	:	In the
vs	:	CIRCUIT COURT
Paul M. Curran, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 8839 Equity.

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 1, 1945.

All of which is respectfully Submitted.

Laura R. Jickling,

Auditor.

Dr. Richard J. Schulz, et al vs Paul M. Curran, et al in ac. with

George E. Rullman, Trustee.

To Trustee for Commissions, viz.		111.59
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	22.75	
Auditor - stating this account	13.50	46.25
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order of publication	37.50	
Capital-Gazette Press - advertising sale	18.00	
Capital-Gazette Press - Order Nisi on Sale	5.00	
Capital-Gazette Press - " " this acct.	5.00	

National Surety Co. - bond premium	20.00	
J. Henry Zeller - guardian ad litem	4.00	
John S. Strahorn, Examiner	8.00	
Juliet D. Strahorn - stenographer	5.00	
George W. Scible - auctioneer's fee	16.00	
Register of Wills - certified copy Will	2.00	
Clerk of Court - certified copy of deed	1.25	
Ruby W. Chaney - notary fees	1.50	
One-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.30	126.20
To Trustee for Taxes, viz:		
1945 State & County taxes (39.34 -adj.)		18.58
Balance for distribution $2.365.47		
Distributed as follows:		
Cordelia A. Myers,daughter- one-eleventh	215.05	
Richard J. Schulz, son - one-eleventh	215.04	
Martha E. Stevens, daughter - "	215.04	
Helene D. Elgin, daughter - "	215.04	
Louis W. Schulz, son -	215.04	
Margareth A. Crews, daughter- "	215.04	
Lena W. Windsor, daughter - "	215.04	
Elizabeth W. Windsor, daughter- "	215.04	
Emilie K. Adams, daughter - "	215.05	
Sophia D. Taylor, daughter - "	215.05	
Joan M. Curran,granddaughter - one-thirty-third	71.68	
Paula M. Curran, " "	71.68	
Phyllis E. Curran, " "	71.68	2,365.47
		2,668.09
Cr. June 19 1945 Proceeds of Sale	2,650.00	
Interest on deferred payment	13.63	2,663.63
Refund 1945 water and sewer benefit ($8.40 -adjusted)		4.46
		2,668.09

ORDER NISI

ORDERED, This 3rd.,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 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.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION Annapolis, Maryland, September 5,1945

We hereby certify, that the annexed Order Nisi -Amd Acct Richard J. Schulz vs Paul M. Curran 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, 1945. The first insertion being made the 4th day of August, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed Sept. 5. 1945

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of Sept. 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 Sept. 6, 1945

John W. Selby, Nicholas R. Selby, Margaret E. Selby,Emily W.Selby Joseph Selby, James Selby. Thomas S. Selby, Joseph Trapnell & Emily Trapnell vs John S. Selby,Trustee Mary C.W. Selby, Joseph Trapnell, Junior, Richard Trapnell Fanny M. Trapnell William Trapnell,Ella Trapnell, Samuel V. Blake James H.W. Blake & Alex. Randall Anna Claude,Admr .of Dennis Claude	:	I.R. Stamp $ .50 O.S. No. 380 Equity BILL OF COMPLAINT

To the Honorable Nicholas Brewer, Judge of the Circuit Court of Anne Arundel County.

The Bill of Complaint of John W. Selby, Nicholas R. Selby, Margaret E. Selby, Emily W. Selby, Joseph Selby, & James Selby, and Thomas S. Selby, of Baltimore City & Joseph Trapnell and Emily Trapnell of Frederick County, respectfully States. That about the twenty-first day of June in the year Eighteen hundred and fifty-four, Nicholas I. Watkins duly executed his Last Will and Testament and departed this life about the first day of August, 1858 without altering the same which has been duly

proved before the Orphans Court of Baltimore City as will appear by an authenticated Copy thereof herewith filed marked Exhibit W No. 1 which with your Orators other Exhibits they pray maybe taken as parts of the Bill.

Your Orator further States that among other things the Said Testator appointed his wife and Joseph Trapnell,Junior his Executors, that his Wife died before his own death and the said Trapnell declined the trust so reposed in him and that afterwards the Orphans Court appointed Alexander Randall Administrator with the Will annexed on said Estate-

That this Administrator hath passed sundry accounts and under proceedings in this Court settled up the said estate of the Testator as will appear by such proceedings which your Orators pray may also be taken as part of this Bill.

Your Orators further state that all the children of the said Nicholas I.Watkins are dead - that they are advised that all the Estate of the said Nicholas hath been divided by the proceedings above referred to among the parties entitled thereto under the said Will except a ground rent or reversion on a Lot of ground in the City of Annapolis described in the Lease therefor herewith filed marked Exhibit N.I.W, No. 2.

That the said ground rent or reversion according to the said Will passed to the Grandchildren of the said Testator who were living at the time of his death who are the following: The Complainants who are six of the children of Margaret Selby, a deceased daughter of the said Testator and Mary C. W. Selby, another minor Child of the said Margaret- also the Six children of Emily G. Trapnell, another deceased daughter of said Testator, viz: the Complainants Joseph and Emily and Richard Trapnell, Fanny M.Trapnell, William Trapnell and Ella Trapnell the four last named are minors and James H. W. Blake, the only child of Mary Clare Blake, another of the deceased daughters of the Testator - to which fifteen grandchildren the said Rent or reversion belongs in equal proportions.

Your Orators further state that since the date of the said Lease all interest therein has been transfered to Dr. Dennis Claude late of Annapolis as will appear by Exhibits N.I.W. No. 3 & 4; that the said Claude hath departed this life on 9 " day of December last and that Anna Claude his Widow hath taken out letters of Administration on his Estate -

That the said Claude did during his lifetime hold the said Lots of ground and hath from time to time paid ground rent to the testator in his life time and also once to the said Randall during the administration of the Testator's Estate, but that many years rent is still due by the Estate of the said Claude though the amount thus due is not known to your Orators and for which your Orators are entitled to an account in this Cause from the said Anna Claude as the said Administratrix. Your Orators further charge that it is for the benefit and advantage of all interests to sell the said Ground rent or reversion in the said Lots of Ground and divide the proceeds thereof among your Orators and others interested therein but by reason of the minority of many of them the same cannot be done without the Authority of this Court.

Your Orators further State that by proceedings had in the Cause before referred to John S. Selby the Father of Thomas S. Selby and Mary C. W. Selby has been appointed Trustee to hold their interest in Testators Estate, and that Revd Joseph Trapnell Junior hasby said proceedings been appointed such trustee for his aforesaid four Minor Children and that Rev. Samuel V. Blake has been appointed Trustee for his aforesaid Minor Children, and

your Orators are advised that the said John S. Selby, Rev'd.Joseph Trapnell Junior and Rev. Samuel V. Blake are proper parties to this Suit.

To the End therefore that the said Anna Claude as Administratrix as aforesaid may account in this Court for the Rent due for the said Lot and that the said John S. Selby, Trustee and Mary C. W. Selby, of Baltimore City, Rev.d Joseph Trapnell Junior, Richard Trapnell, Fanny M. Trapnell, William Trapnell and Ellen Trapnell of Frederick County and Samuel V. Blake, James H. W. Blake, Alexander Randall Administrator of Nicholas J. Watkins and Anna Claude Admx as aforesaid of Anne Arundel County may all appear in this Court the adults in person or by Solicitor and the Minors by Guardian for that purpose to be appointed and severally answer the allegations of thisBill fully and particularly, and that the said ground rent or reversion may be sold by a decree of this Court and the proceeds thereof divided among those who are entitled thereto and to the end that your Orators may have such other and further relief as their Case and Equity require.

May it please our Honor to grant that the States writ of Subpoena may be issued to Samuel V. Blake, James H. W. Blake, Alexander Randall and Anna Claude of Anne Arndl County, John S. Selby and Mary C. W. Selby of Baltimore City, Rev. Joseph Trapnell Junr. Richard Trapnell, Fanny M. Trapnell, William Trapnell and Ella Trapnell of Frederick County commanding them to be and appear in this Court and Answer the premises and stand to and abide by any decree your Honor may make in the premises - and as in duty &c.

Randall & Hagner

for Complainants.

Filed 1 Augt. 1864 4 Exhibits

IN EQUITY ANSWER TO BILL OF JOHN N. SELBY & OTHERS.

To the Honorable Nicholas Brewer, Judge of The Circuit Court for Anne Arundel County.

The answer of Mrs. Anne Claude widow and Administratrix of the late Dr. Dennis Claude to the bill of complaint of John N. Selby & others:

The Defendant admits the matters and things therein charged except "the yearly rent of forty two dollars per annum" stated in the lease filed by Complainants and marked Exhibit N.I.W. No. 2. That Instrument conveys from Nicholas I. Watkins to Jeremiah Hughes, a lot of ground in the City of Annapolis contained within certain metes and bounds courses and distances for ninety nine years & reserving therefor an annual rent of $42.00 and stipulating "That the said Hughes may at any time within ten years purchase the Fee simple in said property upon paying therefor, the sum of seven hundred dollars" of which sum the interest at six per cent per annum is forty two dollars. The annual rent but it excepts from the said metes & bounds courses and distances five feet of the whole width of the said lot adjoining the lot of Mrs. Sarah Wells also a part of said lot heretofore conveyed by the said N. I. Watkins to Samuel Ridout all of which will more fully appear by reference to Complainants Exhibit N.I.W. No. 2 and which the defendent prays may be taken as part of this answer.

By reason of that partition and in consequence of some subsequent adjustment Defendant believes and declares that the annual rent was reduced from forty-two dollars the interest of six per cent per annum on seven hundred dollars as claimed by the terms of said Lease for the Fee simple of the whole undivided lot, to thirty five dollars and seventy-cents the interest of six per cent on five hundred and ninety five dollars, a fair valuation of the diminished reversion, by subtracting one hundred and five dollars from seven hundred dollars the value of the fee simple without partition and leaving five hundred and ninety-five dollars as a just equivalent of the Fee simple in the remaining moiety and thirty five dollars and seventy cents the annual interest of the last named sum at six percent as the yearly ground rent of said lot. In proof of this conclusion the Defendant refers your Honor to a letter from the late Jeremiah Hughes to the late N. I. Watkins in which the rate of ground rent is enumerated and represented to be $35.70/100 as adjusted and agreed upon between them at which rate he says a settlement to the 17th May, 1842 which letter marked J.H. Exhinit A as herewith filed and the Defendant prays may be taken as part of this answer.

Since the date of said Lease all interest therein has been conveyed and assigned to the late Dr. Dennis Claude as declared in the bill of Complaints and proved by their Exhibits N.I.W. Nos 3 & 4. The annual rent paid by him during his life and received by N. I. Watkins as a discharge in full of ground rent for each and e every year was thirty-five dollars and seventy cents per annum as will appear by reference to three receipts of N.I.Watkins also a check of the late Dr. D. Claude to the late N. I. Watkins for $35.70/100 which was endorsed by said Watkins and paid by the Farmers Bank of Maryland it is dated June 19, 1858 in payment of one years ground rent to June 1st,1858;

also a check for $35.70/100 to Alex Randall Administrator of Watkins dated October 3,1859 for ground rent to June 1st, 1859 which are herewith filed in an envelope marked Exhibit B and Defendant prays may be taken as parts of this answer. The intervening receipts and checks are in the possession of the Defendant and can be submitted to your Honor if required. The first receipt on file marked No. 1 is for $71.40/100 and dated July 22d 1845 in payment of ground rent to June 1st. 1845 being for two years ground rent from June 1, 1843 to June 1, 1845 at the rate of $35.70/100 per year as noted in the receipt and signed by N.I.Watkins. The receipt No. 2 is for $35.70/100 and dated June 1, 1852 for one years rent on lot with a balance on last year of seventy cents making total 36.40/100 The receipt No. 3 is for $35.70/100 and dated June 3, 1853 in payment of years ground rent due June 1, 1853. These receipts conclusively show the knowledge and assent of Mr. Watkins to the reduction of annual rent from forty two dollars pr. annum to thirty five dollars and seventy cents per year.

The receipts Nos. 2 & 3 are written- are written by the late Mr. Mr. Watkins being in his hand writing explicitly acknowledging and receiving $35.70/100 as the ground rent per year of said lot. The acceptance and receipt of $35.70/100 as the annual ground rent of said lot paid by the late Dr. Dennis Claude is thus established for a series of consecutive years by the written acknowledgment of the Lessor N. I. Watkins from the first of June 1843 to the first of June 1859 inclusive more than twenty years from the date of this suit and the statements made in the letter of Mr. Hughes to which your Honor

has been referred are thus confirmed by Mr. Watkins. The handwriting of Mr. Watkins the Defendant presumes will be admitted by Mr. Randall the Administrator C. T. A. of said Watkins personal estate and Solicitor of the Complaiants in this Cause though if required will verify the same by proof.

The Defendant with the assent of the heirs of the late Dr. D. Claude is willing to purchase the fee simple reversion for five hundred and ninety-five dollars the sum of which $35.70/100 is the interest at 6 per cent which is the rate contracted for in the Lease and in virtue thereof the Defendant claims the right of preemption for that sum but does not feel able or willing to pay more and prays your Honor to grant the decree for a date of the reversion prayed by Complainants with the right of purchase for five hundred and ninety-five dollars recognized and secured to the Lessee by the terms of the decree.

The Defendant is also ready to account for the rent due from June 1st,1859 at the rate of $35.70/100 pr. annum the sum paid as the annual ground rent of said lot by her late husband Dr. Dennis Claude during his life and always received by the late Mr. Watkins in full discharge of rent per year for said lot and respectfully prays your Honor that the account of rent prayed for by the Complainants may be adjusted upon that basis and finally settled so that justice may be done to all parties and to that end ever will pray &c.

Wm. Tell Claude for Mrs. Anne Claude

Administratrix of the late Dr. Dennis Claude.

Filed 23 August, 1864. 2 Exhibits.

ANSWER OF S.V.BLAKE, JOHN S. SELBY, JOSEPH TRAPNELL,JUNR.,& A.RANDALL, Admr. of N. I. Watkins.

To the Honorable, Nicholas Brewer: Judge of the Circuit Court of Anne Arundel County, In Equity.

The joint and several answers of John S. Selby, Rev'd Joseph Trapnell Junior, Rev'd. Samuel V. Blake and Alexander Randall to the Bill of Complaint of John W. Selby Nicholas R. Selby, Margaret E. Selby, Emily W. Selby, Joseph Selby & James Selby, & Joseph Trapnell and Emily Trapnell against them and others in the said Court Exhibited respectfully states

That these Defendants answering so much of the said Bill as they are advised it is material for them to answer say that they admit the facts and statements set forth in the said Bill to be true and consent that a decree may be passed by the Court for the sale of the rent or reversionary interest of the devisee of the said Nicholas I. Watkins as stated in the said Bill in the Lot of Ground lying in the City of Annapolis and that the proceeds thereof may be divided among the parties entitled thereto according to their respective rights & that your respondents may have their costs of suit &c.

A. Randall Admr. of Nich. I. Watkins, with Will annexed-

John S. Selby

Joseph Trapnell,Jr.,

S . V. Blake

We assent to this Answer's being filed to have the same effect as if sworn to

Randall & Hagner for Complts.

Filed 24 Augt. 1864.

COMMISSION FOR TESTIMONY

MARYLAND, SC: THE STATE OF MARYLAND.

To Henry M. Murray and Nicholas Brewer of John: of Anne Arundel County, Greeting:

KNOW, That we have appointed you to be our Commissioner, to examine evidence in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between John W. Selby, Nicholas R. Selby, Margaret E. Selby, etal Complainants, and John S. Selby,Trustee, Mary C. W. Selby and others 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 21st day of April, Anno Domini , 1865.

(COURT SEAL) N. H. Green, Clk.

COMPLAINANTS GENERAL INTERROGATIONS.

1st. Interrogatory: Do you or not know any of the parties to this suit? If yea, state which of them, - and your means of knowing them.

2nd. Which of the parties are adults and which are Minors and state your means of knowing the same -

3rd. Did you or not know Nicholas I Watkins late of Anne Arundel County and later of the City of Baltimore where he died? If yea,state how the said Nicholas I. Watkins if at all, is related to the several parties to this suit.

4th. Do you or not know the property lying in the City of Annapolis, discribed in the Bill, and/or the sale of which it is filed, If yea, State the value thereof andof the interest therein of the Estate of the said Nicholas I. Watkins - and what is that interest.

5th. Did you or not know Doctor Dennis Claude of the City of Annapolis? If yea, State whether he is now living or dead - if dead -when he died and who is his personal representative -

6th. Do you or not believe it would be for the benefit of all parties interested to sell the interest of the Estate of the said Nicholas I. Watkins in the property described in the Bill? if yea, State your reasons fully for that opinion.

7th. Do you or not know what interest the said Doctor Dennis Claude had in the said property during his life time, If yea, State the same.

Randall & Hagner for Complainants.

At the execution of the annexed Commission issued out of the Circuit Court for Anne Arundel County, sitting as a Court of Equity, and to Nich's Brewer of Jno. and Henry M. Murray directed empowering them to examine evidences in a Cause depending in said Court be-

tween John W. Selby, Nicholas R. Selby, Margaret E. Selby, et al, are Complainants and John S. Selby, Trustee, Mary C. W, Selby, Joseph Trapnell and others are Defendants, I Nicholas Brewer of Jno. one of the Commissioners therein named, did meet on the 20th day of June eighteen hundred and Sixty-five at Annapolis persuant to previous notice thereof given to the said parties and did then and there proceed to take the following depositions, to Wit.

Mary Ann Turner, a Witness of lawful age, produced on the part of the Complainant, being duly sworn and examined to interrogations filed with the Commissioner by the Complainant and herewith returned deposes and says, to the 1st. Intr.

Knows all the pa ties. Witness is the niece of the late Nicholas I. Watkins and Cousin to his children and grandchildren.

2nd. Int. All the Selbys are of age and Joseph and Emily Trapnell are of age, and the other Trapnell are under age and James Blake is under age.

3rd. Int. Witness was well acquainted with the late Nicholas I.Watkins, he was her uncle. The Selbys are the Children of Margaret A. Selby, a deceased daughter of the late Nicholas I. Watkins and John S. Selby was her husband and father of her children. The Six Trapnells are the children are the children of Emely G. Trapnell, another deceased daughter of the Said Nicholas I. Watkins by Joseph Trapnell, Jr.,, her husband and father of her children and James H. W. Blake is the only child of Mary Clare Blake an_other deceased daughter of the late Nicholas I. Watkins by her husband the Rev. Samuel V. Blake. The said Nicholas I. Watkins had two other children,James H. Watkins who died before and Sallie D. Watkins who died after him.

Thomas Ireland a Witness of lawful age produced on the part of the Complainants being duly sworn and examined to interrogatories filed with the Commissioner and herewith returned deposes and says to the

1st Int. Knew Nicholas I. Watkins in his life time and his children. Witness understands That the parties to this Suit are their children and the grandchildren of the late Nicholas I. Watkins, except John L. Selby,who was the husband of Margaret A. Selby (formerly Watkins) the Rev. Joseph Trapnell Jr., who was the husband of Emily G. Trapnell (formerly Watkins) and the Rev. Samuel B. Blake, who was the husband of Mary Clare Blake (formerly Watkins) and Witness knows MrsAnn Claude, Widow of the late Dr. Dennis Claude, and is well acquainted with Mr. Alexander Randall.

2nd. Int. All the parties that Witness known are adults and he understands that the whole of them are adults except the four younger children of Mrs Emily G.Trapnell and the child of MrsMary Clare Blake.

3rd. Int. Answered by deponent in his answer to the 1st & 2nd Interrogatories.

4th Int. Knows the property described in the Bill. Witness believes that the fee simple in the property in said bill to be worth about five thousand Dollars, and Witness understands that the said property belongs to the estate of the said Nicholas I. Watkins, and that the ground rent is at the rate of forty two dollars per annum payable quarterly, and if so, is worth about eight hundred dollars and if the ground rent is Thirty-five dollars and seventy cents, then it would be worth between six and seven hundred dollars.

seven hundred dollars.

Int.
5th/ Knew Dr. Dennis Claude in his lifetime. He died witness thinks in December 1863; and he understands that Anna Claude is his Administratrix.

Int.
6th./Witness thinks it would be to the interest of those interested in the estate of Nicholas I Watkins to sell their interest and divide the proceeds among them- his reason for so thinking is that the ground rent is too small to be divided among so many parties and had therefore better be sold-

7th. Int. Depondent known no more than what is disclosed by the deed, which he has examined and which shows that Dr. Claude owns the property subject to ground rent.

The Commission adjourned to 5th Augt. 1865.

Aug't. 5th, 1865 The Commission met and there being no other Witnesses to be examined and neither party desiring further time for the production of witnesses, the Commissioner closed the said Commission and and herewith returns the same under his hand Seal this 5th day of August, eighteen hundred and Sixty five.

N. Brewer of Jno. Comm'r (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 if 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 witnesses produced before and examined by the Commissioners named in the commission hereunto annexed, as far fourth as you are directed and employed by the said Commissioners, to take, write down, and transcribe, the said depositions, or anyof them. So help you God.

Filed 5 August, 1865. 5 exh.

DECREE

This cause standing ready for hearing and being submitted by the Solicitors the proceedings have been read and considered.

It is thereupon this 28th day of August, in the year Eighteen hundred and Sixty-five by William H. Tuck, Judge of the Circuit Court of Anne Arundel County sitting in Equity and by the Authority of the same adjudged ordered and decreed that Anna Claude as administratrix of Dennis Claude, M.D. account in this Court for the rent due for the Lot of Ground in the proceedings mentioned and pay over the same to the parties entitled thereto at the rate of thirty-five dollars and seventy cents per annum,payable quarterly -

And it is further adjudged, ordered and decreed that the reversion in the said Lot of ground be sold at public auction for division among those entitled thereto - that Alexander Randall of the City of Annapolis, be and he is hereby appointed Trustee to make such sale and that the cause andmanner of his proceedings shall be as follows. He shall first file in this Court a bond to the State of Maryland in the penalty of twelve hundred dollars withsurety or sureties to be approved by this Court 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 of decree in the premises. He shall then proceed to make sale of the said reversionary interst in the said_having first given at least three weeks previous notice inserted in some newspaper printed in Annapolis, or such other notice as may think proper of the time place manner and terms of sale which terms shall be as follows, one half of the purchase money to be paid in cash and the other half in six months after the day of sale and the whole to their interest from the day of sale and the payment thereof to be secured by the bond of the purchaser with surety or sureties to be approved of by the Trustee,- or the whole in cash to be paid on the day of Sale or on the ratification thereof at the option of the purchaser.

And as soon as convenient after any such sale 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 the sale annexed. And on the ratification thereof and payment of the purchase money (and not before) the said Trustee by a good and sufficiant deed shall convey to the purchaser or purchasers the said reversion free, clear and discharged of all claims of the parties to the Cause and all persons claiming by,from or under them - And the Trustee shall bring into this Court the money arising from such sale and the bond or note that may be taken for the same to be disposed of under the direction of this Court,after deductng therefrom the costs of this suit and such commissions to the Trustee as this Court may think proper to allow on consideration of the skill attention and fidelity wherewith as shall appear to have discharged his trust- Provided however that the right of pre-emption shall be reserved to the Lessee and his assigns to purchase the fee simple in the said Lot by paying the Trustee therefor the sum of Five Hundred and Ninety-five dollars which if so paid he shall account for as if sold as herein directed and Convey the reversion as aforesaid.

Wm. H. Tuck C.J.

Filed 28 Aug't. 1865

TRUSTEE'S REPORT

TO THE HONORABLE Wm. H. TUCK, Judge of the Circuit Court of said County:

Te Report of Alexander Randall Trustee in the above Cause respectfully states that he did file his official bond in this Court as required by the said decree which hath been duly approved by the Court and after wards make a settlement of the Rent and interest due by the Lessee's Assignees which amounts to the sum of two hundred and Sixty three dollars, and Sixty two cents which they have paid to your Trustee.

He also reports that the said Assignees of the Lessees have elected to exercise their right of preemption as stated in your Honor's decree and purchased the said fee simple at the price fixed in the said decree viz: the sum of Five Hundred and Ninety-five dollars in cash on the ratification of this sale by your Honor - as of the first of September instant- making the sum received by your Trustee Eight hundred and Fifty Eight dollars and Sixty two -

Your Trustee reports that the said sale and settlement was fairly made and he prays that the same may be ratified and confirmed and he will &c.

A. Randall , Trustee

State of Maryland, Anne Arundel County Sc.

On this 15 day of September 1865 before me the subscriber a Justice of the Peace

of the said State in and for the County aforesaid personally appeared Alexander Randall and makes oath that the facts and statements in the above report are true and that the said Sale was bona fide made, to thebest of his knowledge and belief.

Owen M. Taylor J.P.

Int. Rev. Stamp $.50.

We respectfully ask your Honor to ratify and confirm this Sale without further notice.

Randall & Hagner ,for Pleffs.

A. Randall, Trustee

Wm Tell Claude for The Assignees of the Lessees purchasers under the decree.

Filed Sept. 16, 1865

ORDER.

ANNE ARUNDEL COUNTY CIRCUIT COURT 18TH September, 1865.

ORDERED THAT THE SALE MADE AND REPORTED BY THE WITHIN Report by consent of parties be and the same is hereby forthwith finally ratified and confirmed - The Trustee is to be allowed Commission on sale according to the Rule of Court and on the arrears of Rent and interest ten-per cent of the amount- and his expenses if any when the vouchers are produced.

Wm. H. Tuck, C.J.

Filed 18 September 1865

BILL OF COMPLAINT.

H. M. MEYER, Trading as the	:	In Equity N o. 8194
ATLANTIC MILL AND LUMBER COMPANY	:	IN THE CIRCUIT COURT
VS	:	FOR
JACOB HAEGI	:	ANNE ARUNDEL COUNTY

To the Honorable Judges of the said Court,your Orator complaining says:

1. That the Defendant is a record title owner and owner of a tract of land situated on the Governor Ritchie Highway in the Third Election District of Anne Arundel County, and being more particular a part of the land acquired by the said Jacob Haegi from the late Gottlieb Haegi under his last will and testament dated May 16, 1914, and recorded among the Register of Will Records of Anne Arundel County in Liber OBD No. 1,Folio 271, a certified copy of the will being filed herewith as "Complainants Exhibit A."

2. That Eliza Haegi, joint legatee of the aforesaid will, died intestate, thereby vesting the title to the aforesaid property in the said Jacob Haegi absolutely.

3. That the said Complainant is in the lumber and mill work business and supplied lumber and materials in connection with the erection of a new semi-bungalow on the portion of the land now owned by the said Jacob Haegi, and that the said land necessary to the proper use and enjoyment of the aforesaid bungalow adjacent to and surrounding the aforesaid bungalow is a tract of land/beginning at the intersection of the westernmost side of the right of way of the South bound lane of the Governor Ritchie Highway leading from Baltimore to Annapolis with the County road leading from the aforesaid Governor Ritchie Highway to the Earleigh HeightsRailroad station; and running thence along the

Southmost side of the County road right of way in a Westerly direction a distance of 280 feet and thence in a Southernly direction parallel with the west side of the aforementioned Ritchie Highway right of way a distance of 280 feet, thence in an Easternly direction parallel with the first line and aforesaid County road to the Ritchie Highway the distance of 280 feet to the right of way of the Governor Ritchie Highway; and thence in a Northerly direction along the western side of said Governor Ritchie Highway to the point of beginning and that there is due to your Orator for materials and supplies the sum of $482.24 with interest from March 27, 1941 as shown on the Mechanics Lien filed among the Lien records of the Circuit Court for Anne Arundel County; and that due notice of the agreed amount due your Complainant has been served on the said Jacob Haegi as owner of the premises aforesaid, and that actual notice of the amount due and of the materials supplied to the said Jacob Haegi as owner is known to him as well as the fact of the Complainant's intention to file a Mechanics Lien and of the filing of the same, which said Mechanics Lien is exemplified by the filing of a certified copy herewith and is marked "Complainants Exhibit B."

TO THE END, THEREFORE:

1. That a Decree may be passed by this Honorable Court for the sale of part of the property described in the said lien claim as herein set out and that the proceeds thereof may be applied to the payment of the claim of his Lienor and such other as may be entitled to the same under the order and discretion of this Court, and that the balance, in any, be paid to the said Defendant after the payment of Court costs and necessary expenses.

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

3. May it please your Honor, to grant unto your Orator the Writ of Subpoena directed to the said Jacob Haegi who resides at Earleigh Heights, Maryland commanding him to be and appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by such Decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

H. M. MEYER, TRADING AS THE
ATLANTIC MILL AND LUMBER COMPANY

Leon M. Strauss
Solicitor for Plaintiff

Filed May 27" 1941

COMPLAINANTS EXHIBIT "A" Exams. Exh.#1 J.D.S. Dec. 5/41

I, Gottlieb Haigi of the Third Election District of Anne Arundel County in the State of Maryland, considering the certainty of death and the uncertainty of the time thereof and desiring to leave my worldly affairs in as settled a condition as practicable when it shall please my Heavenly Father to call me away, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other Wills or Testamentary documents by me, at any time, heretofore made. That is to say:

First and principally I commit my soul unto the hands of Almighty God and my body to the earth to be decently buried at the discretion of my Executrix hereinafter named.

As to my worldly estate, and all of the property real, personal and mixed of which I may die seized and possessed, or to which I may be entitled at the time of my

deceased, I give, devise and bequeath to my son Jacob Haigi and my daughter Eliza Haigi, share and share alike subject only to my lawful debts, funeral and testamentary expenses; and I do hereby constitute and appoint my said daughter Eliza Haigi sole Executrix of this my last Will and Testiment.

And lastly, my express will and meaning is that the herein named Executrix shall not be required to give any bond or security of any kind for the performance of the duties of Executrix of this my Will.

In Testimony Whereof I hereunto set my hand and Seal at my residence near Earleigh Heights P.O.,3rd Election District of A. A. Co. Md. this 16th day of May in the year Nineteen hundred and fourteen.

Gottlieb Haigi (Seal)

Signed, Sealed, published and declared by the above named Gottlieb Haigi as and for his last Will and Testament in the presence of us, and each of us, who, in his presence,and at his request, and in the presence of each other, have hereunto subscribed our names as attesting witnesses this 16th day of May in the year Nineteen hundred and fourteen.

Witnesses: Melville S. Dunlap Address Elvaton R.F.D. A. A. CO.,Md.
Mrs. Katie Ferns Address Earleigh P.O. A. A. Co., Md.
Thomas Dempsey Earleigh P.O. A.A. Co.,Md.

Anne Arundel County, Ss.

On the 7th day of March, 1916, came Melville S. Dunlap and made Oath in due form of law that he does not know of any Will or Codicil of Gottlieb Haigi late of said County, deceased, other than the above instrument of writing, and that he received the same from the deceased at time of execution of same, and placed the same in the custody of Reg.of Wills and withdrew and delivered the same to the Reg of Wills for probate and that the deceased departed this life on or about the 20th day of February, 1916.

Sworn to in Open Court.

Test: Oden B. Duckett
Reg. of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 7th day of March, 1916, came Melville S. Dunlap Katie Ferns and Thomas Dempsey subscribing Witnesses to the foregoing last Will and Testament of Gottlieb Haigi late of said County deceased, and 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: 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 Gottlieb Haigi late of said County deceased, and also the evidence adduced as to its Validity, Orders and Decrees this 7th day of March, 1916, that the same be admitted in this Court as

the true and genuine last Will and Testament of the said Gottlieb Haigi, deceased.

James Cusack, C.J.

Lemon Beall, A.J.

Geo. W. Hyde, A.J.

Filed March 7th, 1916.

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 Gottlieb Haigi late of said County deceased together with proof and probate thereof taken from Wills Liber O.B.D. 1, folio 271, 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 26th day of May, in the year of our Lord, nineteen hundred and forty-one.

R. Glenn Prout

(Court Seal) Register of Wills for Anne Arundel County.

By Frank M. Bond

Filed May 27" 1941.

Filed with Testimony Dec. 8, 1941.

Complainant's Exhibit "B" Exams Exh #2 J.D.S. Dec. 5,'41

H. M. Meyer, trading as, The Atlantic Mill and Lumber Company claims a Mechanic's Lien against all that lot of ground situated in the Third Election District of Anne Arundel County, Maryland, on the southwest corner formed by the intersection of the Governor Ritchie dual Highway and the County road leading to Earleigh Heights railroad station from the aforesaid highway, and more particularly described as a two-story frame dwelling and outbuildings thereon, facing the south bound lane of the Governor Ritchie Highway, and being more particularly the balance and remainder of the land acquired by the said Jacob Haego by the late Gottlieb Haegi under his Last Will and Testament dated May 16, 1914 and recorded among the Register of Wills Records of Anne Arundel County in Liber O.B.D. No. 1, Folio 271, after the death of his sister, Elizabeth Haegi, a joint legatee thereunder, saving and excepting therefrom, all that tract of land conveyed by Jacob Haegi to James S. Rennie, by deed dated September 16, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 255, Folio 239, and saving and excepting all that tract of land or rights conveyed to the State of Maryland in connection with the construction of the Governor Ritchie Highway as recorded among the Land Records of Anne Arundel County, and the curtilage adjacent thereto and used in connection therewith for the sum of Four Hundred Eighty-Two Dollars and Twenty-four cents ($482.24) with interest from March 27, 1941 and costs, due and payable to the said Atlantic Mill and Lumber Company for building material and labor furnished in the construction of said house and outbuildings within six months last past for Jacob Haegi, owner or reputed owner and or purchaser or reputed purchaser under contract, and or builder or constructor, and broker or agent or reputed agent for the owner or reputed owner, purchaser or reputed purchaser, contractor or builder,

of said house and outbuildings and parcel of ground, the nature and details and amounts of said materials furnished are particularly set forth in the annexed itemized account filed herewith as part of this lien claim, the entire of the above amount claimed as a lien against the house and outbuildings erected therein.

And the said H.M. Meyer, Trading as Atlantic Mill and Lumber Company hereby directs the Clerk of the Circuit Court of Anne Arundel County to file and record this claim in accordance with the provisions of the Code of Public General Laws of Maryland, Article No. 63, relating to the liens of mechanics and others.

By H. M. Meyer T/A

Louis M. Strauss H. M. Meyer Trading as The

Attorney for Lienor Atlantic Mill And Lumber Company

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing is a true copy of the Mechanic's Lien left for record May 2, 1941, at 1:50 P.M. to be recorded in the Mechanic's Lien Records of Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 2nd day of May, A. D. 1941.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed with Testimony Dec 8. 1941.

CONSENT ETC.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

YOUR PETITIONER, JACOB HAEGI hereby consents to the passage of a Decree, by this HONORABLE COURT appointing TRUSTEES to sell the real estate and improvements set forth in the Amended Description filed herein and as a part hereof.

Jacob Haegi Defendant.

STATE OF MARYLAND ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of November 1941, before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared JACOB HAEGI, Defendant in the above cause and made oath in due form of law that the matters and facts set forth in the within petition are true to the best of his knowledge and belief.

AS WITNESS, my hand and Notarial Seal.

(Notarial Seal) Ernest R. Smoot, Notary Public

Filed Nov. 25, 1941

AMENDED BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining in his amended Bill of Complaint, says:

1. That the Defendant is a record title owner and owner of a tract of land situated on the Governor Ritchie Highway in the Third Election District of Anne Arundel County, and being more particular a part of the land acquired by the said Jacog Haegi from the late Gottlieb Haegi under his last will and testament dated May 16, 1914, and recorded among the Register of Will Records of Anne Arundel County in Liber O.B.D No. 1,

Folio 271, a certified copy of the will being filed with the original Bill of Complaint as "Complainant's Exhibit A" and is prayed to be taken as a part hereof.

2. That Eliza Haegi, joing legatee of the aforesaid will, died intestate, thereby vesting the title to the aforesaid property in the said Jacob Haegi absolutely.

3. That the said Complainant is in the lumber and mill work business and supplied lumber and mateial in connection with the erection of a new semi-bungalow on the portion of the land now owned by the said Jacob Haegi, and that the said land necessary to the proper use and enjoyment of the aforesaid bungalow adjacent to and surrounding the aforesaid bungalow is a tract of land beginning for the same at a pipe set at a point on the West side of the dual highway leading from Annapolis to Baltimore where the South side of a thirty foot county road leading to Earleigh Heights intersects same and running thence along said dual highway South 37 degrees 26 minutes East 251.1 feet to a stake; thence leaving said highway and running South 23 degrees 28 minutes West 119.1 feetto a stone; thence South 89 degrees 45 minutes West 270.0 feet to a stone; thence North 42 degrees 02 minutes West 243.2 feet to the South edge of the aforementioned county road leading to Earleigh Heights; thence bounding on the South edge of said county road North 59 degrees 34 minutes East 199.4 feet to a point; thence still bounding on said road North 74 degrees 49 minutes East 165.9 feet to the place of beginning. Containing 2.37 acres, more or less, and being a part of the whole tract of land originally owned by Gottlieb Haegi and described in the Land Records of Anne Arundel County in Liber S.H. No. 38, folio 326; and as surveyed by J. R. McCrone, Jr., in October 1940; and that there is due to your Orator for materials and supplies the sum of $482.24 with interest from March 27, 1941,as shown on the Mechanics Lien filed among the Lien records of the Circuit Court for Anne Arundel County; and that due notice of the agreed amount due your Complainant has been served on the said Jacob Haegi as owner of the premises aforesaid, and that actual notice of the amount due and of the materials supplied to the said Jacob Haegi as owner is known to him as well as the fact of the Complainant's intention to file a Mechanics Lien and of the filing of the same, which said Mechanics Lien is exemplified by the filing of a certified copy with the original Bill of Complaint and is marked "Complainant's Exhibit B" and is prayed to be taken as a part hereof.

TO THE END, THEREFORE, YOUR Orator prays:

1. That a Decree may be passed by this Honorable Court for the sale of the property described in the said lien claim and that the proceeds thereof may be applied to the payment of the claim of this Lienor and such others as may be entitled to the same under the order and discretion of this Court, and that the balance, if any, be paid to the Defendant after the payment of Court costs and necessary expenses.

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

3. May it please your Honor, to grant unto your Orator the Writ of Subpoena directed to the said Jacob Haegi who resides at Earleigh Heights, Maryland commanding him to be and appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by such Drcree as may be passed thereon.

AND AS IN DUTY BOUND, ETC.

H. M. Meyer, Trading as the Atlantic
Mill & Lumber Company

Louis M. Strauss
Solicitor for Plaintiff

Filed Dec. 5, 1941

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Jacob Haegi in answer to the amended Bill of Complaint exhibited against him and for answer thereto says:

1. That he admits all the allegations thereto and consents to the passage of a Decree as therein prayed.

Robert E. Kindred

Solicitor for Respondent.

Filed Dec. 5, 1941

PETITION TO AMEND BILL OF COMPLAINT AND COURT ORDER THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of H. M. Meyer, Trading as The Atlantic Mill & Lumber Company, by Louis M. Strauss, his solicitor, respectfully represents:

That heretofore on the 27th day of May 1941, your Petitioner filed the Bill of Complaint in these proceedings to enforce the Mechanic's Lien herein filed and inadvertently failed to describe a sufficient amount of land to be sold in connection with the proper use and enjoyment of the improvements situated on the land against which the Mechanics Lien was filed.

WHEREFORE, he prays leave of this Honorable Court to amend the Bill of Complaint in furtherance thereof.

AND AS IN DUTY BOUND, ETC.

Louis M. Strauss

Solicitor for Complainant

The Respondent by Robert E. Kindred, Defendant's Solicitor, assents to an Order by this Honorable Court permitting the filing of an amended Bill.

Robert E. Kindred

Solicitor for Respondent

ORDER OF COURT

ORDERED this 5th day of December, 1941, in the Circuit Court for Anne Arundel County in Equity on the aforegoing Petition and assent that leave be and is hereby granted the Complainant to file an amended Bill of Complaint herein.

Ridgely P. Melvin, A. J.

Filed December 5, 1941

ORDER OF COURT

On Petition of Amanda Teal to become a party defendant.

The Petition of Amanda Teal in the above cause having been submitted by Solicitor for the Petitioner, Solicitors for the Complainant and Respondent herein, the proceedings therein were by the Court read and considered:

It is thereupon Ordered by the Circuit Court for Anne Arundel County in Equity this 6th day of January, 1942, that leave be and is hereby granted unto the said Amada Teal to become a party defendant in this cause upon her filing of an answer to the Bill of Complaint herein exhibited on or before the 20th day of January, 1942, and that the sale of realty mentioned herein be stayed until final determination of the interest of the respective parties hereto.

And it is further Ordered that testimony be taken in support of the Bill of Complaint and answer filed under authority of this Order on or before the 27th day of January, 1942.

J.H.H. #62 Equity

Ridgely P. Melvin, A.J.

FILED Jan. 6", 1942.

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff and Defendant having completed taking testimony herein hereby submit this cause for a decree and waive the rules as to the time for filing exceptions to testimony.

Louis M. Strauss
Solicitor for Complainant
Robt E. Kindred
Solicitor for Respondent

Filed Dec. 9th, 1941

Decree for Sale

This cause standing ready for hearing and being submitted to the Court the proceedings were by the Court read and considered.

It is, thereupon, this 9th day of December, in the year 1941, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered, and decreed:

That the Defendant, Jacob Haegi, is indebted to the Plaintiff, H.M. Meyer,Trading as the Atlantic Mill & Lumber Company in the sum of Four Hundred Eighty-Two Dollars and twenty-four cents ($4824) with interest from March 27, 1941 and his costs of this suit as shown in Mechanic's Lien filed in these proceedings against the property mentioned in these proceedings.

It is hereby ordered that the property mentioned in these proceedings be sold and that Robert E. Kindred and Louis M. Strauss be and they are hereby appointed Trustees to make sale thereof, and that the course and manner of their proceedings shall be as follows:- they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court or Clerk thereof, in penalty of Four Thousand Dollars ($4,000.00) conditioned for the faithful performance of the trust reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid as they shall think proper, of the time, place, manner, and terms of sale, which terms shall be:-

Require a deposit of Three Hundred Dollars on account of the purchase money on the day of sale, and as soon as may be convenient after such sales, the said Trustees shall return to this Court a full and particular account of the proceedings relative to such sale, with an authorized affadivit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase, money and not before, the said Trustees shall by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear, and discharged from all claim of the parties hereto, Plaintiff and Defendant, and those claiming by, from, or under them, or either of them; and the said Trustees shall bring into this Court the money arising

from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to said Trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

Ridgely P. Melvin A. J.

Filed December 9th, 1941

TRUSTEES BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ROBERT E. KINDRED and LOUIS STRAUSS, as Principals, 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 Four Thousand Dollars ($4,000.00), 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 31st day of December, in the year of our Lord, Nineteen Hundred and Forty one.

WHEREAS, the above boundens ROBERT E. KINDRED and LOUIS STRAUSS by virtue of a Decree of said Court appointing the above boundens, Trustees to sell the real property of the said Defendant, they are about to sell the land and premises described in these proceedings.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above boundens ROBERT E. KINDRED and LOUIS STRAUSS do and shall well and truly and faithfully perform the trust reposed in them under the Decree 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 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

Josephine Sweeney

Robt. E. Kindred (SEAL)

Louis Strauss (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Corporate seal)

By Robt E. Kindred

Attorney - In- Fact

BOND

Filed and Approved this 2nd, day of January 1942.

John H. Hopkins, 3rd, Clerk.

Filed Jany. 2, 1942

Report of Sale

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Robert E. Kindred and Louis M. Strauss, Trustees, appointed by a decree of this Court passed in the above entitled cause, dated the 9th day of December, 1941, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performaces of their trust, and after having complied with all other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner, and terms of sale by advertisement inserted in the Evening Capital and the Maryland Gazette newspapers published in Anne

Arundel County, Maryland, for at least three successive weeks before the day of sale, they did pursuant to said notice attend at the Court House Door of Annapolis,Maryland on the 14th day of July, 1942, at 11:00 A.M., and then and there proceeded to sell said property mentioned in these proceedings at public sale to the highest bidder the said property being described as follows:

All that lot of ground and improsements thereon situated on the Governor Ritchie Highway in the Third Election District of Anne Arundel County, more particularly a part of the land acquired by the said Jacob Haegi from the late Gottlieb Haegi under his last will and testament dated May 16, 1914, and recorded among the Register of Will Records of Anne Arundel County in Liber O.B.D. No. 1, Folio 271, more particularly described as follows:

Beginning for the same at a pipe set at a point on the West side of the dual highway leading from Annapolis to Baltimore where the South side of a thirty foot county road leading to Earleigh Heights intersects same and running thence along said dual highway South 37 degrees 26 minutes East 251.1 feet to a stake; thence leaving said highway and running South 23 degrees 28 minutes West 119.1 feet to a stone;thence South 89 degrees 45 minutes West 270.0 feet to a stone; thence North 42 degrees 02 minutes West 243.2 feet to the South edge of the aforementioned County road leading to Earleigh Heights; thence bounding on the South edge of the aforementioned county road North 59 degrees 34 minutes East 199.4 feet to a point; thence still bounding on said road North 74 degrees 49 minutes East 165.9 feet to the place of beginning. Containing 2.37 acres, more or less, and being a part of the whole tract of land originally owned by Gottlieb Haegi and described in the Land Records of Anne Arundel County in Liber S. H. No. 38, folio 326; and as surveyed by J. R. McCrone, Jr., in October 1940.

And your said Trustees sold the above described property to Rose Louise Bachman for the sum of Thirty-Eight Hundred Fifty Dollars ($3,850.00) she being the highest bidder therefor.

Respectfully submitted,
Robert E. Kindred, Trustee
Louis M. Strauss, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of July, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert E. Kindred and Louis M. Strauss, and they made oath in due form of law that the foregoing Report of Sale is true to the best of their knowledge and belief, and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Josephine Sweeney (Mason)
Notary Public

(Notarial Seal)

Filed July 14, 1942

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 14, 1942

We hereby certify, that the annexed TRUSTEE'S SALE was published in EVENING CAPITAL, a newspaper published in the City of Annapolis, Anne Arundel County,Maryland,

once a week for three weeks before the 14th day of July, 1942. The first insertion being made the 19th day of June, 1942.

THE CAPITAL-GAZETTE PRESS, INC.

By D. J. Howard

Filed July 14, 1942.

ORDER NISI

Ordered, this 14th day of July,1942, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred and Louis M. Strauss, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of August next.

The report states that the amount of sales to be $3850.00

John H. Hopkins, 3rd, CLERK.

Filed July 14, 1942

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 5, 1942.

We hereby certify, that the annexed Order Nisi equity no. 8194 Mill & Lumber Company versus Jacob Halgi was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the fifteenth day of August, 1942. The first insertion being made the fifteenth day of July,1942.

THE CAPITAL-GAZETTE PRESS, ETC.

No. E.C. 3267 By Anne Bennett

Filed August 17, 1942.

FINAL ORDER

ORDERED BY THE COURT, This 19th day of August, 1942 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, Judge.

Filed August 19, 1942

PETITION to substituted corrected description, AFFIDAVITS, and ORDER OF COURT THEREON, and FINAL RATIFICATION.

To the Honorable, the Judges of said Court:

The Petition of Robert E. Kindred and Louis M. Strauss, Trustees, respectfully shows:

FIRST: That by a Decree of this Honorable Court dated the 9th day of December, 1941, they were appointed Trustees, to sell the property therein mentioned, containing 2.37 acres of land, more or less, bounded by certain courses and distances, running between monuments as set forth in said description as contained in the Amended Bill of Complaint filed in these pro - ceedings on the 5th day of December, 1941.

SECOND: Your Petitioners entered into their duties as Trustees and on the 14th day of July, 1942, at public auction, sold the property therein mentioned to Rose Louise Bachman, which said sale has been duly reported to and ratified by this Honorable Court.

THIRD: That the said description as contained in the Amended Bill of Complaint and in

the Report of Sale as final in these proceedings was furnished by J. R. McCrone,Jr., Registered Professional Engineer and Land Surveyor, of Annapolis, Maryland.

FOURTH: That it now appears that there was an error of approximately 10 degrees in every course as contained in the Amended Bill of Complaint and in the Report of Sale as mentioned hereinabove, and that in the second line of the description, the distance should have been 134 feet instead of 119.1 feet.

FIFTH: That due to these errors, the description as contained in the amended Bill of Complaint and in the Report of Sale filed in these proceedings does not close and therefore the title passed to the purchaser would be defective, and said purchaser is entitled to a good and marketable title.

SIXTH: That the said J. R. McCrone, Jr., has furnished your Petitioners with a corrected description of the aforesaid 2.37 acre tract, the same being the identical property mentioned in the Amended Bill of Complaint, the Decree for Sale, and the Report of Sale as heretofore filed, said corrected description being as follows:

BEGINNING for the same at a pipe set at a point on the West side of the dual highway leading from Annapolis to Baltimore where the South side of a thirty foot county road leading to Earleigh Heights intersects same, and running thence along said dual highway, South 27 degrees 26 minutes East 251.1 feet to a stake; thence leaving said highway and running South 33 degrees 28 minutes West 134 feet to a stone; thence North 80 degrees 15 minutes West 270.0 feet to a stone; thence North 32 degrees 02 minutes West 243.2 feet to the South edge of the aforementioned county road leading to Earleigh Heights; thence bounding on the South edge of said county road, North 69 degrees 34 minutes East 199.4 feet to a point; thence still bounding on said road, North 84 degrees 49 minutes East 165.9 feet to the place of beginning. Containing 2.37 acres, more or less, and being a part of the whole tract of land originally owned by Gottlieb Haegi and described in the Land Records of Anne Arundel County in Liber S.H. 38, folio 326; and as surveyed by J. R. McCrone, Jr., in October 1940. The above is a corrected description by J. R. McCrone, Jr., written in November 1942, at which time a 10 degree error was discovered in the original description. This will supersede the original.

Therefore, your Petitioners pray this Honorable Court to pass an Order decreeing that the description hereinabove set forth in this Petition be substituted in lieu of the description mentioned in the Amended Bill of Complaint heretofore filed and in the Report of Sale heretofore filed in these proceedings, and that the said sale to Rose Louise Bachman be finally ratified and confirmed with respect to the corrected description.

And as in duty bound, etc.,

Robert E. Kindred, TRUSTEE

Louis M. Strauss - TRUSTEE

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 24th day of November, in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROBERT E. KINDRED,Trustee and made oath in due form of law that the matters and things set forth in the foregoing Petition are true and correct to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Beatrice A. Velenosky

NOTARY PUBLIC

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

I HEREBY CERTIFY, That on this 24th day of November in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LOUIS M. STRAUSS, Trustee, and made oath in due form of law that the matters and things as set forth in the foregoing Petition are true and correct to the best of his knowledge and belief.

As witness my hand and Notarial seal.

Beatrice A. Velenovsky

(NOTARIAL SEAL)

NOTARY PUBLIC

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

I HEREBY CERTIFY, That on this 13th day of November in the year nineteen hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. R. McCRONE, Jr., Registered Professional Engineer and Land Surveyor, and made oath in due form of law that he surveyed the property mentioned in these proceedings in October, 1940, and he furnished the description as contained in the Amended Bill of Complaint heretofore filed in these proceedings and as contained in the Report of Sale heretofore filed in these proceedings, and that in November, 1942, he discovered that there had been an error made in the courses of said description and also in the distance of the second line of said description, as is more particularly set forth in the foregoing Petition; and that he has corrected the said description and has furnished the same to the said Trustees; and that said description as contained in the aforegoing Petition is the correct description of the said 2.37 acre tract of land; and that the said 2.37 acre tract is the identical property mentioned in the amended Bill of Complaint filed heretofore in this case.

AS witness my hand and Notarial Seal.

(Notarial Seal) Beatrice A. Velenovasky -NOTARY PUBLIC

J. R. McCrone, Jr.,

REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR.

Filed Nov. 25, 1942

O R D E R

Upon the foregoing Petition and Affidavits, it is this 25th day of November, 1942, ORDERED, ADJUDGED, AND DECREED by the Circuit Court for Anne Arundel County, sitting in Equity, that the description mentioned in the foregoing Petition be and the same is hereby substituted in the place and stead of the erroneous description as contained in the Amended Bill of Complaint filed in these proceedings nunc pro tunc as of the 15th day of December, 1941; and IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the description hereinabove mentioned in the foregoing Petition be and the same is hereby substituted for the erroneous description as contained in the Report of Sale filed in these proceedings nunc pro tunc as of the 14th day of July, 1942; AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the sale of the property as set out in the corrected description in the foregoing Petition be and the same is hereby ratified and confirmed to Rose Louise Bachman, the purchaser at the sale mentioned in the Report of Sale as hereinabove set forth; and that Robert E. Kindred and Louis M. Strauss, Trustees, are hereby Ordered and Directed to convey the property herein mentioned to the purchaser by the hereinabove mentioned

corrected description.

Ridgely P. Melvin , J U D G E

Filed Nov. 25, 1942
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 In accordance with the Decree of Court filed in this case on April 14, 1942, the Auditor has charged against the fund only the costs taxed by the Clerk against Jacob Haegi, the costs of the intervening defendant, Amanda Teal, being payable by her under said Decree.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. H. M. Meyer, trading as The Atlantic Mill & Lumber Company, in ac. vs.
Jacob Haegi

To Trustees for Commissions		147.94
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's (Haegi's)" " "	5.00	
CLerk of Court - Court costs (Haegi's)	20.00	
R. C. Turner, Sheriff - costs "	4.50	
Auditor	13.50	53.00
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	31.75	
Capital-Gazette Press - Order Nisi (sale)	5.00	
Capital-Gazette Press " " (this acct.)	5.00	
George W. Scible - auctioneer	15.00	
U.S. Fidelity & Guarantee Co.-bond premium	16.00	
Edward Hall - surveyor's charge	6.00	
Louis M. Strauss - fee (Order 12/4/42)	75.00	
John S. Strahorn - examiner	8.00	
Juliet D. Strahorn - Stenographer (Plaintiff)	5.00	
Juliet D.Strahorn -stenographer (Haegi)	20.00	
Register of Wills - certified copy Will	2.50	
Clerk of Court - certified copy Mec. Lien	2.50	
Josephine S. Mason - notary fees	1.75	
Beatrice A. Velenovsky -- notary fees	1.50	
R. E. Kindred,Agent- fire ins. premium	13.75	
R. E. Kindred, Agent - renewal premium	13.75	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	1.90	226.60
To Trustees for Taxes, viz.		
1941 State & County taxes	1.23	
1942 State & County taxes (adj.12/2/42)	19.95	21.18

J.H?H. #62 Equity

To Atlantic Mill & Lumber Co. lienor -		
in full for mechanic's lien filed		
Principal	482.24	
Interest - 3/27/41 to 12/2/42	48 63	
Recording fee	6 00	536.87
To Jacob Haegi - this balance,subject		
to further order of Court		2,945.84
		3,931 43

with Robert A. Kindred and Louis-M. Strauss, Trustees			Cr.
1942			
July 14 Proceeds of Sale	3,850 00		
Interest on deferred payment from			
7/14/42 to 12/2/42	81.43	3,931 43	
		3,931 43	

Filed November 25, 1942

H. M. Meyer, trading as The Atlantic Mill and Lumber Company, Plaintiff, : No. 8194 Equity
Circuit Court
vs
Jacob Haege, Defendant. : Anne Arundel County.

PETITION OF AMANDA TEAL.

To the Honorable, The Judges of said Court:

The petition of Amanda Teal, by Marvin I. Anderson and Emanuel Klawans, her attorneys respectfully shows:-

1. That Jacob Haege made a contract with Amanda Teal whereby he was to convey the realty mentioned in these proceedings,and other property, to her in consideration that she support him for his life time, in her home.

2. That when the bill of complaint was filed in this case to foreclose a mechanics' lien against said realty, Jacob Haegi and Amanda Teal engaged the services of Marvin I. Anderson and Emanuel Klawans, attorneys at law, to represent them in said litigation and to assert on their behalf certain defects and shortages of the materials for which said lien was claimed.

3. That thereafter Jacob Haegi and Amanda Teal had a disagreement and Jacob Haegi sought to rescind his said contract with her and he engaged the services of Robert Kindred, attorney at law, to represent him in prospective litigation between Amanda Teal and himself. That Marvin I. Anderson and Emanuel Klawans refused to represent either party in the prospective litigation between Jacob Haegi and Amanda Teal, and she engaged the services of Benjamin Michaelson,attorney at law, to represent her in said prospective litigation,

That notwithstanding the said situation between Jacob Haege and Amanda Teal, the said Jacob Haege declared to the said Emanuel Klawans that he desired Marvin I. Anderson and Emanuel Klawans to continue to represent him in this mechanics' lien case and to defend the same and to assert the breaches of contract on the part of the plaintiff; and Amanda Teal also so declared. That thereafter an answer to the bill of complaint in this case was filed in the name of Jacob Haege, and no petition for leave to intervene was filed by

Amanda Teal as it was understood and agreed between her and Jacob Haegi that, notwithstanding the other litigation between them, they would both actively defend the present mechanics' lien case under the answer filed in his name.

4. That the interest and claim of Amanda Teal in and to said realty and these foreclosuee proceedings were fully known to Louis Strauss, attorney for the plaintiff, and also to Robert Kindred; and both of them fully knew and understood that she intended to actively engage in and defendathe same.

5. That thereafter Robert Kindred on behalf of Jacob Haegi entered his appearance in these foreclosure proceedings, and notified Marvin I. Anderson and Emanuel Klawans that theur authority to represent Jacob Haegi in this case was terminated. That the latter replied stating that they could not recognize this termination of their authority in this case until they should see the terms of the agreement delivered to Haegi or Mrs.Teal by them when retained, and, if permitted to withdraw by the terms of said agreement, then to afford Mrs. Teal time to obtain representation and assert and protect her rights in the case.

6. That although Marvin I. Anderson and Emanuel Klawans had not stricken out their appearance in this case as attorneys for the defendant and still appear as attorneys of record, The Plaintiff proceeded to take his testimony without notice to them, under an understanding and agreement with Robert Kindred that he would make no defense and would consent to a decree for sale for the express purpose of preventing Amanda Teal from making any defense to the mechanics' lien case and of defeating her interest in the said realty by a sale under foreclosure of the mechanics' lien,without any notice to her or knowledge on her part or opportunity given her to protect her interests in said realty. That in pursuance of this agreement between the plaintiff and Robert Kindred, the plaintiff took testimony on December 8, 1941 without notice to Marvin I. Anderson or Emanuel Klawans, attorneys of record for the defendent and without notice to or knowledge of Amanda Teal, and on December 9,1941 a consent was filed by Robert Kindred to a decree for sale, and on that day a decree was passed for the sale of said realty.

To The End Therefore:

(1) That the decree for a sale of the realty passed December 9, 1941 be rescinded.

(2) That the testimony taken December 8, 1941 be stricken from the record.

(3) That Amanda Teal be made a party defendant to this case and permitted to file answer to the bill of complaint and to defend against the same.

(4) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.

Amanda Teal

Marvin I. Anderson — Amanda Teal, petitioner

Emanuel Klawans, Solicitors.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity,this 24th day of December,1941, that leave is hereby granted to Amanda Teal to appear in this case as a party defendant and to file answer to the bill of complaint on or

before the 3rd day of January, 1942. Unless cause to the contrary be shown on or before the 2nd day of January, 1942, Provided that a copy of this petition and order be served upon Louis Strauss and Robert E. Kindred on or before the 27th day of December, 1942.

And it is further ordered that sale of the realty be stayed pending final determination of this petition and order.

Ridgely P. Melvin, A. J.

Filed Dec. 24, 1941

Order Dec. 24, 1941.

. . . . . .

Copy of the within Petition & Order of Court served on Robert E.Kindred,Solicitor this 26th day of Dec. 1941.

Russell C. Turner, Sheriff.

Service of copy this 24th day of December,1941 Admitted by Louis M. Strauss, Trustee.

. . . . . .

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

ANSWER OF DEFENDANT,

The Answer of Jacob Haegi to the Petition of Amanda Teal and to the Order dated the 24th day of December, 1941, granting leave to Amanda Teal to appear in this case as a party Defendant and file an Answer, unless cause to the contrary be shown on or before the second day of January, 1942, Respectfully Shows:

1. That the Contract mentioned in Paragraph one of this petition is not the contract of the Defendant, Jacob Haegi, although he signed same relying upon the Faith and Integrity of Amanda Teal of which he discovered later he was tricked into the signing of said contract by false promises, fraud and deceit by the said Amanda Teal.

That your Defendant alleges that after he had pratically completed his new home on the Ritchie Highway, near Earleigh Heights, The Petitioner who was a total stranger to him called at his apartment where he resided near his new home (while under completion) and upon the discovery of the said petitioner that your Defendant was alone in the world and without any potential heirs at law, designed to unduly influence the mind of your defendant in promising him that she would provide a home for him for the rest of his life upon the conditions that he convey all his worldly goods including his real property to the said Petitioner and upon the express condition that he at the time of the completion of the new home aforesaid and upon the discovery of the fact that she would not fulfill the terms of the said contract, then your Petitioner would have the right to cancel the said contract.

That the visits of the Petitioner to your Defendant continued very frequently up until the contract was signed, upon each visit to his apartment shw would fondle and caress him and take him for many rides in her automobile and on each occasion by her conversation she poured into his ears the seeds which he discovered later were fraud and deceit and which eventually would destroy him and his property.

During his many automobile rides she made it a practice to take your Defendant to the homes of her friends so that they might be called as witnesses to fortify her defense which was inevitable unless something unforseen would happen.

That your Defendant [illegible] was seventy seven years old last May and due to his age, infirmaty and imbecility of mind was in a very receptive mood at all times to receive the false and untrue advice and council of the said Petitioner and upon her falsehood and

promises she inticed your Defendant to enter into a contract prepared by the said Petitioner and her Attorney of which he did not understand.

That not being content to carry out the terms and conditions of the alleged contract the said Amanda Teal planned and designed the disintegration of your Defendant's worldly goods by unduly influencing the said Defendant to turn over to her all of his monies which were deposited in the County Trust Company, Glen Burnie Branch in the aggregate of approximately Five Hundred Dollars and upon the advice and council that she was to take the above money and redeposit it in The Savings Bank of Baltimore. Your Defendant later discovered that she did not redeposit the money aforesaid but she converted the same to her own use. This fact was discovered before the said Amanda Teal and her husband took possession of the new home on The Ritchie Highway.

That he not only discovered that she had stripped him from all of his immediate cash but she failed to carry out the terms and provisions of her agreement while he resided at her home at Green Haven.

That upon the discovery of the gross fraud and deceit practiced against him, he sought legal advice and employed Mr. Robert E. Kindred, Attorney at Law of Glen Burnie, Maryland, to represent him not only in the restoration of his property, but also in the cause of which is now filed against him in The Mechanics' Lien case No. 8194 Equity of which this answer is a part of said cause.

And that the above fraud and deceit practiced against your Defendant was deliberately designed by the said Amanda Teal to strip him of his worldly goods and property and deprive him of all the rights he has enjoyed during his entire life time.

2. The Defendant neither admits nor denies the allegations contained in Paragraph Two of said Petition and demands strict proof thereof.

3. Your Defendant admits that he engaged the services of Robert E. Kindred, Attorney at Law to represent him in all matters pertaining to all litigation between Amanda Teal and himself and The Atlantic Mill and Lumber Company and himself, as to other allegations contained in Paragraph Three he denies the same and demands strict proof thereof.

4. That your Defendant is unaware what facts may have been presented to Louis Strauss and Robert E. Kindred in this matter.

5. That your Defendant denies that his Attorney, Robert E. Kindred notified Marvin I. Anderson and Emanuel Klawans that their authority to represent him in this case was terminated but alleges that on the 24th day of November, 1941, he addressed a letter to each one of the above Attornies asking them to strike out their appearance in this case.

That further answering said paragraph your Defendant avers that he had paid the above Attornies to file the Answers in this cause and obtained a receipt therefor.

6. Your Defendant has not been informed of any understanding or an Agreement with the Plaintiff and Robert E. Kindred that he would make no defense in this cause by - when the Testimony was taken before an Examiner Mr. Yockel, Attorney representing Mrs. Teal, Your Defendant had carefully checked into the matter of materials furnished to the premises and requested that the bill be paid. Your Defendant further avers that he had employed Robert E. Kindred Attorney to negotiate settlement with the Atlantic Mill and Lumber Company, and that satisfactory arrangements were made to dispose of same but

the said Amanda Teal proceeded to employ Marvin I. Anderson and Emanuel Klawans without the knowledge and consent of his Attorney Robert E. Kindred. Your Defendant further avers that if she had entered her appearance as a party Defendant before Testimony was taken before the Court had signed a Decree appointing Trustees to make the sale of the property in question and before the said Trustees had filed an approved Bond in this Honorable Court then her apparent right would be uncontested, but he further avers that the said Amanda Teal is now estopped by her own action and should not be permitted to become a party to this litigation.

And your Defendant prays that this Petition be dismissed with costs to him.

And as in duty bound, etc.

Jacob Haegi,
Jacob Haegi, Petitioner

R. E. Kindred, Solicitor.

Filed January 2", 1942.

AGREEMENT.

THIS AGREEMENT, made this sixth day of December, 1940, by and between Jacob Haegi, of Anne Arundel County in the State of Maryland, of the first part, and Amanda M. Teal, of the second part, of the same County and State.

WITNESSETH: That for and in consideration of the sum of One Dollar paid to the party of the second part by the party of the first part, receipt of which is hereby acknowledged, and for other good and valuable considerations as hereinafter set forth, the said Amanda M. Teal, party of the second part, agrees to be held and firmly bound unto the said Jacob Haegi, party of the first part.

1. To maintain for him a domicile wherein he may reside during the term of his natural life, suitably furnished according to the station in life of the said Amanda M. Teal.

2. To provide for him in the said domicile food and bodily nurnishment similar in quality and quantity to that prepared and served for the consumption of herself and husband.

3. To furnish him with clothing suitable to his condition in life.

4. To secure for him ordinary medical care, and in general to provide for him the ordinary necessities of existence during the term of his natural life, and, upon his death, to provide for him a suitable and decent burial.

AND for and in consideration of the sum of One Dollar paid to the party of the first part by the party of the second part, receipt of which is hereby acknowledged, and for other good and valuable considerations, as hereinabove set forth, the said Jacob Haegi, party of the first part, agrees and contracts with the said Amanda M. Teal, party of the second part, to deed, convey and assign unto her all his property, real, personal and mixed, and wheresoever situate, said conveyances to be executed by him upon a day determined by the further provisions of this agreement.

AND it is further mutually agreed by the parties hereto that upon completion of the building now in process of erection upon land owned by said party of the first part, abutting upon the Ritchie Highway in said County and State, the parties hereto shall take up their residence therein, and said party of the second part shall that day enter upon the performance of her obligations to the party of the first part as hereinabove set forth, and shall continue to perform them for a period of three months. Upon the expiration of the said three months period, provided only that the said party of the second part shall have reasonably performed her obligations as aforesaid, the party of the first part shall on that day execute the conveyances to the party of the second part in fulfillment of his agreement as hereinabove set

forth, whereupon said party of the second part shall forthwith continue performance of her obligations as set forth herein.

AND it is further mutually agreed by the parties hereto that until execution of the conveyances as provided above, said party of the first part shall not in any manner dispose of nor encumber any property he may now possess without the written consent of the party of the second part, and that after the execution of the said conveyances, the party of the second part shall not dispose of the property so conveyed during the lifetime of the party of the first part without his written consent. The said Jacob Haegi reserves the right to sell absolutely his nine acre tract in Anne Arundel County. The said Jacob Haegi can cancel this agreement if the said Amanda M. Teal fails to carry out her duties as outlined in this agreement.

WITNESS the hands and seals of the parties hereto.

TEST:

Victor H. Laws, Jr.,
Victor H. Laws, Jr.

Jacob Haegi (SEAL)
Jacob Haegi
Jacob Haegi

Amanda M. Teal (SEAL)
Amanda M. Teal.

Filed 24 July, 1941

Replication of Amanda Teal.

The replication of Amanda Teal to the answer of Jacob Haegi filed by Robert E. Kindred, Attorney, to her petition for leave to appear in this case, respectfully represents:

1. That the Contract referred to in paragraph one of the answer of Jacob Haegi is the contract of the said Jacob Haegi, and that the said Jacob Haegi testified in this Court, in in a certain **centiorari** proceedings entitled "Amanda Teal vs Jacob Haegi" No. 1 Petitions, July Term, 1941, and admitted under oath that the Contract was his Contract, that he read the Contract before he signed it, and that he had some additions made to the Contract before he signed it, and that he understood the Contract at the time he signed it.

Answering further this respondent emphatically denies that she tricked the said Jacob Haegi into signing said contract, and further denies that she made him any false promises or practiced any fraud and deceit upon him.

Answering further, this respondent emphatically denies that she unduly influenced the mind of the said Jacob Haegi, nor did she coerce him into making any contract or persuade him to part with his worldly goods; further that her actions and relationship towards the said Jacob Haegi have always been sincere, friendly and considerate, and that she did not entice, coerce, prey upon or deceive the said Jacob Haegi in any way, and that said allegations are absolutely false, and without any foundation in fact.

Answering further this respondent denies emphatically that she converted to her own use the money turned over to her by the said Jacob Haegi, but avers that it was spent to pay for labor and materials for improvements to the new dwelling on the Ritchie Highway.

Answering further this respondent avers that she has at all times carried out her part of the Contract made with the said Jacob Haegi, whenever he has given her the opportunity to do so, and that she is still ready, willing and able to perform her part of said agreement, and has repeatedly offered to do so, but the said Jacob Haegi has refused to cooperate with this respondent and perform his part of the agreement chiefly on the advice of his counsel, and because of the influence of outsiders who have no interest in the Contract; that if the said Jacob Haegi were not so advised and influenced, he would now be living in the new home

on the Ritchie Highway as agreed upon.

Answering further, this respondent avers that since the said Jacob Haegi has filed his answer, he has visited the home on the Ritchie Highway several times, and has eaten cake and has drunk refreshments, and has recently ridden to Baltimore in this respondent's automobile, and also this respondent sewed buttons on his clothes several days ago; that the said Jacob Haegi recently stated to this respondent that if she would get rid of her dogs and move away an old automobile now on the premises, he would come to live with her as he had agreed to do.

2. Answering the second, third and fourth paragraph of the said answer of Jacob Haegi, this respondent avers that, in view of the aforesaid agreement with the said Jacob Haegi, she is a necessary party to this suit, and is entitled to have her rights under said agreement pretected by this Court.

3. That the said Jacob Haegi has been influenced by the said Robert E. Kindred, attorney, to cooperate with the said Louis Strauss, attorney for the Atlantic Mill and Lumber Company, to the extent of acquiescing in the sale of the property in which this respondent has a substantial interest for the express purpose of destroying or wiping out her rights under the aforesaid agreement.

4. That, under all these circumstances, this respondent is entitled to become a party defendant in this cause in order that she may have full opportunity to protect her property rights in this case, especially so in view of the fact that she is ready, willing and able to pay the correct amount of the claim of the said H. M. Meyer, trading as The Atlantic Mill and Lumber Company, as may be determined by this Court.

Having fully replied to the answer of the said Jacob Haegi, this respondent prays to be hence dismissed without costs.

And as in duty bound, etc.,

Benja min Michaelson,
Solicitor for Respondent.

Amanda Teal, Respondent.

Filed Feby, 3rd, 1942.

OPINION AND ORDER OF COURT

These proceedings began with the filing of a bill of complaint on May 27, 1941, by H.M. Meyer, trading as Atlantic Mill and Lumber Company, vs. Jacob Haegi for the enforcement of a mechanic's lien for lumber and material furnished in the erection of a new semi-bungalow on the Gover nor/Ritchie Highway near Earleign Heights, in Anne Arundel County. The defendant answered the bill of complaint on June 16, 1941, through Marvin I. Anderson and Emanuel Klawans, Solicitors, admitting that he did contract to purchase certain materials from the plaintiff but disputing that all the materials were furnished, and alleging that some of them were not up to specifications. On November 25, 1941, a paper, signed and sworn to by the defendant, Jacob Haegi, was filed in this cause through another solicitor, Robert E. Kindred (and without the appearance of his former solocitors being stricken out), consenting to the passage of a decree appointing trustees to sell the property, later described in an amended bill of complaint filed December 5, 1941, by the plaintiff.

On December 9, 1941, the case was submitted to this Court by agreement signed by Louis M. Strauss, Solicitor for the complainant, and Robert E. Kindred, Solicitor for Respondent, and, based on that consent, the Court passed a decree the same day appointing Messrs. Kindred and Strauss trustees to make sale of said property. Later on, to wit, on December 24, 1941, Amanda Teal appeared in the case through a petition signed by her and by Marvin I. Anderson and Emanuel Klawans, as her solicitors. In this petition the Court was asked to rescind its

order of December 9, 1941, for a sale of the real estate involved herein, and also that the said Amanda Teal be made a party defendant in the case. The Court thereupon passed its order herein dated December 24,1941,granting leave to Amanda Teal to appear in the case as a party defendant and to file her answer to the bill of complaint,"unless cause to the contrary be shown", etc.

On January 2, 1942, the defendant, Jacob Haegi, by way of showing cause filed what is designated as his "answer",through Robert E. Kindred, his Solicitor, in which he alleges "fraud and deceit" on the part of the said Amanda Teal in procuring from him a contract which she and he signed under date of December 6, 1940,and which is filed in these proceedings, designated as "Haegi's Exhibit A with Testimony March 9,1942". This contract is the basis of whatever right or title, if any,which Mrs. Teal may have in the property involved herein. Thereupon, Mrs. Tea;, as intervening defendant by leave of Court,filed what is termed her "replication" to the aforesaid answer of Jacob Haegi, in which replication she emphatically denies the allegations of fraud or deceit. Upon the issue thus created all the said parties to these proceedings,through their respective counsel,filed an agreement herein on February 9,1942,submitting this phase of the case to the Court for determination on the said answer and the said replication and testimony adduced in connection therewith. The basic point at issue,as presented by this agreement, is whether or not the aforesaid contract of December 6, 1940, should be upheld,or whether it should be annulled.

The facts of this case present the following picture for the consideration of a Court of Equity:

On September 17, 1940,Jacob Haegi, the respondent,opened a saving account with the Bank at Glen Burnie with a deposit of $3,046.80. At that time he was a lonesome,shriveled old man, over seventy-five years old, weighing less than a hundred pounds, who had retired from farming, had sold his homestead, retaining a few acres on the new Governor Ritchie highway, and was about to build a new bungalow, either as a rental proposition and live elsewhere, or to live therein as a boarder of an unknown prospective tenant. He didn't know just what he wanted, and this characteristic of vacillation and bewilderment revealed itself to the Court more and more as the case developed. At that time he had never met the intervening defendant, Mrs. Teal. On January 14, 1941,this entire bank account had been closed out, the last withdrawal having been made the day before in the amount of $445.00, and delivered to Mrs. Teal who kept it over night and the next day deposited it in her own name in a bank in Baltimore City, leaving Mr. Haegi without any bank account and without any funds.

Also, this old man by that time had signed a contract drawn by Mrs. Teal's lawyer, agreeing to part with the title to his new bungalow property in favor of Mrs. Teal, in whose home at Greenhaven he had been taken as an inmate. Prior to this time Mrs. Teal had moved some of her furniture into the new Haegi bungalow,and on April 26, 1941,undertook (she and her husband) to transfer their residence completely from Greenhaven to this new bungalow. They took Mr. Haegi along with them that morning over his vehement protest and in the face of his refusal to enter into the house to take up his residence with them. A few days before that he had consulted a lawyer who had written a letter calling for the nullification of the Haegi-Teal paper signed on December 6, 1940. Although Mrs. Teal denies ever having received this letter, Mr. Haegi did persist in his refusal to enter the new home with the Teals and had, in fact, repudiated the agreement,claining misrepresentation and fraud practiced upon him in obtaining it.

The factual situation further shows that on a former occasion, and in another case involving somewhat similar psychology of personnel, Mrs. Teal obtained title to her Greenhaven property, consisting of two dwelling houses and lots of ground, from one Charles Seibel,aged seventy years, who died within a month there-after, According to Mrs. Teal's testimony (r. page 25) this old man's wife had died, and he besought Mrs. Teal to take care of him. In consideration of this, she testified, he said: "I will give you everything I have instead of the Home", and, "call the lawyer and have the papers made up. I won't be much trouble to you and you do know me very well. For God's sake let me go back to Greenhaven and die. I won't be here very long." Mrs. Teal further testified that this old man was in a most deplorable cancerous condition, because of which she felt she could not refuse his plea. As she put it: "I knew that was a job (taking care of him) but I could not refuse the man, and we called the lawyer and made up the papers and I brought him back to Greenhaven."

"8. What papers were they?

A. The agreement papers, something like with Haegi,- and the old gentleman was bad off with his hands in that condition."

Under the agreement which was thereupon drawn up, Mrs. Teal acquired all of Mr.Seibel's property, consisting of the two pieces at Greenhaven and another parcel of land on the Mountain Road. As Stated, the consideration for the acquisition of this property, which went direct to Mrs. Teal and, after subsequent bankruptcy proceedings, came back to her through collateral channels of title, was her agreement to take case of this old man.

This statement of fact is recorded here as having relevancy to the state of mind evidenced by the intervening defendant in acquiring possession of property in ways that are other than usual or customary.

As the situation stands at present she (together with her husband, who is not a party to the proceedings at all, although a potential beneficiary of his wife's transaction) are in full possession and occupancy of the new Haegi bungalow under a claim of right and title to it. The old man himself (Haegi) gives every indication of being unalterably opposed to living with the Teals at all, and is now an unhappy, disillusioned old man, bereft of his money and of his new home.

The Court in commenting on this state of facts is not passing on the motives or sentiments of Mrs. Teal or implying that they are not good or generous, as she claims them to be, The Court is only dealing with the indisputable facts as they appear from the record. The Court is also bound to take notice of the personalities of the two principal characters in this picture,as revealed from the witness stand.

One, Mr. Haegi, is a confused, vacillating, bewildered man,now about seventy-seven years old, whose hapless condition is much accentuated by his pronounced deafness. Of foreign extraction and unmarried, he has lived the life of a hard-working farmer in the home he shared with his sister who died some years ago. After he had sold hie farm he appeared not to know just what he did really want to do or where he wanted to go. He was definitely very vulnerable to any dominant character who might happen to come into his life at that stage.

The other central figure in the picture, Mrs. Teal,is just of the type mentioned. She showed herself to be a vigorous, positive and capable woman,accumtomed to maintaining a position of domination in any sphere of activities in which she entered. Moreover, from the time that she first met Mr. Haegi in the fall of 1940, until the break between them in April

1941, she had entered completely into his confidence and he into hers. He was almost literally "under her wing" during that period and she acted in the nature of a committee of his person and of his property.

This state of facts clearly brings these parties under the classification of "Confidential relations", which is well recognized in equity. That is to say, Mrs. Teal, having acquired possession of Mr. Haegi's property under the contract hereinbefore mentioned and under the circumstances then prevailing, has upon her the burden of showing the fairness and reasonableness of this transaction. Where a confidential relationship has been created, as in the present case, it is not necessary for Mr. Haegi to allege or prove actual fraud or the actual exercise of undue influence on the part of Mrs. Teal in order to set the contract aside.

Upman vs Thomey, 145 Md., 361
Highberger vs Stiffler, 21 Md., 350
Todd vs Grove, 33, Md., 188.

In such a situation it is the duty of the Court to scrutinize all the circumstances and relationships with special care, and to strike down the transaction if,in the Chancellor's opinion, the cause of equity would thereby be served.

The basic principle of law applicable to a situation such as that presented here is stated with such force anc clearness in Zimmerman vs. Bitner, 79 Md.,125,that this authority is quoted as apolicable to the case now before this Court. There the Court said:

"A good deal has been said as to what constitutes a cinfidential relation within the operation of the principle,"but courts have always been careful not to fetter the operation of the principle by undertaking to define its precise limits. The case of parent and child, guardian and ward, trustees and cestui que trust, principal and agent, are familiar instances in which the principle applies in its strictest sense. But its operation is not confined to the dealings and transactions between parties standing in these relations, but extends to all relations in which confidence is reposed, and in which dominion and influence resulting from such confidence may be exercised by one person over another. No part of the jurisdiction of the Court is more useful, it has been said,than that which it exercises in watching and controlling transactions between parties standing in a relation of confidence to each other. And being founded on the principle of correcting abuses of confidence, it ought to be applied to every case in which a confidential relation exists as a fact - where confidential relation exists as a fact-where confidence is reposed on the one side,and the resulting superiority and influence on the other.

Billage vs Southee, 9 Hare 534
Tate vs Williamson, L.R. 1 Eq. 528
L. R. 2 Ch. App. 55
Upman vs Thomey, 145 Md., 358.

Lambdin,etc.,169 Md.,p.250; Gaver vs Gaver, 176 Md.,p. 185.

The language above quoted directly applies to the facts and circumstances of the pending case and must control the decision herein made.

This Court cannot escape the definite feeling, that the utmost that Mr. Haegi intended when he started the erection of this bungalow was to either rent it in its entirety and himself live elsewhere,or to rent it to somebody and live with the tenant as a boarder. This is precisely what counsel for Mrs. Teal in his very thorough and able brief himself

mentions (page 4 of brief). As expressed therein; "Mr.Haegi in October,1940,began to build a new house for himself with a view to renting it to people who would furnish him with room and board it in". Then again, on page fourteen of the brief, this same expression is used. It is to be especially noted now that, even according to Mrs. Teal's viewpoint, the most that Mr.Haegi had in mind was to rent out this property. No where in the record is there any indication whatever that he ever intended to completely part with the title and place himself in the position of a mere boarder in property owned by somebody else.

The Court does not feel that the principles of Equity support the contention that this contract of December 6, 1940, should be allowed to stand. Equity would be done,the Court feels, in setting this contract aside and restoring the status quo ante between these parties, subject to such accounting as a supplementary proceeding herein may show to be equitable,as indicated in paragraph D of the agreement of submission filed in this case. It will, therefore be so ordered.

Ridgeley P. Melvin,

Judge

April 14, 1942.

DECREE

For the reason stated in the aforegoing Opinion, it is hereby ADJUDGED, ORDERED and DECREED, by the Circuit Court for Anne Arundel County, in Equity, this 14th day of April, 1942, that the Contract between Jacob Haegi and Amanda Teal dated December 6th, 1940, and filed in these proceedings as Exhibit A, be, and the said Contract is hereby, annulled.

And it is further adjudged, ordered and decreed that the matter of an accounting between the said parties, Jacob Haegi and Amanda Teal, be reserved, subject to the further order of this Court, and upon such Supplementary proceedings herein as may be presented on behalf of the said parties.

AND it is further adjudged, ordered and decreed that each of the said parties, Jacob Haegi and Amanda Teal, pay his or her own costs incurred, respectively, in presenting this phase of the proceeding involving the Contract between them of December 6th, 1940.

Ridgeley P. Melvin,

Judge.

Filed April 14, 1942 .

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.

In accordance with the Decree of Court filed in this case on April 14,1942,the Auditor has charged against the fund only the costs taxed by the Clerk against Jacob Haegi,the costs of the intervening defendant,Amanda Teal, being payable by her under said Decree.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. H.M.Meyer,trading as The Atlantic Mill & Lumber Company,in ac. with Robert A.Kindred and Louis M. Strauss, Trustees, Cr.

To Trustees for Commission	$147.94
To Trustees for Court costs, viz:	
Plaintiff's Solicitor's appearance fee	10.00

#344-D

Defendant's Solicitor's appearance fee (Haegi's)	5.00	
Clerk of Court - Court costs (Haegi's)	20.00	
R. C. Turner, Sheriff - costs "	4.50	
Auditor	13.50	53.00
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	31.75	
Capital-Gazette Press- Order - Order Nisi (sale)	5.00	
Capital-Gazette Press - " " " (This acct.	5.00	
George W. Scible - auctioneer	15.00	
U.S.Fidelity & Guaranty Co.- bond premium	16.00	
Edward Hall - Surveyor's charge	6.00	
Louis M. Strauss - fee (Order 12/4/42)	75.00	
John S. Strahorn - examiner	8.00	
Juliet D. Strahorn - stenographer (Plaintiff)	5.00	
Juliet D. Strahorn - stenographer (Haegi)	20.00	
Register of Wills - certified copy Will	2.50	
Clerk of Court - certified copy Mec. Lien	2.50	
Josephine S. Mason - notary fees	1.75	
Beatrice A. Velenovsky- notary fees	1.50	
R. E. Kindred, Agent -fire ins. premium	13.75	
R. E. Kindred, Agent - renewal premium	13.75	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	1.90	226.60
To Trustees for Taxes, viz:		
1941 State and County taxes	1.23	
1942 State and County taxes (adj. 12/2/42	19.95	21.18
To Atlantic Mill & Lumber Co., lienor - in full for mechanic's lien filed:		
Principal	482.24	
Interest - 3/27/41 to 12/2/42	48.63	
Recording fee	6.00	536.87
To Jacob Haegi - this balance, subject to further order of Court		2,945.84
		3,931.43
1942		
July 14 Proceeds of Sale	3,850,00	
interest on deferred payment from 7/14/42 to 12/2/42	18.43	3,931.43
		3,931.43

Filed Nov. 26,1942.

ORDER NISI

H. M. Meyer,trading as
The Atlantic Mill & Lumber Co.
versus
Jacob Haegi

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 8194 Equity

ORDERED, this _____ day of December, 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 _____ day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the _____ day of January next.

Filed Dec. 19th, 1942

Petition for perliminary account to be stated by Trustees and Order of Court, there on.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Robert E. Kindred and Louis M. Strauss, Trustees,respectfully represents:

1. That your trustees have completed sale of the property in the above styled matter and have received the purchase price and executed a deed to the purchasers and are ready to make distribution in conformity with the Auditor's report herein.

2. That all the items and claims have been ascertained by your trustees and your trustees are ready to make distribution from the moneys on hand with the exception of the claim of Amanda Teal, which is subject to further hearing and determination by this Honorable Court.

3. That your Petitioners respectfully represent that it is, therefore,advisable to state a preliminary account and make a first distribution in accordance with the Auditor's Account filed by the Court's Auditor on December 19, 1942,and withhold the moneys therein designated to Jacob Haegi,namey the sum of Two Thousand Nine Hundred Forty-five Dollars and Eighty-four Cents, ($2,945.84) subject to the future determination by this Court of the rights and claims of the said Amanda Teal.

Wherefore, your Petitioners respectfully pray leave of this Honorable Court to state and make a preliminary accounting as aforesaid.

And as in duty bound, etc.,

R. E. Kindred

Louis M. Strauss,
TRUSTEES

Filed Feby. 16, 1943.

ORDER OF COURT

ORDERED this 18th day of February, 1943, by the Circuit Court for Anne Arundel County in Equity that leave be and is hereby granted to Robert E. Kindred and Louis M. Strauss, Trustees herein, to make distribution of the proceeds of this estate in conformity with the Auditor's Account, and according to the rules of this Court, which said Auditor's Account was filed on December 19, 1942, and it is further Ordered that the sum and balance therein designated to Jacob Haegi, namely, Two Thousand Nine Hundred Forty-five Dollars and Eighty-four Cents ($2,945.84) be retained by the said Trustees subject to the further Order of this Court.

Ridgely P. Melvin, C.J.

The intervening complainant, Amanda Teal, by Benjamin Michaelson, her solicitor,consents to the passage of the foregoing Order and Decree.

Benjamin Michaelson

Solicitor for Intervening Complainant.

Filed Feby. 18, 1943.

MEMORANDUM AND ORDER OF COURT ON THE

PETITION OF AMANDA TEAL FOR ALLOWANCES.

Under date of March 9th, there was filed in this case an Agreement of Counsel, paragraph D of which reads

"If said Contract be declared void that then the said Amanda Teal would have no interest in the proceedings or in the property involved herein. subject to such accounting as this Court may determine to be required by the equities of the respective parties".

On April 14th, 1942, the Court did, by its Order, declare void the Contract in question, and subsequently (June 9th, 1943,) the said Amanda Teal and her husband filed a Petition for certain allowances from the proceeds of sale of the real estate involved in these proceedings.

On June 10th, 1943, on this Petition, the Court passed an Order that the Petitioners

"Be allowed out of the proceeds of sale of the real estate described in these proceedings such sum, if any, as may be proved herein, and that a Decree for said sum be made in their favor against Jacob Haegi, unless cause to the contract be shown on or before the 22nd day of June, 1943".

On the last mentioned date the Defendant-Respondent, Jacob Haegi, filed his Answer deny= ing the claims and the allegations of the Petition, and set up certain counter claims.

In this state of the pleadings testimony was taken in open Court in support of the respective claims and the Court is now called on to decide the one remaining issue in the case,which is a matter of accounting between between these parties, as indicated in the Order of June 10th 1943.

The decision is made all the more difficult because the respective accounts were made up from memory and without the entry of a single charge in any book, or menmorandum, at the time the alleged expense or debt was incurred. And in this, too,there was complete lack of corroboration from any source. Moreover, it is admitted that there was no thought by either party of making any charge against the other at any stage of their relationship until after the Contract of December 6th, 1940, had been declared void by the Court. This was in April,1942, and the items charged in the respective accounts were undoubtedly before that date, although none of the items listed in the Petition bears any date at all. It is obvious, therefore,that the account submitted does not meet the test required by the rules of evidence either as to the allegations or the proof.

However, the Court is convinced that there is some substantial equity in the Petitioner's claim for re-imbursement as to certain of the items set forth in the Petition, and consequently will undertake to pass on them, by applying the broad principles of equity.

Counsel for the respective parties have been of much help to the Court in acting upon the suggestion that they get together, as far as possible, by a post trial conference, in the effort to agree on as many of the disputed items as possible. A memorandum of the results of the conference was left with the Court and has been carefully considered.

The various accounts resolve themselves under two headings,- those relating to real estate, and those relating to claims which are purely personal in their nature. The former are reflected in the enhanced price which the real estate brought at public sale, and as they enure to the benefit of the Respondent, Haegi, they should be allowed to Mrs. Teal. The only question is as to the reasonableness of the amount of the various items. The latter group of claims (personal) present a more difficult problem and are not allowable except as to those items where the equity is clear, and then only in an adjusted amount.

Before considerating these respective groups or accounts the Court will dispose of the item of rent claimed by Mr. Haegi, and the co-related claim of Mrs. Teal for Mr. Haegi's board while living in her home at Green Haven.

The relationship of these parties, all during that period, was strictly in contemplation of their Contract of December 6th, 1940.

Mrs. Teal moved into Haegi's new bungalow apparently without any thought of having to pay rent, and there is no indication that Mr. Haegi had any such thought, either. By the same token there was no idea, expressed or implied, that Mr. Haegi was to be charged for board or for anything else while an inmate of the Teal home at Green Haven. The whole plan evidently had as its objective the Contract which Mrs. Teal arranged to be executed at her Lawyer's office, and which was actually done under date of December 6th, 1940. That aspect of the case was covered and concluded by the Court's opinion of April 12th, 1942. Not until the Contract was annulled then did she become chargeable with rent, as a matter of equity. This obligation

continued until she vacated the premises on October 7th, 1942. The Court has no way of determining the proper amount to be charged for this rent except by the testimony that was offered, and this is meager. The Court accepts the basis suggested by Counsel for Mrs. Teal, that is to say, $38.50 per month. That would seem to be fair and reasonable in view of the fact that the sale price ($3850) was doubtless due in a considerable measure to the Teals' contribution to the improvements to the real estate.

Applying this same interpretation to the Contractual relations between these parties, Mrs. Teal is no more entitled to reimbursement for board, etc. furnished Mr. Haegi while occupying her home at Green Haven than he would have been entitled to rent for the period above indicated. This will cancel completely ITEM 11 ($250) in Mrs. Teal's Petition.

Reverting now to the claims against the real estate, the items which, in the Court's opinion, should be allowed Mrs. Teal are the following:-

1.	Consol. Gas Elec. Power Co. for pole to run wires to bungalow	$ 24.00
2.	W. Ben Duvall for labor, etc. installing electricity	$ 45.00
3.	One furnace,-Caloris	$ 125.00
4.	For hauling furnace,	$ 6.00
5.	For time and labor Cecil Teale hauling furnace,	$ 10.00
6.	C.W. Dutton, installing plumbing,	$ 148.00
7.	Attorneys fee, Marvin Anderson and Emanuel Klawans	$ 50.00
8.	Hooking up electric pump,	$ 7.50
9.	Fire Insurance paid,	$ 18.30
17.	Bathroom fixtures, etc.	$ 10.00
18.	Installing drain from kitchen sink	$ 15.00
19.	Septic pool, etc.	$ 30.00
20.	Door chines and push buttons,	$ 10.00
21.	Screen doors and windows,	$ 19.00
22.	Concrete foundations,	$ 30.00
23.	Shellacking, painting etc. and materials,	$ 50.00
25.	Electric appliances and installing, balc. due	$ 48.00
26,	Bricking up spring, etc.,	$ 7.50
27.	Excavating around yard,	$ 37.50
28.	Window blinds,	$ 19.87
29,	Rugs cut to fit,	$ 19.00
32.	Correcting leaks around windows,	$ 5.00
	Total,	$ 734.67

The personal items claimed by the Petitioners,

should, in the Court's opinion, be modified, adjusted and allowed as follows:-

10.	Dr. James Billingslea for medical care,	$ 2.00	
12.	Clothes for Jacob Haegi,	$ 15.00	
13.	Medicine, etc. for Jacob Haegi,	$ 6.00	
	Total,	$ 23.00	$ 23.00
	Total amount allowed to Mrs. Amanda Teal,		$ 757.67

Amount of Rent due by Mrs. Teal to Mr. Haegi,
April 12th, 1942 to October 12th, 1942,
six months at $38.50 per month, $231.00

Cash admitted to have been received by
Mrs. Teal from Mr. Haegi, $445.00

Total, $676.00 $ 676.00

Balance due Mrs. Teal, $ 81.67

Recapitualating, the total amount allowable to

Mrs. Amanda Teal is, $757.67

The tota; amount chargeable to her is, $676.00

Thus leaving a balance in favor of Mrs.

Amanda Teal for distribution in the final

settlement of his case, of $ 81.67

Ridgely P. Melvin, C. J.

In accordance with the aforegoing opinion, it is hereby ORDERED this 14th day of July, 1944 that Robert E. Kindred and Louis M. Strauss, Trustees, be, and they are hereby, authorized and

and directed to pay to Amanda Teal the sum of Eighty-one Dollars and sixty-seven cents,($81.67) out of the net proceeds audited to "Jacob Haegi, this balance($2945.84) subject to further order of Court", as shown by the Auditor's Account filed on December 19th, 1942; the balance remaining to be paid to Jacob Haegi.

And it is further ORDERED that the said Trustees pay out of said fund the costs of these proceedings.

Ridgely P. Melvin, C. J.

Order filed 14 July, 1944.
(Out of place)

PETITION FOR ALLOWANCE OUT OF PROCEEDS OF SALE AND FOR A DECREE.

To the Honorable, The Judges of said Court:

The petition of Amanda Teal and of Cecil Teal respectfully shows:

1. That heretofore a contract was made between Amanda Teal and Jacob Haegi whereby he wad to transfer his property to her in consideration that she support him for his life time.

2. That in pursuance of said contract, and of a proceeding of this Court wherein said contract was declared valid, and of express and implied requests and acquiesence of Jacob Haegi, the petitioners incurred expenditures and conferred benefits upon Jacob Haegi and his property, as are hereinnafter set forth.

3. That by decree passed in the above entitled cause on April 14, 1942 said contract was held valid; and the matter of an accounting between Jacob Haegi and the petitioners was reserved for future determination.

4. That the petitioners claim allowance of the following matters:-

(1) Paid by Amanda Teal to Consolidated Gas Electric Light & Power Company for a pole to run electric wires to bungalow ..... $ 24.00

(2) Paid by Amanda Teal to W. Ben Duvall for labor, material, underwriter's inspection charge, to install electricity in bungalow ..... $ 45.00

(3) one large size caloric furnace 175.00

(4) paid by Amanda Teal for hauling caloric furnace 6.00

(5) to Cecil Teal for time and labor in going to Catonsville to get,load,unload, and storing caloric furnace in cellar 10.00

(6) Paid by Amanda Teal to C. W. Dutton to install plumbing in bungalow $148.00

(7) Paid by Amanda Teal to Marvin I. Anderson and Emanuel Klawans,at request of Jacob Haegi, for legal services to defend mechanics' lien case 50.00

(8) Paid by Amanda Teal for hooking up electric pump in cellar of bungalow ... 7.50

(9) Fire insurance of bungalow paid by Amanda Teal 18.30

(10) Paid by Amanda Teal to Dr. James S.Billingslea for medical services to Jacob Haegi 2.00

(11) Room, board, laundry,tailoring supplied by Amanda Teal to Jacob Haegi at Greenhaven 250.00

(12) Clothes for Jacob Haegi paid for by Amanda Teal,six suits winter underwear, three pairs wool socks, twelve handchiefs,three neck ties, four dress shirts,one heavy bath robe,six pairs summer socks,six suits summer underwear,one summer dress hat 30.00

(13) Medicine for Jacob Haegi paid for by Amanda Teal,S.S.S.,Swamp Root,vicks, Powder, etc. . . . . $ 50.00

(14) Barbering and toilet articles for Jacob Haegi paid by Amanda Teal . . . . . $=10.00

(15) Services of Amanda Teal,telephone calls and train fares paid by her, use of automobile supplied by her, on business of Jacob Haegi $250.00

(16) Food, services, sleeping services, fruit,etc., supplying water by electricity pump for watering grounds, supplied by Amanda Teal to Jacob Haegi at new bungalow 90.00

(17) Bathroom fixtures & outlets installed in bungalow paid by Amanda Teal 10,00

(18) Installing drain from kitchen sink in bungalow, paid by Amanda Teal 15.00

(19) Installing septic pool, concreting and bricking up connecting top,etc. 30.00

(20) Installing door chimes, and front and back push buttons for same 10.00

(21) Material and labor for making and installing front and back screens ,doors and six window screens, for bungalow, provided by Amelia Teal 19.00

(22) Material and labor for three concrete foundations, 262.5 feet, provided by Amanda Teal in the bungalow 30.00

(23) Shellacking inside walls and ceilings of bungalow, 7 doors both sides, 7 door frames, 9 single windows, and frames, 2 triple windows and frames, 4 dormer windows,cellar way, attic /stairway, all frames, doors and windows,all ceilings and walls, painting cellar stairs and cellar windows, two coats of paint inside. Furnishing shellac, paint, labor and brushes . . . 50.00

(24) Installing used pipeless furnace (caloric) furnishing all new bolts,furnace cement, new chain to upstairs, register, Cutting and fitting all parts to fit this bungalow. Installing only 50.00

(25) Installing electric entrance. Three wire service with range box for stove and 36 rough wiring outlets. Paying underwriter's Inspection. Hanging all fixtures,Furnishing attic fixture, stairway fixture, ~~stairway fixture~~, cellar fixture. Total $101.00 less $53.paid on account. Balance 48.00

(26) Bricking up spring from which water supply of bungalow comes. Hauling 70 more brick from Greenhaven to Ritchie Highway,furnishing 70 brick and labor 20.00

(27) Excavating around yard of BUNGALOW 75.00

(28) Furnishing 8 window blinds for bungalow at cost of 1.19(9.52) and 30 blinds @ 69¢ (10.35) 19.87

(29) 3 rugs cut to fit the rooms, to fit around heat register and bath room fixtures. Cannot be used elsewhere. 19.00

(30) Expense of moving from Greenhaven to bungalow at Ritchie Highway 25.00

(31) Expense of moving back from Ritchie Highway to Greenhaven 35.00

(32) Correcting leaks around two triple windows 5.00

(33) Money given to Mr. Haegi 50.00

(34) Building coal bin at bungalow 5.00

(35) Bond premium 10.00

$1,691.67

5. That all of the aforesaid expenditures were incurred by Amanda Teal in connection with the bungalow of Jacob Haegi at Ritchie Highway heretofore designated in these proceedings, or for Jacob Haegi himself, in good faith, in reliance upon the contract of Jacob Haegi to transfer said bungalow and other property to Amanda Teal in consideration of his support, and or the finding of this Court in a prior litigation between theparties that said contract was valid so long as properly performed by Amanda Teal, and/or at the request,express, or implied of Jacob Haegi, and before said contract was declared invalid by said decree of Apri 14, 1942.

was declared invalid by said decree of April 14, 1942.

To the end, therefore: (1) That the petitioners be allowed the aggregate amount of the aforesaid expenditures, out of the proceeds of sale of said bungalow.

(2) And for such other and further relief as the nature of the case may require

And as in duty bound, etc.

Benjamin Michaelson
Emanual Klawans
Solicitors.

Amanda Teal
Cecil A. Teal
Petitioners.

Filed June 9, 1943.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity, this 10th day of June, 1943, that Amanda Teal and Cecil Teal be allowed out of the proceeds of sale of the realty described in these proceedings, such sum, if any,as may be provided herein; and that a decree for said sum be made in their favor against Jacob Haegi, unless cause to the contrary be shown on or before the 22nd day of June, 1943, provided a copy of this petition and order be served upon Robert E. Kindred, attorney of record for Jacob Haegi, on or before the 16th day of June, 1943.

Ridgely P. Melvin,
Chief Judge.

Filed June 10, 1943.

STATEMENT AND RELEASE

ROBERT E. KINDRED and LOUIS
M. STRAUSS, TRUSTEES
to
JACOB HAEGI
No. 8194 EQUITY

To sale of real estate		$3,850.00
To interest on deferred payments		81.43
		$3,931.43
To Trustee's Commission	$147.94	
To Court costs	53.00	
To Court costs	38.20	
To Capital Gazette Press	41.75	
To Auctioneer	15.00	
To Bond	32.00	
To Surveyor	6.00	
To Louis M. Strauss (Order of Court)	75.00	
To Examiner	8.00	
To Court Stenographer	58.00	
To Register of Wills	2.50	
To Certified copy of Mechanic's Liens	2.50	
To Notary fees	3.25	
To Revenue stamps / 1/2	4.10	
To Taxes 1941-1942 Adj.	21.18	
To Atlantic Mill & Lumber Co.	536.87	

		$
To Jacob Haegi (advance)	$ 300.00	
To Jacob Haegi (advance)	50.00	
To Amanda M. Teal	81.67	
To insurance	17.74	
To Refund (See other Statement)	9.76	
TO Robert E. Kindred, Attorney	150.00	1,654.46
Balance due		$2,276.97

Received from Robert E. Kindred and Louis M. Strauss. Trustees, the sum of Twenty two hundred seventy six and 97/100 $2,276.97 Dollars in full settlement of No. 8194 Equity. For VALUE RECEIVED, I hereby release the above mentioned Trustees.

JACOB HAEGI

ATTEST:

Violet O Bird

FILED SEPT. 5, 1944.

E.H.H.

Finis

John Gunning, Jr., :
Helen Gunning Brown :
Andrew Gunning, :
Elizabeth Wheeler, :
Mary Lewis, :
Catherine Donohue, :
Elizabeth Ford, :
Robert E. Brown, :
Annie Melborne, :
Gladys Gebhardt, :
Mary Jones and :
John E. Brown, Jr. :
vs :
Marie Desmond, :
George Vogel, :
Catherine Schaeffer, :
Bertha Krause and :
Gordon Eades. :
: : : : : : : : : : : :

No. 8791 Equity

In the

Circuit Court

for

Anne Arundel County

BILL OF COMPLAINT.

To the Honorable, the Judge of said Court:

Your Orator humbly complaining says:

1.

That John Gunning, late of Anne Arundel County, was seized and possessed of a lot or parcel of ground lying, being and situate in the Second Election District of Anne Arundel County, in the villageof Eastport, being the same property which he acquired from the Mutual Building Association of Annapolis by deed dated November 27th, 1877, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 12, folio 110, a certified copy of said deed is filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were set forth herein at length.

2.

That being so seized and possessed as aforesaid the said John Gunning died testate in the year 1900 and his estate was fully administered, nevertheless, by his last will and testament dated March 30th, 1895, and recorded among the Testamentary Records of Anne Arundel County in Will Book R.B. No. 1, folio 32, he gave and devised the aforesaid lot of ground located on the corner of Sixth Street and Seventh Avenue having a frontage of 85 feet on the northwest side of Severn Avenue and a frontage of 160 feet, more or less, on the northeast side of Sixth Street, to his daughter Kate Gunning, a certified copy of said will being filed herewith as Plaintiffs' Exhibit No. 2 and is prayed to be taken as part and parcel hereof.

3.

That the said Katherine (Kate) Gunning died testate during the year 1937 and her estate has been fully administered and by her last will and testament dated April 2nd,1925,

and recorded among the Testamentary Records of Anne Arundel County in Will Book W.M.H. No. 1, folio 207, she gave and devised the aforesaid lot of ground unto her brother Andrew Gunning, subject to a life estate of John Gunning, a certified copy of said will being filed herewith as Plaintiffs' Exhibit No. 3.

4.

That the said John Gunning, life tenant, died on the 3rd day of February,1944, and his interest in said realty thereupon ceased and determined and under the last will and testament of Katherine Gunning the remainder as aforesaid was devised to Andrew Gunning.

5.

That Andrew Gunning, to whom the remainder of the aforesaid realty was devised, died intestate in the City of Brooklyn, New York, without leaving any personal property and without having taken out letters of administration on his estate.

6.

That said Andrew Gunning was a priest and therefore was unmarried and without children but, nevertheless, he was still survived by John Gunning, his brother, who would receive a one-fifth interest, the said John Gunning having died during the year 1944 and left surviving him as his only heirs at law, two children, to wit: (a) John Gunning, Jr., and Helen Gunning Brown.

(b) Stephen Gunning, his brother, who died in 1901 intestate, no letters having been taken out on his estate, the said Stephen Gunning having had two children, to wit: Andrew J. Gunning, one of the plaintiffs, and Madeline Gunning who died intestate, with no letters of administration taken out on her estate, in the year 1920, and who left surviving her two children, to wit: (1) George Vogel, a son and a non-resident of this State and (2) Marie Desmond, a daughter, another non-resident.

(c) Mary Ann Brown, a sister, who died intestate leaving surviving her six children, to wit: (1) a daughter Elizabeth Wheeler who married one William Wheeler who lives at No. 927 De Sota Road, Baltimore, Maryland. (2) a daughter Mary A. Lewis,who resides in Eastport, Maryland, (3) a daughter Catherine Donohue who is likewise a non resident of this State, residing in Washington, D. C., and (4) Roland Brown who was single and died in the year 1927 intestate with no letters of administration having been taken out on his estate (5) John Edward Brown who died in the year 1923 and left surviving him six children, to wit: (a) Elizabeth Brown Ford, wife of Charles Ford,who resides on Fairfax Road, Anne Arundel County, Maryland, (b) Robert Francis Brown who resides on Fourth Street, Eastport, Maryland, (c) Annie Melhorne who resides in Eastport, Maryland, (d) Gladys Gebhardt who resides in Eastport, Maryland, (e) Mary Jones who resides on Fifth Street, Eastport, Maryland, and (f) John Brown, Jr.,who is now serving in the United States Army, (6) and Clara Eades, who died intestate with no letters having been granted on her estate in the year 1923 and who left surviving her three children, to wit: (a) Catherine Schaeffer who lives at Westport, Maryland, and (b) Gordon Eades and (c) Bertha Krause, not living within the confines of this State but when last heard of were residing in New York City.

7.

All of the said decedents upon whose estates no letters of administration have been taken out died leaving no personal property.

8.

That the said real estate is not susceptible of partition in kind among the heirs who are entitled to a share therein without material loss or injury.

To the end, therefore:

1. That a trustee may be appointed by this Honorable Court to make sale of the said real estate in these proceedings mentioned and divide the proceeds arising therefrom among those entitled thereto according to their respective interests.

2. That in the said decree for the sale thereof that this Honorable Court might pass an order directing all of the creditors of those heirs who are deceased and upon whose estates no letters of administration have been taken out, to file their claims properly authenticated with the clerk of this Honorable Court within a period of ninety days according to the statute in such cases made and provided.

3. And for such other and further relief as their case may require.

May it please your Honor to grant unto your Orators an order of publication, directed to the said Marie Desmond, George Vogel, Catherine Schaeffer, Bertha Krause and Gordon Eades, non-residents of the State of Maryland, commanding them to be and appear in this Honorable 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.

George B. Woelfel

Solicitor for Plaintiffs

Filed Sept. 16, 1944

Plns'. Exhibit No. 1 Exams. Exh. Also

This Deed made this 27th day of November in the year eighteen hundred and seventy-seven, between the Mutual Building Association of Annapolis, Anne Arundel County, Maryland, of the first part and John Gunning of said State and County of the second part. Whereas heretofore set in the year eighteen hundred and sixty nine the said Association sold to one Benjamin Trott two lots or parcels of land situated upon Horn Point as will hereinafter be more fully described and Whereas afterwards Sct on the 13th day of October 1871, the said Benjamin Trott and Lucy A. Trott his wife sold all their interest in said two lots to the said John Gunning, by deed of said date and recorded in S. H. No. 6 folios 188 &c., land records of said County and whereas the said Gunning has paid to the said Association, the balance of the purchase money due upon said two lots numbered respectively 232 and 238. And Whereas the said Gunning has also purchased from the said Association another lot up on said Horn Point number 230, and has paid in full the purchase money thereof. Now therefore in consideration of the premises and the sum of two hundred and ten dollars the consideration money for lots number 232 and 238 and in further consideration of the sum of one hundred and forty dollars the purchase money of Lot number 230 the receipts whereof are hereby acknowlecged are hereby acknowledged, at and before the signing and sealing of these presents, the said Association party of the first part doth hereby grant and convey to the said John Gunning, his heirs and assigns forever in fee simple, all those three lots or parcels of land situated on Horn Point opposite the City of Annapolis, numbered respectively as lots two hundred and thirty-two, two hundred and thirty-eight, and two hundred and thirty, as designated on a plat made by John Duvall, Esq.,

Surveyor on the 30th day of September, eighteen hundred and sixty-eight, said Lots number 232 and 238 lying contiguous to each other and together forming one lot fronting eighty-five feet on the north side of Sixth Street and extending back in rectangular form in a northerly direction to Severn River and said Lot No. 230 situated at the north corner of Sixth Street and Severn Avenue fronting eighty-five feet on Severn Avenue and one hundred and sixty four feet on Sixth Street being a rectangular lot eighty five by one hundred and sixty-four feet, said Lots number 232 and 238 being the same property sold by Benjamin Trott and one Vincent E. Trott to the said Lucy A, Trott by deeds recorded in S.H. No. 4, folios 204 and 231 Land Records of said County. And the said party of the first part covenants that it will warrant the said property specially to the said John Gunning, his heirs and assigns. And this deed further witnesseth that the said Mutual Building ----doth hereby constitute and appoint and appoint and by these presents hath constituted and appointed R. Vinton Clayton its Attorney to acknowledge this Instrument as the act of the said Mutual Building Association. Witness the signature of the President thereof and the corporate seal of the said Association the day and year first hereinbefore written.

Test: W. H. Gassaway Jas. Revell, President of the

(Corporate Seal) Mutual Building Association of Annapolis

STATE OF MARYLAND, Anne Arundel County, Sct:

I Hereby certify that on this the 27th day of November in the year eighteen hundred and seventy-seven personally appeared before the subscriber a Justice of the Peace in and for the State and County aforesaid, R. Vinton Clayton, An Attorney constituted and appointed by a clause in the foregoing deed and acknowledged the same to be the act of the said Mutual Building Association of Annapolis.

W. H. Gassaway, J. P.

Recorded 3rd of December 1877

State of Maryland, Anne Arundel County, Sct:

I Hereby certify that the foregoing Deed was truly taken and copied from Liber S.H. No, 12 folio 110, 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 15th day of September, A. D. 1944.

(Corporate Seal)

John H. Hopkins, 3rd, Clerk.

Filed Sept. 16, 1944

Plns' Exhibit No. 2. Exams. Exh. B. J.D.S.

LAST WILL AND TESTAMENT OF JOHN GUNNING

IN the name of God, Amen.

I, John Gunning, of Anne Arundel County, State of Maryland, being weak in body but of sound and disposing mind, memory and understanding, having in the recent death of my dear wife received a most signal warning of the certainty of death and the uncertainty of the time thereof and being desirous of arranging my earthly affairs before I am called away from earth, do make, publish and declare the following to be my

Anne Arundel County ss:

On the 12th day of June 1900 came J. Clayton Brewer, subscribing witness to the aforegoing last Will and Testament of John Gunning late of said County, deceased and made oath in due form of law that he did see the testator sign and seal this Will; that he 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 his apprehension of sound and disposing mind, memory and understanding and he together with Nicholas H. Green, Jr., subscribed their names as witnesses in his presence at his request and in the presence of each other.

Sworn to before the subscriber,

Luther A. Palmer

Register of Wills for Anne Arundel County.

In the Orphans' Court for Anne Arundel County:

The Court after having examined the aforegoing last will and testament of John Gunning late of said County deceased, together with the evidence adduced as to its validity, Orders and Decrees this 12th day of June 1900, that the same be admitted in this Court as the true and genuine last Will and testament of the said JohnGunning.

Alfred Ijams, C. J.

Charles H. Russell, A. J.

Henry Woodward, A. J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I. R. GLENN PROUT, Register of Wills, and by Law Keeper of the Seal 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 John Gunning, late of said County, deceased together with proof and probate thereof taken from Wills Liber R.B. No. 1, folio 32, 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 15th day of September in the year of our Lord, nineteen hundred and forty-four.

(No Seal)

Register of Wills for Anne Arundel County.

Filed Sept. 16", 1944

CERTIFIED COPY LAST WILL AND TESTAMENT OF KATHERINE GUNNING.

IN THE NAME OF GOD, AMEN.

I, CATHERINE GUNNING, residing at Eastport, Maryland, being of sound and dospos-ing mind and memory, but considering the uncertainty of this life, do therefore make, publish and declare this to be my last Will and Testament, in manner and form follow-ing, hereby revoking any Will by me heretofore made.

FIRST: I direct the payment of all my just debts and funeral expenses as soon after my demise as practicable.

SECOND: I give and bequeath to ST. MARY'S CHURCH of Annapolis the sum of ONE HUNDRED ($100.00) DOLLARS as a stipend for one hundred low Masses to be said for the repose of my soul.

Anne Arundel County ss:

On the 12th day of June 1900 came J. Clayton Brewer, subscribing witness to the aforegoing last Will and Testament of John Gunning late of said County, deceased and made oath in due form of law that he did see the testator sign and seal this Will; that he 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 his apprehension of sound and disposing mind, memory and understanding and he together with Nicholas H. Green, Jr., subscribed their names as witnesses in his presence at his request and in the presence of each other.

Sworn to before the subscriber,

Luther A. Palmer

Register of Wills for Anne Arundel County.

In the Orphans' Court for Anne Arundel County:

The Court after having examined the aforegoing last will and testament of John Gunning late of said County deceased, together with the evidence adduced as to its validity, Orders and Decrees this 12th day of June 1900, that the same be admitted in this Court as the true and genuine last Will and testament of the said JohnGunning.

Alfred Ijams, C. J.

Charles H. Russell, A. J.

Henry Woodward, A. J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I. R. GLENN PROUT, Register of Wills, and by Law Keeper of the Seal 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 John Gunning, late of said County, deceased together with proof and probate thereof taken from Wills Liber R.B. No. 1, folio 32, 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 15th day of September in the year of our Lord, nineteen hundred and forty-four.

(No Seal)

Register of Wills for Anne Arundel County.

Filed Sept. 16", 1944

CERTIFIED COPY LAST WILL AND TESTAMENT OF KATHERINE GUNNING.

IN THE NAME OF GOD, AMEN.

I, CATHERINE GUNNING, residing at Eastport, Maryland, being of sound and dospos-ing mind and memory, but considering the uncertainty of this life, do therefore make, publish and declare this to be my last Will and Testament, in manner and form follow-ing, hereby revoking any Will by me heretofore made.

FIRST: I direct the payment of all my just debts and funeral expenses as soon after my demise as practicable.

SECOND: I give and bequeath to ST. MARY'S CHURCH of Annapolis the sum of ONE HUNDRED ($100.00) DOLLARS as a stipend for one hundred low Masses to be said for the repose of my soul.

THIRD: I give, devise and bequeath to my brother, ANDREW GUNNING,absolutely and forever, my house and lot of land situate at the corner of Seventh Avenue and Sixth Street, Eastport, Maryland, which property, was inherited by me from my father and is now known as 97 Sixth Street, with this proviso, however, that my brother JOHN GUNNING, shall have the right to occupy the same for and during the term of his natural life, free of charge except that the said JOHN GUNNING, while in the occupancy of said premises shall pay all taxes and the necessary and carrying charges of said property which may accrue during his occupancy thereof. Should my said brother, JOHN GUNNING, however, not desire to occupy said premises, no allowance shall be made to him whatsoever out of the rents derived therefrom, nor shall he, once having elected not to occupy said premises, at any time thereafter be permitted to occupy said premises as a beneficiary hereunder. Should my brother, JOHN GUNNING, elect to occupy said premises but fail to pay, within a reasonable time after the same becomes due, the taxes and the necessary and carrying charges which may accrue while he is in occupancy of said premises, then his right to occupy said premises may be terminated at the election of the then owner and which owner shall thereupon have the right to enter into possession of said premises.

FOURTH: Should my brother, ANDREW CUNNING,predecease me, then I give, devise and bequeath said premises, 97 Sixth Street, Eastport,,Maryland, to my cousins, ELLEN McLOUGHLIN and ANNA McKEON, or the survivor of them, to be divided among them equally, share and share alike, subject, however,to the same conditions which would prevail in favor of my brother, JOHN GUNNING, had my brother ANDREW GUNNING, survived me,

FIFTH: All the rest, residue and remainder of my property, real, personal or mixed, whatsoever the same may consist of and wheresoever the same may be situate at the time of my death, I give, devise and bequeath to my brother, ANDREW GUNNING, absolutely and forever. Should he predecease me, however, then I give, devise and bequeath all the rest, residue and remainder to my cousins, ELLEN McLOUGHLIN and ANNA McKEON, or to the survivor of them, to be divided equally among them, share and share alike,

SIXTH: I make, constitute and appoint my brother, ANDREW GUNNING, the executor hereof and I authorize and empower him to sell or dispose of any real property of which I may die seized, either at public or private sale in his discretion, and execute and deliver any and all papers necessary and proper to consummate any such sale or disposition. This power of sale, however, shall not be exercised with respect to premises 97 Sixth Street, while my brother JOHN GUNNING legally occupies the same as a beneficiary hereunder. Should my brother ANDREW GUNNING predecease me, or should he elect not to act as executor hereof, or should he qualify as executor and die before completing the the duties thereof, then, upon the happening of any of said events, I nominate, constitute and appoint my cousins, ELLEN McLOUGHLIN and ANNA McKEON, to be the executrices hereOf and they shall have the same power with which the said ANDREW GUNNING would have been clothed had he acted as executor of this my last Will and Testament; and no executor or executrix appointed hereunder shall be required for any reason whatsoever to furnish any bond or undertaking to assure the faithful dischargezof his or her duties as executor hereof.

IN WITNESS WHEREOF, I, CATHERINE GUNNING, the testatrix above named, have hereunto subscribed my name and affixed my seal this second day of April in the year of our

Lord, One thousand nine hundred and thirty-five.

WITNESSES: Helen Farrell CATHERINE GUNNING (L.S.)

Norris F. Stehle

James Owen Tyler.

In our presence the foregoing instrument was signed, sealed, published and declared by the above named testatrix CATHERINE GUNNING as and for her last Will and Testament and thereupon, we, at her request and in her presence and in the presence of each other, subscribed our names aswitnesses thereof this 2nd day of April 1935.

Helen Farrell RESIDING AT AAnnapolis, Md.

Norris F. Stehle RESIDING AT Annapolis, Md.

James O. Taylor RESIDING AT Annapolis, Md.

ANNE ARUNDEL COUNTY, Ss:

On the 25th day of May, 1937,came William J. McWilliams and made Oath in due form of law, that he does not know of any Will or Codicil of Catherine Gunning late of said County, deceased, other than the above instrument of writing, and that he was present when the same was found in Testatrix safe Deposit box with Farmers National Bank. Testatrix departed this life on the 19th day of March 1937.

Sworn to in open Court. Test: Lucy S. Holladay Register of Wills

for Anne Arundel County.

ANNE ARUNDEL COUNTY, Ss:

On the 25th day of May, 1937 came Helen Farrell, Norris F. Stehle and James O. Taylor subscribing witnesses to the aforegoing last Will and Testament of Catherine Gunning late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declar 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, st her request and in the presence of each other.

Sworn to in open Court.

TEST: Lucy S. Holladay, Register of Wills

for Anne Arundel County.

IN THE ORPHANS COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of Catherine Gunning, late of said County, deceased and also the evidence adduced as to its validity, orders and decrees this 25th day of May, 1937 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Catherine Gunning, deceased.

Maynard Carr

Judges: Owain E. Owens

William B. Elliott

The Undersigned, Andrew Gunning appointed Executor in the last Will and Testament of Catherine Gunning late of Anne Arundel County, deceased, does hereby refuse to act as Executor of said Will and does therefore renounce all his right to letters testamentary upon said deceased's Estate, and all right, title and claim, that he may, or could have had, by virtue of said appointment, and suggests that William J. McWilliams be named Administrator C.T.A.

named Administrator C.T.A.

In Testimony Whereof, he hereunto subscribes his name this 29th day of March 1937_

Witness Andrew Gunning

Lucy S. Holladay

The Undersigned Ellen McLoughlin appointed alternate Executrix in the last Will and Testament of Catherine Gunning late of Anne Arundel County, deceased, does hereby refuse to act as Executrix of said Will and does therefore renounce all her right to letters testamentary upon said deceased's Estate, and all right, title,and claim, that she may, or could have had, by virtue of said appointment, and suggests that William J. McWilliams be named Administrator c.t.a.

In Testimony Whereof she hereunto subscribes her name this 31st day of March 1937.

Witness Ellen McLoughlin

John J. Gunning.

The Undersigned, Anna McKeon, also known as Annie McKewen alternate Executrix in the last Will and Testament of Catherine Gunning, late of Anne Arundel County, deceased, does hereby refuse to act as Executrix of said Will and does therefore renounce all her right to letters Testamentary upon said deceased's Estate, and all right, title and claim, that she may, or could have had, by virtue of said appointment, and suggests that William J. McWilliams be named Administrator C. T. A.

In Testimony Whereof, she hereunto subscribes her name this _ day of March, 1937.

Witness: Annie McKewen

E. Frank Harrison.

Upon the Petition filed in this Matter this 25th day of May 1937, IT IS ORDERED by the Orphans' Court of Anne Arundel County that William J. McWilliams be and he is hereby appointed Administrator C.T.A. of the Estate of Catherine Gunning, Deceased.

Maynard Carr C.J.

Owain E. Owens A.J.

_____ A.J.

STATE OF MARYLAND ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills,and by law Keeper of the Seal 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 Catherine Gunning, late of said County deceased together with proof and probate thereof taken from Wills Liber W.M.H. 1 Folio 207 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 namd and affix the seal of said Court this 15th day of September in the year of our Lord, nineteen hundred and forty-four.

(Corporate Seal)

R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed Sept. 16", 1944

ORDER OF PUBLICATION

The object of this suit is that a trustee may be appointed by this Honorable Court to make sale of the real estate in these proceedings mentioned and divide the proceeds

arising therefrom among those entitled thereto according to their respective interests.

That in the said decree for the sale thereof that this Honorable Court might pass an order directing all of the creditors of those heirs who are deceased and upon whose estates no letters of administration have been taken out, to file their claims properly authenticated with the clerk of this Honorable Court within a period of ninety days according to the statute in such cases made and provided.

And for such other and further relief as their case may require.

The Bill recites:

That John Gunning, late of Anne Arundel County, was seized and possessed of a lot or parcel of ground lying, being and situate in the Second Election District of Anne Arounde County, in the Village of Eastport, being the same property which he acquired from the Mutual Building Association of Annapolis by deed dated November 27th,1877, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 12, folio 110, a certified copy of said deed is filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were set forth herein at length.

That being so seized and possessed as aforesaid the said John Gunning died testate in the year 1900 and his estate was fully administered, nevertheless, by his last will and testament dated March 30th, 1895, and recorded among the Testamentary Records of Anne Arundel County in Will Book R.B. No. 1, folio 32, he gave and devised the aforesaid lot of ground located on the corner of Sixth Street and Severn Avenue having a frontage of 85 feet on the northwest side of Severn Avenue and a frontage of 160 feet, more or less, on the northeast side of Sixth Street, to his daughter Kate Gunning, a certified copy of said will being filed herewith as Plaintiffs' Exhibit No. 2 and is prayed to be taken as part and parcel hereof.

That the said Katherine (Kate) Gunning died testate during the year 1937 and her estate has been fully administered and by her last will and testament dated April 2nd, 1925, and recorded among the Testamentary Records of Anne Arundel County in Will Book W.M.H.No. 1, folio 207, she gave and devised the aforesaid lot of ground unto her brother Andrew Gunning, subject to a life estate of John Gunning, a certified copy of said will being filed herewith as Plaintiffs' Exhibit No. 3.

That the said John Gunning,life tenant, died on the 3rd day of February, 1944, and his interest in said realty thereupon ceased and determined and under the last will and testament of Katherine Gunning the remainder as aforesaid was devised to Andrew Gunning.

That Andrew Gunning, to whom the remainder of the aforesaid realty was devised, died testate in the City of Brooklyn, New York, without leaving any personal property and without having taken out letters of administration on his estate.

That the said Andrew Gunning was a priest and therefore was unmarried and without children but, nevertheless, he was still survived by John Gunning, his brother, who would receive a one-fifth interest, the said John Gunning having died during the year 1944 and left surviving him as his only heirs at law, two children, to wit:

(a) John Gunning, Jr., and Helen Gunning Brown.

(b) Stephen Gunning, his brother, who died in 1901 intestate, no letters having

been taken out on his estate, the said Stephen Gunning having had two children, to wit: Andrew J. Gunning, one of the plaintiffs, and Madeline Gunning who died intestate,with no letters of administration taken out on her estate, in the year 1920, and who left surviving her two children, to wit: (1) George Vogel, a son and a non-resident of this State and (2) Marie Desmond, a daughter, another non-resident.

(c) Mary Ann Brown, a sister, who died intestate leaving surviving her six children, to wit: (1) a daughter Elizabeth Wheeler who married one William Wheeler who lives at No. 927 De Sota Road, Baltimore, Maryland, (2) a daughter Mary A. Lewis who resides in Eastport, Maryland, (3) a daughter Catherine Donohue who is likewise a non-resident of this State, residing in Washington, D. C., and (4) Roland Brown who was single and died in the year 1927 intestate with no letters of administration having been taken out on his estate (5) John Edward Brown who died in the year 1923 and left surviving him six children, to wit: (a) Elizabeth Brown Ford, wife of Charles Ford, who resides on Fairfax Road, Anne Arundel County, Maryland (b) Robert Francis Brown who resides on Fourth Street, Eastport, Maryland, (c) Annie Melhorne who resides in Eastport, Maryland, (d) Gladys Gebhardt who resides in Eastport, Maryland, (e) Mary Jones who resides on Fifth Street, Eastport, Maryland, and (f) John Brown,Jr., who is now serving in the United States Army, (6) and Clara Eades, who died intestate with no letters having been granted on her estate in the year 1923 and who left surviving her three children, to wit: (a) Catherine Schaeffer who lives at Westport, Maryland, and (b) Gordon Eades and (c) Bertha Krause, not living within the confines of this State but when last heard of were residing in New York City.

All of the said decedents upon whose estates no letters of administration have been taken out died leaving no personal property.

That the said real estate is not susceptible of partition in kind among the heirs who are entitled to a share therein without material loss or injury.

It is thereupon this 16th day of September, in the_1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Complainants by causing a copy of this order to be insered in some daily newspaper printed and published in the City of Annapolis, once a week for four successive weeks before the 18th day of October, give notice to the said absent defendants 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 the 2nd day of November, 1944, to show cause, if any they have, why a decree should not be passed as therein prayed.

AND as in duty bound, etc.

—

John H. Hopkins, 3rd, Clerk.

Filed Sept. 16", 1944

CERTIFICATE OF PUBLICATION

Annapolis, Md.,October 13, 1944.

We hereby certify that the annexed Order of Publication Eq. 8791 John Gunning et al 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 18 day of October 1944. The first insertion being made the 10 day of September, 1944.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 4694

BY H. White

Filed October 14, 1944

J.H.H. #62 Equity

PETITION FOR DECREE PRO CONFESSO and LEAVE TO TAKE TESTIMONY

AND ORDER OF COURT THEREON.

To the Honorable, the Judge of said Court:

The petition of John J. Gunning, Jr., respectfully shows:

1.

That on the 16th day of September, 1944, a bill of complaint was filed asking that a trustee be appointed to make sale of certain real estate in Anne Arundel County and upon the same day an order of publication was signed.

2.

That. though the time limited in the said order of publication for the absent defendants to file their answer has elapsed the said defendants have failed to make their appearance or file their answer.

WHEREFORE, your Petitioner prays:

1. That the bill of complaint in this cause be taken pro confesso and leave may be granted to the plaintiffs to take whatever testimony they desire in order to substantiate the allegations of the bill.

And as in duty bound, etc.

George B. Woelfel

Solicitor for Plaintiffs

Filed December 11, 1944

ORDER OF COURT

Upon the aforegoing petition, it is this 11th day of December, 1944, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the bill of complaint in the above entitled cause be and the same is hereby taken pro confesso and leave is hereby granted to the plaintiffs to take whatever testimony they desire in order to substantiate the allegations of the bill.

Ridgely P. Melvin. Judge.

Order filed December 11, 1944.

ANSWER OF CATHERINE SCHAEFFER

In Propria personam

To the Honorable, the Judges of said Court:

The answer of Catherine Schaeffer to the Bill of Complaint in this Honorable Court exhibited against her, respectfully shows:

1.

That she admits the allegations contained in the said Bill of Complaint as being true.

2.

That she consents to a trustee being appointed by this Honorable Court to sell the property at public sale and divide the proceeds arising therefrom among the parties entitled thereto according to their respective interest.

And as in duty bound, etc.

Catherine Schafer

In propria personam

MARYLAND, BALTIMORE CITY, to wit:

I hereby certify that upon this 19th day of January, in the year 1945, before me a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid,

personally appeared Catherine Schaeffer and acknowledged the aforegoing answer to be her act.

Witness my hand and seal Notarial.

Nathan Cohen,

(Notarial Seal)

Com. Exp. 5/7/45 Notary Public

Filed Jan. 24, 1945

Testimony and Exhbs. on behalf of the Plaintiff.

Present:-

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Decree Pro Confesso, Dec. 11, 1944.

Mr. John S. Strahorn, Solicitor for Plaintiffs.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Mary A. Lewis, --- - - - - - 2 to 7

Clara Moyer,---------- -8

Mary A. Lewis, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and residence?

A. Mary A. Lewis, 310 Severn Ave. Eastport, Md.

2. You are one of the Plaintiffs in this case are you not,

A. Yes.

3. Who was John Gunning?

A. Do you mean John Gunning,Jr. who is now living,or do you mean John Gunning,Jr.'s father who died, or do you mean John Gunning,Jr.'s grandfather? All of them were named John Gunning.

4. I mean John Gunning,Jr.'S grandfather,-do you remember him?

A. Yes, I remember him.

5. Is he living or dead?

A. He is dead.

6. Did he own any real estate in the Second Election District of Anne Arundel County, in Eastport, Md.?

A. Yes, he owned a piece of ground on the corner of what is now First Street,formerly 6th street and Severn Avenue.

7. Is that the property he procured by deed dated the 27th day of November 1877 from The Mutual Building Association of Annapolis, said deed being recorded amonf the Land Records of Anne Arundel County in Liber S.H. No. 12, folio 110?

A. Yes, it is.

°°°°°Deed offered in evidence marked Exam. Exh. A .

8. When did John Gunning who owned that real estate die?

A. He died in the year 1900.

9. Was his estate settled?

A . It was so far as I know.

10. Did the said John Gunning leave a Last Will and Testament,

A. Yes he did.

11. Is this a certified copy of the Will of John Gunning which is dated the 30th day of March, 1895 and recorded among the Testamentary records of Anne Arundel County in Will book Liber R.B. No. 1, Folio 32?

A. Yes it is.

°°°°°°° Offered and filed as Exam. Exh. B.

12. By the first devise in said will John Gunning devised this real estate to his "dear daughter, Kate Gunning, her heirs and assigns forever," is that correct?

A. It is.

13. Did you know Katherine Gunning, otherwise known as "Kate" Gunning?

A. Yes, she was his daughter.

14. Is she now living or dead?

A. She is dead, she died in 1937.

15. Was her estate fully administered?

A. Yes.

A. Yes.

16. Did she leave a last will and testament?

A. Yes.

17. Is that the will dated April 2nd, 1925 recorded in Will Book W.M.H. No. 1,Folio 207, in Anne Arundel County?

A. Yes.

°°°°°Offered in evidence and filed as Exa. Exh. C.

18. And by that will Katherine or Kate Gunning devised a life estate in said property to John Gunning?

A. Yes

19. Is he now living or dead.

A. He is dead, he died February 3rd, 1944.

20. By the said will above mentioned of the said Katherine Gunning, the remainder, after the death of John Gunning, was to go to her brother, Andrew Gunning, in fee simple?

A. Yes.

21. Who was Andrew Gunning?

A. He was a brother of Kate and John Gunning, and a son of John Gunning.

22. Is Andrew Gunning now living or dead?

A. He is dead, he died in Brooklyn , N.Y.

23. Were Letters of Administration taken out on his estate,

A. I have been informed through my attorney that no Letters were ever taken out on his estate in New York, that he was a Priest, unmarried and without children.

24. Who were the heirs of Andrew Gunning?

A. He left a brother, John Gunning who died as I stated before in February 1944, he died after his brother Andrew.

There was another brother, Stephen Gunning who died in 1901, and a Sister, Mary Gunning who married Edward Brown, she died in 1895; Another sister, Kate Gunning who died before Andrew Gunning, she was single and had no children and was the one who willed this property to Andrew Gunning.

25. You stated John Gunning died last February, how many children did he have?

A. He has two living children, John Gunning, Jr., and Helen Gunning Brown, both of whom are of age.

26. Did he have any other children?

A. Yes, but they are dead and left no children.

27. Was there any administration on the estate of John Gunning who died last February?

A. Yes, Mr. Woelfel, you are the Administrator.

28. The next brother, Stephen Gunning who died in 1901, did he leave a last will and testament?

A. No.

29. Were any Letters of Administration taken out on his estate?

A. No.

30. How many children did Stephen Gunning have?

A. He had three children, one living and one dead, Andrew J. Gunning now living, and Madeline who died in 1920 and there was one died when an infant. Madeline died in 1920 and she left surviving her two children, namely, George Vogel a son, a non-resident of this State and a Daughter, Marie Desmond also a non-resident.

31. Were any Letters of Administration ever taken out on the estate of Madeline Gunning?

A. Not to my knowledge, she died in New York, that's where she lived.

32. There was another sister of Andrew Gunning, Mary Ann Brown, is she living or dead, and when did she die?

A. She has been dead about fifty years this coming May, she was my mother.

33. How many children did she leave surviving her?

A. She left six, they are,

A daughter, Elizabeth Wheeler who married William Wheeler
myself, a daughter, Mary A. Lewis who married Harry Lewis

another daughter, Catherine Donohu who married William Donohu,

Roland Brown, single

John Edward Brown,

Clara Eads, who married Gordon Eads.

34. Is Elizabeth Wheeler, who is married to William Wheeler, living or dead?

A. She is living.

35. And you, Mary A. Lewis are living?

A. Yes.

36. Is Katherine Donohu living or dead?

A. Living.

37. Is Roland Brown living or dead?

A. He died in 1926.

38. Was Roland Brown married?

A. No.

39. Did he leave a will?

A. No.

40. Were any Letters of administration taken out on his estate?

A. No.

41. Is John Edward Brown, your brother, living or dead?

A. He is dead.

42. When and where did he die?

A. In Eastport in 1923.

43. How many children did John Edward Brown leave surviving him?

A. Six.

44. Did he leave a last will and testament?

A. No.

45. Were Letters of Administration taken out on his estate?

A. No.

46. State the names of his children.

A. Elizabeth Brown Ford, who married Charles Ford, both of whom are living.
Robert Francis Brown who is living,
Annie Melhorne who is living.
Gladys Gebhardt, living,
Mary Jones, living.
John Brown, Jr., who is now serving in the U. S. Army

47. Is your sister, Clara Eads who married Gordon Eads, living or dead?

A. She died in the year 1923 in Anne Arundel County.

48. Were Letters of Administration ever taken out on her estate?

A. No.

49. Did she leave a Last Will and Testament?

A. No.

50. How many children did Clara Eads have?

A. She had three children.
Catherine Schaeffer, Gordon Eads and Bertha Krause.

51. Are all of these adults?

A. They are.

52. As a matter of fact there are no infants in this case interested in the property?

A. No, they are all adults.

53. Did any of the decedents upon whose estate no letters of administration were taken out leave any personal property?

A. No.

53A. Are the defendants non-residents of the State of Maryland?

A. All are except Catherine Schaeffer who resides in Westport, Md.,at 2515 Sidney Street.

54. What is the nature of this property in Eastport?

A. It is a lot of ground with a two story house with an attic.

55. Do you think this property is susceptible in kind of partition amongst those entitled to the same without material loss or injury?

A. No.

56. Or would it be necessary to sell the property in order to divide the proceeds amongst those entitled thereto?

A. Yes.

57. What do you think is the value of this property?

A. A bout $3,000.

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

A. No.

M. A. L. Mary A. Lewis.

Clara Moyer, a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and address?

A. Clara Moyer,

2. You are a daughter of Mary A. Lewis who just testified?

A. Yes.

3. Did you hear the questions propounded to her and the answers given to them?

A. Yes.

4. Are they correct as far as you know?

A. Yes, I have heard the family history discussed and know the living people.

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

A. No.

C. M. Clara Moyer

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 Plaintitts' Solicitor, is returned to the Court.

Witness my hand and seal this 25th day of January, 1945.

John H. Strahorn, (Seal)

Examiner.

Recorded Jan. 25, 1945.

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury, it is thereupon this 20th day of February, in the year 1945, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that George B. Woelfel be and he is hereby appointed trustee to make sale of the said real estate and that the course and manner of his proceedings shall be as follows: He shall first file with the clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Three Thousand Dollars, with a corporate surety, 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 Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Five Hundred ($500.) Dollars, balance to be paid in cash upon the final ratification of the sale or all cash at the option of the purchaser, the credit portions to bear interest at the rate of 6% and to be secured to the satisfaction of the trustees, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of 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 price and not before, the said Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or either of them; and the said Trustee shall bring in to this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And it is further ADJUDGED, ORDERED and DECREED that said George B. Woelfel, Trustee, be and he is hereby directed to publish with the advertisement of sale a notice to creditors of Andrew Gunning, Stephen Gunning, Madeline Gunning, Mary Ann Brown, Roland Brown, John Edward Brown and Clara Eades, commanding them to file their claims, duly authenticated, with the clerk of this Court in the above entitled cause, on or before the 22nd day of June, 1945, or otherwise be barred.

James Clerk,- Judge.

Filed Feb. 20, 1945

B O N D

Know all men by these presents, that we, George B. Woelfel 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 Four Thousand ($4000) 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 20th day of March, in the year 1945.

Whereas under and by virtue of the power of sale contained in a decree of the Circuit Court for Anne Arundel County dated the 20th day of February, 1945, and passed in a cause therein depending, wherein John Gunning, Jr., et al, were plaintiffs, and Marie Desmond, et al, were defendants, the same being No. 8791 Equity, the said George B. Woelfel was duly appointed trustee to sell the property in said proceedings mentioned, and

Whereas the said George B. Woelfel, Trustee, is about to execute said power and make sale of the property described as aforesaid in the said decree.

Now, the condition of the above obligation is such, that if the above bounden George B. Woelfel, Trustee, shall well and truly perform the trust reposed in him by the aforesaid decree or to be reposed in him by any future decree or order in the premises, then the above obligation to be void and of no affect, otherwise to be and remain in full force and virtue in law.

George B. Woelfel (Seal)

Witness (Corperate seal) EAGLE INDEMNITY COMPANY

By Benjamin Michaelson

Mary M. Hoff Attorney in fact.

Filed and Approved March 21, 1945

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT.

PUBLIC SALE

Lot of ground situate on corner of 1st Street and Severn Ave. in the village of Eastport wherein John Gunning, deceased lived for years, improved by 2½ story dwelling having a frontage on North side of First street of 164 feet more or less and an even depth of 85 feet more or less.

UNDER and by virtue of a decree of the Circuit Court for Anne Arundel County in Equity dated the 20th day of February, 1945 and passed in a cause therein depending wherein John Gunning Jr., et al were Plaintiffs and Marie Desmond et al were defendants, the same being No. 8791 Equity, the undersigned appointed Trustee to sell the property in said proceedings mentioned will offer for sale at Public Auction at the Court House Door in the city of Annapolis

ON WEDNESDAY, MARCH 21, 1945 at 10 A.M.

All that lot of ground on the corner of 1st Street and Severn Ave.,Eastport,wherein John Gunning lived for years said property having a frontage on the north side of First Street of 164 feet, more or less, and an even depth of 85 feet, more or less. Being the remainder of the property originally purchased by John Gunning from the Mutual Building Association by deed dated the 27th day of November, 1877 and recorded among the Land Records of Anne Arundel County in Liber S. H. No.12 folio 110.

TERMS OF SALE: A deposit of Five hundred ($500) Dollars shall be required of the purchaser on the day of sale. Balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6% from the day or sale. Taxes, water rent etc. to be adjusted to the day of sale.

For further particulars apply GEORGE B. WOELFEL, Trustee, 9-11 School Street Auctioneer WILLIAM B. ELLIOTT.

M.-20

March 21st, 1945.

I hereby certify that upon this 21st day of March, 1945, I sold the above described property unto Frederick C. Gilmer & Lottie Gilmer, his wife, at and for the sum of Thirty-Six Hundred ($3600.00) Dollars, they being at that figure the highest bidders therefore. Witness my hand and seal.

William B. Elliott (Seal)

Auctioneer

We hereby certify that upon this 21st day of March, 1945, we purchased from George B. Woelfel, Trustee, the property described herein, at and for the sum of Thirty-Six hundred ($3600.00) Dollars and we do hereby agree to comply with the terms of said sale. Witness our hands and seals.

Lottie C. Gilmer (SEAL)

F. C. Gilmer (SEAL)

Purchasers.

Filed March 21, 1945

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee, appointed by a decree of this Honorable Court, passed in the above entitled cause, dated the 20th day of February, 1945, tomake 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 the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the said City, on the 21st day of March, 1945, at 10 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, situate in the Second Election District of Anne Arundel County, in the Village of Eastport, and described as follows: All that lot of ground located in the Village of Eastport, Anne Arundel County, designated on a plat thereof made by John Duvall, Esq., Surveyor, on September 30th, 1868, as Lot No. 230 and situate at the corner of First Street, formerly Sixth Street, and Severn Avenue, fronting 85 feet on said Severn Avenue and 164 feet on said First Street, formerly Sixth Street, being a rectangular lot 85 feet by 164 feet. Being the same lot of ground which was conveyed unto Catherine Gunning by John Gunning, widower, by deed dated the 5th day of October, 1899, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 15, folio 450, and being a part of the same property which was conveyed unto John Gunning by the Mutual Building Association of Annapolis, Anne Arundel County, Md., by deed dated the 27th day of November, 1877, and recorded among the aforesaid Land Records in Liber S.H. No.12, folio 110.

And your Trustee sold the above described property unto Frederick C. Gilmer and Lottie Gilmer, his wife, at and for the sum of Thirty-Six Hundred ($3600.00) Dollars, they being at that figure the highest bidders therefor, the terms of said sale being a deposit of Five Hundred Dollars, balance to be paid in cash upon the ratification of the sale.

Respectfully submitted,

George B. Woelfel, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 21st day of March, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public.

Filed 21 March, 1945

ORDER NISI

Ordered, this 21st day of March, 1945, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of April next.

The report states that the amount of sales to be $3600.00

John H. Hopkins, 3rd, Clerk

Filed 21 March, 1945

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 9, 1945.

We hereby certify, that the annexed Ord r Nisi Eq. 8791 JOHN GUNNING, JR.,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 23rd day of April 1945. The first insertion being made the 22nd day of March, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By H. White

Filed April 23, 1945

FINAL ORDER

ORDERED BY THE COURT, This 24th day of April, 1945 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 commission and such proper expenses as he shall produce vouchers for the Auditor.

James Clark -

Filed 24 April, 1945.

PETITION TO RESCIND SALE AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of FREDERICK C. GILMER and LOTTIE GILMER, his wife, purchasers as hereinafter set forth, respectfully represents unto Your Honors:

FIRST: That they became the purchasers of the property described in the proceedings filed herein at public sale from George B. Woelfel, Trustee, on March 21, 1945, at and for the sum of $3.600.00, on which a deposit of $500.00 was made, in accordance with the terms of sale provided by this Honorable Court.

SECOND: That said sale was finally ratified on April 24, 1945; and the trustee has offered to execute a deed to your petitioners for the same.

THIRD: That an examination of the facts surrounding the aforesaid public sale,of the papers filed in these proceedings,and of the title discloses to your petitionets that said sale was improperly conducted, that the proceedings were incomplete, and the title not marketable for the following reasons:

A. That collateral inheritance taxes are due and outstanding in the estate of Andrew Gunning, a party in interest, who died intestate on November 29, 1939.

B. That direct inheritance taxes are due and outstanding in the estate of John James Gunning, a party in interest, who died intestate on February 3, 1944.

C. That the following claims filed in the estate of the said John James Gunning are unpaid:

1.	Emory Bowen	$ 17.60
2.	Clara Moyer	189.00

D. That the testimony filed in these proceedings discloses that the said John James Gunning, deceased, left surviving him "several other children who have since died," in

addition to those joined herein as defendants. No reference was made to their marital status; and your petitioners are unable to determine whether or not they left surviving spouses or heirs, who should have been made parties to these proceedings.

E. That there is outstanding a judgment in favor of the General Motors Acceptance Corporation against John J. Gunning, a party in interest, in the amount of $177.65, with interest, costs and attorney's fees, dated June 12, 1933.

F. That there is outstanding a judgment in favor of The United States against John Gunning, a party in interest, in the amount of $1,500.00, with interest and costs, dated April 1, 1937.

G. That the trustee did not disclose these judgments and other liens to your petitioners, nor did he sell said property subject to the same.

H. That the aforesaid trustee was not present at the time of the sale to disclose that this property was subject to the judgments and liens above set forth.

I. That the aforesaid trustee has neglected to file a military affidavit for the defendants against whom a decree pro confesso was obtained.

WHEREFORE, your petitioners are advised that the title to the above-described property is not good and marketable; that the proceedings are defective; and that should they accept a deed to the same, they would be obliged to satisfy the aforesaid liens, in addition to the payment of the purchase price; and furthermore, they would subject themselves to the claims of any undisclosed parties having any interest therein and would be forced to expend considerable money in defending their title.

TO THE END, THEREFORE:

(1) THAT the public sale made to them on March 21, 1945, be rescinded.

(2) THAT the trustee be required to refund to them the deposit made on the purchase price.

(3) AND for such other and further relief as their case may require.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of May, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared FREDERICK C. GILMER and LOTTIE GILMER, his wife, and made oath in due form of law that the matters and facts alleged in the foregoing petition are true to the best of their knowledge and belief.

(Notarial Seal) Grace R. Hartge

Notary Public.

Filed May 17, 1945.

ORDER OF COURT

ORDERED this 17th day of May, 1945, by the Circuit Court for Anne Arundel County in Equity that George B. Woelfel, Trustee, show cause within 20 days from this date why the relief prayed in the above petition should not be granted, provided a copy of the petition and order be served on the said George B. Woelfel, Trustee, on or before the 22nd day of May, 1945.

James Clark, Judge.

Filed May 17, 1945.

Service of copy admitted this 17th day of May, 1945.

George B. Woelfel, Trustee.

17 May, 1945, Order of Court filed.

Order of Court over-ruling Demurrer

The Demurrer to the Petition to Rescind Sale, coming on for hearing and beging 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 over-ruled with leave to George B. Woelfel, Esq., Trustee, to answer said petition, provided he does so within ten days.

James Clark, Judge

Filed June 1st, 1945

ANSWER OF TRUSTEE TO PETITION TO RESCIND SALE

To the Honorable, the Judge of said Court:

The answer of George B. Woelfel, Trustee, to the petition to rescind the sale, respectfully shows:

1.

That your Respondent admits the allegation contained in paragraph one of said petition.

2.

That your Respondent admits the allegation contained in paragraph two of said petition.

3.

Your Respondent answering paragraph three says:

(a) That he admits that collateral inheritance taxes are due by the estate of John Gunning but avers that the said amount can be ascertained and deducted from the proceeds of sale by the purchasers provided they give the Trustee a receipt therefor.

(b) That he admits that direct inheritance taxes are due by the estate of John Gunning but avers that the said amount can be ascertained and deducted from the proceeds of sale by the purchasers provided they give the Trustee a receipt therefor.

(c) That the said claims of Emory Bowen and Clara Moyer have been paid.

(d) This Respondent denies that there are any other children of John Gunning, deceased, other than those named as parties in the proceedings.

(e) That the judgment of the General Motors Accetance Corporation against John Gunning is not a lien against John Gunning in view of the fact that the said judgment is now outlawed by limitations.

(f) That the Judgment in favor of the United States against John Gunning has been marked "Satisfied".

(g) That there are no liens other than for taxes on the property sold by the Trustee and his averment in the advertisement that taxes would be adjusted as of the day of sale was sufficient.

(h) The Trustee admits the allegation contained in paragraph "h" but further answering states that there were no judgments and liens necessary for him to announce at the time of the sale and that the said Exceptants knew the said Trustee was not present and is estopped to deny the same.

(i) That the Trustee has filed the military affidavit.

And having answered said exceptions as fully as he is advised is necessary he prays that the same may be dismissed and that the order ratifying the sale may stand confirmed.

And as in duty bound, etc.

GEORGE B. WOELFEL, Trustee.

Filed June 14, 1945

MILITARY AFFIDAVIT

State of Maryland, Anne Arundel County, Sct:

I, George B. Woelfel, being duly sworn, do depose and say:

1. That I am a resident of the City of Annapolis, State of Maryland.

2. That on behalf of the Plaintiffs in the above entitled case, I made an investigation for the purpose of determining whether Marie Desmond, Catherine Schaeffer, Bertha Krause and Gordon Eades, the defendants in said case (hereinafter called "said Defendants") are in the military service of the United States of America 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 the said George B. Woelfel knows that Marie Desmond, Catherine Schaeffer and Bertha Krause are not in the military service of the United States but that the whereabouts of Gordon Eades are unknown and your Affiant has conversed with one of his sisters in an effort to learn of his whereabouts and has been unable to find out and consequently is not in a position to make an affidavit as to whether or not he is in the military service.

Subscribed and sworn to before me, a Notary Public, this 9th day of June, 1945.

George B. Woelfel , Affiant

(Notarial Seal)

Mary M. Hoff, Notary Public

Filed June 14, 1945.

MILITARY AFFIDAVIT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

STATE OF MARYLAND, Anne Arundel County, Sct:

I, George B. Woelfel, being duly sworn, do depose and say:

(1) That I am a resident of Annapolis in the State of Maryland.

(2) That on behalf of the Plaintiffs in the above entitled case, I made an investigation for the purpose of determining whether George Vogel, 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.

(4) That said Defendant is in the military service of the United States as defined in the above named Acts or the amendments thereto,-- --- that he has not been discharged from any such military service within 60 ° days prior to the date of this

affidavit;---

Subscribed and sworn to before me, a Notary Public, this 9th day of June, 1945.

George B. Woelfel, Affiant

(Notarial Seal)

Mary M. Hoff, Notary Public.

° Thirdy days when plaintiff seeks to have judgment entered after default in appearance: sixty days when plaintiff orders an execution.

Filed June 14, 1945

AFFIDAVIT OF ANDREW J. GUNNING

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 20th day of July, 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 Andrew J. Gunning who made oath in due form of law that he knew John J. Gunning who was his uncle and who died in February 1944; that his uncle had three children, one of whom is John Gunning, Jr., who is now living in Los Angeles, California; a daughter Helen Gunning Brown who lived in Washington, D. C., but whose husband was taken as a Japanese prisoner and who has now moved somewhere along the West Coast and Kate Gunning whose right name was Katherine Gunning. She originally entered a convent and left the same about 1939. Katherine died somewhere in the upper state of New York about 1942 being unmarried and leaving no children. As a matter of fact when Katherine left the convent, in my judgment, she had passed that state of health where she could have children because of her age.

Andrew J. Gunning, Affiant

Witness my hand and seal Notarial

(Notarial Seal)

Mary M. Hoff, Notary Public

Filed July 23, 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 September 13, 1945.

All of which is respectfully submitted

LAURA R. JICKLING, AUDITOR.

Dr. John Gunning,Jr., et al vs Marie Desmond, et al in ac. with

To Trustee for Commissions	138.61	
To Trustee for Fee (Order 9/7/45)	300.00	438.61
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	35.50	
Auditor - stating this account	27.00	72.50
To Trustee for Expenses, viz:		
Capital-Gazette Press -Order of publication	92.00	
Capital-Gazette Press - advertising sale	26.00	
Capital-Gazette Press - notice to creditors	5.00	
Capital-Gazette Press - hands bills	5.50	
Capital-Gazette Press - Order Nisi(Sale)	5.00	

Capital- Gazette Press - Order Nisi (Acct).	5.00	
Eagle Indemnity Co.- bond premium	16.00	
John S. Strahorn- examiner's fee	8.00	
Juliet D. Strahorn- stenographer	4.50	
Wm. B. Elliott - auctioneer's fee	15.00	
Register of Wills -certified copies	5.50	
Clerk of Court - certified copy of deed	1.50	
Mary M. Hoff - notary fees	3.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	1.80	
		196.00
To Trustee for taxes, viz:		
1945 State & County taxes ($54.55- adjusted to day of sale)		16.82
To Trustee for Benefit Charges, viz:		
1945 Water Main & Sewer Benefit Charge- $18.96 - adj. to day of sale)		5.85
BALANCE FOR DISTRIBUTION TO HEIRS AT LAW OF ANDREW GUNNING-	$2890.62	
Distributed as follows:		
To John Gunning-brother who survived Andrew Gunning -one-third	$963.54	
Less 7½ collateral inheritance tax	72.26	
Balance for distribution to heirs of John Gunning	$981.28	
Distributed as follows:		
To John Gunning,Jr. son - one-half	$445.64	
Less 1% direct inheritance tax	4.46	441.18
To Helen G. Brown, daughter- one-half	$445.64	
Less 1% direct inheritance tax	4.46	441.18
To Andrew J. Gunning,nephew- one-sixth	$481.77	
Less 7½% collateral inheritance tax	36.13	445.64
To George Vogel,grandnephew- one-twelfth	$ 240.88	
Less 7½% collateral inheritance tax	18.06	222.82
To Marie Desmond, grandniece - one-twelfth	$ 240.89	
Less 7½% inheritance tax	18.07	222.82
To Elizabeth Wheeler,niece- One-fifteenth	$ 192.71	
Less 7½% collateral inheritance tax	14.45	178.26

J.H.H. #62 Equity

To Mary A. Lewis, niece -		
one-fifteenth	$ 192.71	
Less 7½% collateral inheritance tax	14.45	178.26
To Catharine Donahue, niece -	$	
One-fifteenth	192.71	
Leee 7½% Collateral inheritance tax	14.45	178.26
To Elizabeth B. Ford,grandniece-1/90		32.12
To Robert F. Brown,grandnephew -1/90		32.12
To Annie Melhorne,grandniece - 1/90		32.12
To Gladys Gebhardt,grandniece - 1/90		32.12
To Mary Jones, grandniece - 1/90		32.12
To John Brown, Jr.,grandnephew - 1/90		32.11
To Catherine Schaeffer,grandniece - 1/45		64.23
To Gordon Eades, grandnephew - 1/45		64.23
To Bertha Krause, grandniece - 1/45		64.24
To R. Glenn Prout, Register of Wills -		
Collateral Inheritance taxes of 7½% due		
by estate of Andrew Gunning	187.87	
Direct inheritance taxes of 1% due by		
Estate of John Gunning	8.92	
		2,890.62
		3,620.40

with	George B. Woelfel		Cr.
1945			
Mar. 21	Proceeds of Sale	3,600.00	
	Interest on deferred payment	20.40	3,620.40
			3,620.40

ORDER NISI

ORDERED, This 14th 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 16th 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 16th day of October next.

John H. Hopkins, 3rd, Clerk.

Filed September 14, 1945

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 8, 1945

We hereby certify, that the annexed Order Nisi JOHN GUNNING,JR. 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 16th 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. 16, 1945

J.H.H. #62 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 17th day of October, 1945, that the aforeoing 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 proportionof interest as the same has been or may be received.

James Clark

Final Order filed 17 October, 1945

IN THE MATTER OF THE SALE OF	:	NO. 8870 EQUITY
THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	OF
HOLLAND POINT REALTY COMPANY,	:	ANNE ARUNDEL COUNTY.
a body corporate.	:	MD. STATE STAMP $2.10

M O R T G A G E

THIS MORTGAGE, made this 12th day of December, in the year Nineteen Hundred and Thirty-nine, by and between the Holland Point Realty Company, a body corporate, organized and existing under the laws of the State of Maryland, hereinafter referred to as the party of the first part, and Ashby Williams and Horace S. Whitman, hereinafter referred to as the parties of the second part;

WHEREAS, the said party of the first part is now justly indebted to Ashby Williams in the sum of Seven Hundred Dollars ($700.00), and Horace S. Whitman in the sum of Fourteen Hundred Dollars ($1,400.00) for services rendered, and has executed its note, dated the 1st day of July, 1939, to the said Ashby Williams for Seven Hundred Dollars ($700.00), and a second note, dated the 1st day of July, 1939, to the said Horace S. Whitman in the sum of Fourteen Hundred Dollars ($1,400.00), to be paid on the 30th day of June, 1941, to secure the payment of which sums these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That, in consideration of the premises and of the sum of One Dollar, ($1.00), the said party of the first part does hereby grant and convey unto the said Ashby Williams and Horace S. Whitman, their heirs and assigns, 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 Lots Nos, 12, 13 and 14 of Block 12, Lots Nos. 12 and 13 of Block 13, and Lots Nos. 11 and 12 of Block 15, 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 references is given to the chain of title to said property; the complete fee simple title to said property having become vested in 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, and conveyed by said

by said Gibbs L. Baker and Caroline P. Baker, his wife, to the Grantor by fee simple deed dated the 14th day of August, 1934, and recorded F.S.R. 132 Folio 218.

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 Ashby Williams and Horace S. Whitman, their heirs and assigns, forever 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 Grantor; no spirituous or malt liquor 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 fifteen feet of the front line of said property.

3. Said property, or any building erected thereon, shall not be occupied by any negro or any person of negro extraction, or any person of African descent, except as servants or other employees.

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, as 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 the grantor.

PROVIDED, that if the said Holland Point Realty Company, or its assigns, shall well and truly pay, or cause to be paid, to the said Ashby Williams the aforesaid sum of Seven Hundred Dollars ($700.00), and to the said Horace S. Whitman the aforesaid sum of Fourteen Hundred Dollars ($1,400.00), when and as the same shall become due and payable, and shall perform all the covenants herein on its part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Holland Point Realty Company, or its 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 the said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt the said Holland Point Realty Company, for itself and assigns, does hereby covenant to pay when legally demandable, BUT if default be made in the payment of the said money 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 to be due and demandable; and it shall be lawful for the said Ashby Williams and Horace S. Whitman, or either of them their or his assigns, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the said debt, 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 the said sale shall be made after giving twenty days notice of the

time, place, manner and terms of sale in some newspaper printed or published in said Anne Arundel County; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale shall be applied,first, to the payment of all expenses incident to such sale, including a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagees, their personal representatives and assigns, under this mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, or its assigns, or to whosoever may be entitled to the same.

AS WITNESS the corporate seal of the said Holland Point Realty Company and the signature of Gibbs L. Baker, Jr., the President thereof, the day and year first above written.

HOLLAND POINT REALTY COMPANY

By Gibbs L. Baker, Jr.,

President.

(Corporate Seal)

Attest:

Caroline P. Baker, Secretary.

DISTRICT OF COLUMBIA : SS

I Hereby Certify that on this 13th day of December, 1939, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Gibbs L. Baker, Jr., President of the Holland Point Realty Company, mortgagor in the foregoing mortgage, and acknowledged the foregoing mortgage to be the act and deed of the Holland Point Realty Company; and also at the same time personally appeared before me Horace S. Whitman, one of the within named mortgagees, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

S. A. Gentry

(Notarial Seal)

Notary Public, D . C.

Filed May 31, 1945.

B O N D

Maryland Form Bond- Sale of Real Estate BOND No. 297556

GLENSFALLS INDEMNITY COMPANY - GLENSFALLS, NEW YORK

KNOW ALL MEN BY THESE PRESENTS:

THAT We, WILLIAM J. MCWILLIAMS, as Principal, and GLENSFALLS INDEMNITY COMPANY, a body corporate 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 TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this fifteenth day of June nineteen hundred and forty-five

WHEREAS, by virtue of a power of sale contained in a mortgage from Holland Point Realty Company, a body corporate, to Ashby Williams and Horace S. Whitman,bearing date on or about the twelfth day of December nineteen hundred and thirty-nine the

said WILLIAM J. MCWILLIAMS is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said WILLIAM J. MCWILLIAMS by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden WILLIAM J. MCWILLIAMS do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

William J. McWilliams (SEAL)

Helen E. Tyler

GLENS FALLS INDEMNITY COMPANY

(Corporation Seal)

Fred E. Voges, Attorney in Fact.

Approved this 21st day of June, 1945.

John H. Hopkins, 3rd, Clerk.

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage claim of Ashby Williams and Horace S. Whitman, under the Mortgage to them from Holland Point Realty Company, dated December 12, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 211, Folio 338, said Mortgage being in default.

Principal amount due to Ashby Williams	$ 700.00
Interest to June 26, 1945	167.42
	$ 867.42
Principal amount due to Horace S.Whitman	$1,400.00
Interest to June 26, 1945	334.83
	$1,734.83
Taxes paid by Horace S. Whitman	281.05
	$2,015.88

Horace S. Whitman,

One of the Mortgagees

DISTRICT OF COLUMBIA, to-wit:

I Hereby Certify that, on this 22nd day of June, 1945, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared HORACE S. WHITMAN, one of the Mortgagees, and made oath in due form of law that the foregoing is a true statement of the amount remaining due him and Ashby Williams on their mortgage claim described herein, and that they have not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

WITNESS my hand and Notarial Seal.

(Notary Seal) Margaret H. Ready, Notary Public.

Filed June 25, 1945

AUCTIONEER'S AND PURCHASER'S CERTIFICATES

GEORGE W. SCIBLE, ...AUCTIONEER

ASSIGNEE'S SALE of valuable FEE SIMPLE PROPERTY

SITUATE IN THE EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

ooo

By virtue of the power contained in a mortgage from Holland Point Realty Company, a body corporate, to Ashby Williams and Horace S. Whitman, dated December 12,1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 211, folio 338, and duly assigned to William J. McWilliams, for the purpose of foreclosure (default having occurred thereunder), the undersigned Assignee will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on TUESDAY, JUNE 26, 1945 at 11:00 O'clock A.M., the following property, consisting of three unimproved parcels of land described as follows:

The first consists of Lots 12, 13 and 14, of Block 12, on the plat of North Beach Park, a re-division of Holland Point Addition to North Beach, recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 32, folios 30 and 70 (Cabinet No. 1, Rod I, Plat 10).

The second consists of Lots 12 and 13, of Block 13, on the aforesaid plat.

The third consists of Lots 11 and 12 of Block 15, on the aforesaid plat.

Each of the above mentioned 3 parcels of land will be sold separately.

TERMS OF SALE: A deposit of seventy-five ($75.00) dollars will be required of the purchaser or purchasers of each one of the above mentioned three parcels of land at the time of sale, and 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 the 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, Assignee,
Church Circle,Annapolis, Md.

I Hereby Certify that I have this 26th day of June, 1945, sold the property firstly described herein to Horace S. Whitman at and for the sum of Seventy-five (75.00)_; he being at that figure the highest bidder therefor; and I hereby further certify tthat said sale was fairly made.

Geo. W. Scible, Auctioneer

I, Horace S. Whitman hereby certify that I have this 26th day of June, 1945, purchased the property secondly described herein from William J. McWilliams,Assignee, at and for the sum of Seventy-five ($75.00)_ and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Horace S. Whitman (Seal)

Filed June 29", 1945

I hereby certify that I have this 26th day of June, 1945, sold the property secondly described herein to Horace S. Whitman at and for the sum of Seventy-five (75.00)_, he being at that figure the highest bidder therefor; and I hereby further certify that the sal was fairly made.

Geo. W. Scible, Auctioneer.

I, Horace S. Whitman hereby certify that I have this 26th day of June 1945, purchased the property secondly described herein from William J. McWilliams,Assignee, at and for the sum of Seventy-five (75.00)_, and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Horace S. Whitman, (SEAL)

Filed June 29, 1945.

I, HEREBY CERTIFY, that I have this 26th day of June, 1945, sold the property thirdly described herein to Horace S, Whitman at and for the sum of $75.00 Seventy-five_ he being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I Horace S. Whitman hereby certify that I have this 26th day of June, 1945, purchased the property thirdly described herein from William J. McWilliams,Assignee, at and for the sum of Seventy-five (75.00)_ and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Horace S. Whitman. (SEAL)

Filed June 29, 1945.

REPORT OF SALE

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

ooo

The Report of Sale of William J. McWilliams, Assignee of the Mortgaged filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a Mortgage from Holland Point Realty Company, dated December 12, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 211, Folio 338, the said William J. McWilliams, as the Assignee of said Mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, 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, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, June 26, 1945, at 11:00 o'clock, A.M., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale at public auction; and the said William J. McWilliams, Assignee as aforesaid, then and there sold the property to Horace S. Whitman, for the sum of $75.00 for each of the 3 parcels hereinafter described, he being at that figure the highest bidder therefor, the said property consisting of three (3) unimproved parcels of land described as follows:

The first consists of Lots Nos. 12, 13 and 14, of Block 12, on the Plat of North Beach Park, a re-division of Holland Point Addition to North Beach, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 32, Folios 30 and 70 (Cabinet No. 1, Rod I, Plat 10).

The second consists of Lots Nos. 12 and 13, of Block 13, on the aforesaid Plat.

The third consists of Lots Nos. 11 and 12, of Block 15, on the aforesaid Plat.

Lots Nos. 12, 13 and 14, of Block 12, and Lot No. 13, of Block 13, and Lots Nos. 11 and 12, of Block 15, on the aforesaid Plat, being a part of the same property which was conveyed to Holland Point Realty Company by Gibbs L. Baker and wife, by deed dated August

14, 1934, and recorded among the Land Records of Anne Arundel County in LiberW.M.B. No. 132, Folio 218; Lot No. 12, of Block 13, on the aforesaid Plat, being a part of the same property which was conveyed to Holland Point Realty Company by Gibbs L. Baker and wife dated August 15, 1934, and recorded among the aforesaid Land Records in Liber W.M.B. no. 13, Folio 386.

2. And the said Assignee further reports that he has received from the purchaser the deposit of Two Hundred and Twenty-Five ($225.00) 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 Seventy-Five ($75.00) Dollars will be required of the purchaser or purchasers of each one of the above mentioned three parcels of land at the time of sale, and 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 the 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

Assignee

State of Maryland)
) ss.
County of Anne Arundel)

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, Assignee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Helen E. Tyler,

(Notarial Seal)

Notary Public.

Filed June 29, 1945

ORDER NISI

Ordered, this 29th day of June, 1945, That the sale of the property mentioned in these proceedings made and reported by William J. McWilliams, Assignee 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 pub - lished 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 $225.00.

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 & SALE Holland Point Realty Co. 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.

No. MG 1445 By D. Hart

Filed 31 July, 1945

FINAL ORDER

ORDERED BY THE COURT, This first day of August, 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.

James Clark - (judge)

Filed 1 August, 1945

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT

ooo

Annapolis, Md. July 30, 1945

We hereby certify, that the annexed Assignee's Sale Ashby Williams was published in EVENING CAPITAL a newspaper published in the City of Annepolis, Anne Arundel County Maryland, once a week for 2 successive weeks before the 26th day of June, 1945. The first insertion being made the 1st day of June, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Hart

Filed July 31, 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 states the within account. August 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 Holland Point Realty Company, a body corporate in ac.

To Attorney for Commissions		15.75
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	15.00	
Capital-Gazette Press - handbills order nisi on	5.50	
Capital-Gazette Press - report of sale order nisi on	5.00	
Capital-Gazette Press - Auditor's acct.	5.00	
Glenns Falls Indemnity Co -bond premium	10.00	
George W. Scible -auctioneer's fee	11.00	
Clerk of Court -Recording assignment	.75	
Helen E. Tyler - notary fee	.50	

J.H.H. #62 Equity

One-half Federal revenue stamps	.38	
One-half State revenue stamps	.20	53.33
To Attorney for taxes, viz:		
1940-1944 State and County taxes (paid by		
H.S.Whitman to redeem property from tax sale)	251.61	
1945 State & County taxes ($29.44-adj.)	14.27	265.88
		372.71
Amount of mortgage claim of Ashby Williams,		
subject to decree in personam	867.42	867.42
Amount of mortgage claim of Horace S. Whitman,		
subject to decree in personam	1,734.83	
Plus amount of deficit from payment of		
1940-1944 taxes	147.71	1,882.54

with William J. McWilliams, Assignee Cr.

1945	
June 26 Proceeds of Sale	225.00
AMOUNT OF DEFICIT	147.71
	372.71

Filed August 29, 1945

ORDER NISI

ORDERED, This 29" 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 31st 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 31st day of September next.

John H. Hopkins, 3rd, Clerk.

Filed August 29, 1945.

CERTIFICATE OF PUBLICATION

ORDER NISI ON AUDITOR'S ACCOUNT

Annapolis, Md. October 2, 1945

We hereby certify that the annexed ORDER NISI HOLLAND POINT REALTY__ was published in MARYLAND GAZETTEa newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 31st day of September, 1945. The first insertion being made the 6th day of September, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

Filed Oct. 3, 1945.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 4th day of October, 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 (Judge.)

Filed 4 October, 1945.

IN THE MATTER	:	No. 6276 Equity
OF	:	IN THE CIRCUIT COURT
EDWARD G. MUTH,	:	FOR
LUNATIC	:	ANNE ARUNDEL COUNTY.

PETITION AND ORDER OF COURT THEREON.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Adelia Parrish Muth, through her attorney, Henry J. Tarantino, respectfully represents:

1. That on June 24th, 1932, Edward G. Muth, husband of your Petitioner was by the Circuit Court for Anne Arundel County, in Equity, adjudged insane and the said Adelia Parrish Muth was appointed in the said proceedings, Committee of his person and estate.

2. That on April 13th, 1932, a deed of conveyance of an unimproved lot of ground situated in Eastport, Anne Arundel County, Maryland, was made to the said Adelia Parrish Muth by Edwin E. Rater, widower, and John R. Parrish, single; which a certified copy of said deed is filed herein and marked "Exhibit A".

3. That the said Adelia Parrish Muth is desirous of entering into a Contract of Sale, as Seller for the disposition of the said hereinbefore real estate at and for the purchase price of Eight hundred ($800.00) dollars.

4. That because of the inability of her husband, the said Edward G. Muth to enter into the said Contract of Sale; it becomes necessary that an Order of Court be passed herein permitting the said Adelia Parrish Muth to sell and dispose the said realty in her behalf and in behalf of her said husband, as Committee, who has a one-third inchoate right of dower in said property.

5. That the sale of said property at its present day valuation will be advantageous to your petitioner and to her said husband, Edward G. Muth, Lunatic.

Wherefore, your Petitioner prays:

(1)

That an Order of Court will be passed herein, permitting the said Adelia Parrish Muth to enter into a Contract of Sale, as Seller, to dispose and sell the within mentioned property, as exhibited by the certified copy filed herein, for and at the price of $800.00 and that from the proceeds thereof a one-third dower interest of the said Edward G. Muth, Lunatic be set aside by your Petitioner, as Committee, for his benefit.

(2)

That upon the filing of a final account of said sale, this Honorable Court will pass an Order of Ratification of said sale in further completion of a deed of conveyance by your petitioner.

(3)

That your petitioner may have such other and further relief as her case may require.

As in duty bound, etc.

ADELIA PARRISH MUTH

Petitioner.

Henry J. Tarantino

Attorney for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 10th day of October,1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid personally appeared Adelia Parrish Muth, the above named petitioner and made oath in due form of law, that the matters and facts as set forth herein are true to her knowledge and belief.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) J. LINDSAY SACREY , NOTARY PUBLIC

Filed October 11, 1946.

ORDER OF COURT

Upon the foregoing Petition, it is ORDERED AND DECREED BY the Circuit Court for Anne Arundel County, in Equity, this 14" day of October, 1946, that Adelia Parrish Muth, Committee of Edward G. Muth, Lunatic, and individually, be and she is hereby empowered and authorized to enter into a contract of sale to dispose and sell all that property located in Eastport, Maryland, as recorded among the Land Records of Anne Arundel County in Liber No. 96, folio 364, for and at the price of $800.00.

And it is further ORDERED AND DECREED that the said Adelia Parrish Muth,Committee of Edward G. Muth, Lunatic make report of said sale to this Court, as required by the rules of this Court, and upon final ratification of said sale and upon receipt of the full purchase price; the said Adelia Parrish Muth shall be authorized to join in the execution of a good and sufficient deed, as Committee for the said Edward G. Muth, Lunatic and indivually, conveying to the purchaser the inchoate right of dower of the said Edward G. Muth, Lunatic.

And it is further ORDERED AND DECREED that the said Adelia Parrish Muth, Committee of Edward G. Muth, Committee of Edward G. Muth, Lunatic, shall set aside and retain one third of the purchase price for the benefit of Edward G. Muth, Lunatic, subject to the further order of this Court.

WILLIAM J. McWILLIAMS,

Judge.

Filed 14 October, 1946

"EXHIBIT A" DEED.

THIS DEED made this thirteenth day of April in the year nineteen hundred and thirty-two, by Edwin E. Rater, widower, and John R. Parrish, single of the first part, and Adelia Parrish Muth, of the second part all of the City of Baltimore, in the State of Maryland, Witnesseth:

THAT for and in consideration of the sum of ten dollars current money in hand paid by the said party of the second part to the said parties of the first part at or before the execution and and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers, other good and valuable considerations them thereunto moving the said Edwin E. Rater and John H. Parrish, have bargained and sold and by

these presents do grant and convey unto the said Adelia Parrish Muth, her heirs and assigns, in fee simple, all their right, title, interest and estate in and to all that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, in the State of Maryland, aforesaid, adjacent to the Village of Eastport, located on the northeast side of a Street laid out on the property of William H. Burns, and described as follows, that is to say:

BEGINNING for the same at the east corner of Chester Avenue extended in a south west direction from the Village of Eastport and said Burnside Street, and running thence in a south east direction with the north east side of Burnside Street for the distance of seventy feet; thence in a northeast direction for the distance of one hundred and sixty feet to an alley twenty feet wide, thence with said alley in a northwest direction for the distance of seventy feet to the south east side of Chester Avenue extended, as aforesaid; thence with said Chester Avenue in a southwest direction for the distance of one hundred and sixty feet to the beginning, being designated as Lot Number thirty-five (35) on a Plat of the property of William H. Burns.

BEING the same property which was conveyed to Hester E. Parrish by William H.Burns and Sarah M. Burns, his wife, by deed dated on the third day of September in the year nineteen hundred and four, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 37 folio 454, the said Hester E. Parrish afterwards having intermarried with one Edwin E. Rater one of the grantors herein and upon her death intestate in the City of Baltimore in the State of Maryland, title to said property vested in the said Edwin E. Rater, surviving husband and John R. Parrish, and Adelia Parrish Muth her children and only heirs at law.

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of her the said Adelia Parrish Muth her heirs and assigns, in fee simple. AND the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the above named grantors on the day and in the year first above written.

Test — Edwin E. Rater (Seal)

Myrtle Sturm. — John R. Parrish (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this thirteenth 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 Anne Arundel County aforesaid personally appeared Edwin E. Rater and John R. Parrish and they acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal Notarial.

Myrtle Sturm

(Notarial Seal) Notary Public.

Recorded April 14, 1932, at 10:30 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. 96, folio 364, 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 2nd day of October, A. D. 1946.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed Oct. 11, 1946

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Adelia Parrish Muth, Committee for Edward G. Muth, Lunatic, appointed by a decree of this Court, passed in the above entitled cause dated the 14th day of October, 1946 to make sale of certain real estate therein mentioned, respectfully shows:

1. That the said Adelia Parrish Muth, Committee for Edward G. Muth, Lunatic reports that she sold the property mentioned in these proceedings, and referred to in Petitioners "Exhibit A" to Melvin R. Howard, Jr., and Pauline Howard, his wife, at and for the sum of Eight Hundred ($800.00) dollars; said property being located in Eastport, Maryland.

Respectfully submitted

Adelia Parrish Muth (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, that on this 5th day of November, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Adelia Parrish Muth, Committee for Edward G. Muth, Lunatic, named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of her knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and seal Notarial.

J. Lindsay Sacrey

(NOTARIAL SEAL) Notary Public

My Commission expires May 7, 1947.

Filed November 6, 1946.

PETITION AND ORDER OF RATIFICATION OF SALE TOGETHER WITH ORDER TO CONVEY, ETC.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

I.

That in accordance with an Order of this Court, your Petitioner, Adelia Parrish Muth, entered into a Contract of Sale on the 19th day of October, 1946, to sell and dispose certain real estate, as shown by a certified copy of deed filed in these proceedings and marked Exhibit A, to Melvin R. Howard, Jr. and Pauline Howard, his wife at and for the sum of Eight Hundred dollars ($800.00).

2.

That on the 6th day of November, 1946, a Report of Sale of said property was filed in these proceedings.

3.

That the said Adelia Parrish Muth is now ready to join in the execution of a good and sufficient deed, as Committee for the said Edward G. Muth, Lunatic and individually conveying to the said purchasers the inchoate right of dower of the said Edward G.Muth, Lunatic.

WHEREFORE, your Petitioner prays this Court to fully ratify the said Report of Sale and to authorise her as Committee of the person and estate of Edward G. Muth to join in a deed from herself individually, thereby conveying to said Melvin R. Howard,Jr., and Pauline Howard, his wife, her interest and the inchoate right of her husband, the said Edward G. Muth.

And as in duty bound, etc.

ADELIA PARRISH MUTH

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that on this 19th day of November, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Adelia Parrish Muth and she made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

J. Lindsay Sacrey

Notary Public

My Commission expires May 7, 1947.

ORDER OF COURT

ORDERED this 20 day of November, 1946, by the Circuit Court for Anne Arundel County, in Equity, that the sale made and reported by Adelia Parrish Muth, be and the same is hereby Ratified and Confirmed and it is further ORDERED that the said Adelia Parrish Muth be and she is hereby authorized and empowered to unite with herself individually, as Committee of the person and estate of Edward G. Muth, Lunatic, in a deed to Melvin R. Howard Jr., and Pauline Howard, his wife, conveying to them the fee simple title in and to the lot of ground located on corner of Chester and Burnside Avenues in the Village of Eastport, Maryland, as described in the certified copy of deed filed in these proceedings.

William J. McWilliams

Judge.

Filed November 20, 1946.

For previous proceedings in this case see No.6276 Equity No.J.H.No. 48-Folio 186 to 190, &c.

IN THE MATTER OF THE	:	NO. 8918 EQUITY
SALE OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
CLARENCE MERRITT.	:	ANNE ARUNDEL COUNTY.

CERTIFIED COPY OF MORTGAGE, etc.

THIS MORTGAGE, Made this 10th day of December, in the year nineteen hundred and twenty-nine between Clarence Merritt, unmarried, of Baltimore City, in the State of Maryland, Mortgagor, and the Rotary Building and Loan Association, Inc., a body corporate, duly incorporated under the Laws of Maryland, Mortgagee.

Whereas, the said Mortgagor, being a member of the said body corporate has received from said corporation a loan or advance of Three hundred and twelve ($312.00) Dollars, upon his three shares in said Association, upon the condition that a good and effectual mortgage be executed to secure the repayment thereof and the payment of interest thereon,

and other proper charges as hereinafter set forth. wherefore these presents are executed.

Now, therefore, This Mortgage Witnesseth, that for and in consideration of the premises and of the sum of one dollar, the said Clarence Merritt does grant and convey unto said Rotary Building and Loan Association, Inc., its successors and assigns, all that lot or parcel of ground described as follows, viz:

All that lot or parcel of ground located about one mile from Annapolis Junction, in the Fourth Election District of Anne Arundel County, Maryland, containing fifteen (15) acres, more or less, which is bounded on the north by the outlines of the whole tract, as conveyed to the above named Louis Roth by Ridgely P. Melvin, by deed dated July 1, 1927; on the west and south by the Little Patuxent River, and on the east by the County Road leading from Little Patuxent River to the Annapolis Junction; being all of the land lying on the northely side of said road, and which is estimated to contain fifteen (15) acres more or less.

Being the same tract which was conveyed unto the above mortgagor by Louis Roth et al by deed dated August 16th, 1927, and recorded among the land records of Anne Arundel County in Liber F.S.R. No. 23, folio 29.

Together with the improvements and appurtenances thereto belonging.

To Have and To Hold the said land and premises with its appurtenances, unto said body corporate, its successors and assigns forever, in fee simple.

If However, the said Mortgagor shall make the payments and perform the covenants herein on his part contained then this mortgage shall be void. And the said mortgagor for himself his heirs, executors, administrators and assigns covenants to repay to the said body corporate, its successors or assigns, the whole of the aforesaid loan, in weekly instalments of Seventy-five cents to be paid on each and every Tuesday until said weekly payments shall equal the amount of said loan. Also, to pay the additional sum of thirty-six cents, on each and every Tuesday as interest on said loan, as required by the constitution and By-Laws of said body corporate. Also, to pay the additional sum of _____or so much more as the mortgagee may from time to time deem necessary, on each and every ____, to be applied by the mortgagee to the payment of all ground rents, water rent and taxes, for which the property hereby mortgaged is or may become changed, including such taxes as may be imposed upon the mortgage debt and interest hereby secured, and the surplus, if any, to be credited upon the principal of said mortgage debt, and the deficiency, if any, to pay upon demand.

Also, to pay all fines that may be imposed upon him by the said mortgagee, in accordance with its constitution and By-Laws. Also, to keep the improvements on the said grounds fully insured from loss by fire in the name and for the use of the mortgagee, and deliver the Insurance Policy unto its possession. All of which covenants shall continue in force, and all said payments shall continue to be made until the said mortgagor shall have fully repaid the said principal, and the interest thereon, as hereinabove specified.

It is agreed that until default be made, the mortgagor shall remain in possession of the mortgaged premises.

It is further agreed that in case any one of the aforesaid installment, shall be

in arrears and unpaid for a period of one months (four weeks), or in case of any default in any condition of this mortgage, such default continuing for one months (four weeks) then the entire mortgage debt hereunder, and all said instalments, shall be deemed due and demandable. And it shall be lawful for the said mortgagee, its successors or assigns, or Thomas E. Barrett, Jr., as its or their duly constituted Attorney at any time after the continuance of such default for one months (four weeks), to sell the property hereby mortgaged, or so much thereof as may be necessary, under the provisions of Section 6 to 22, inclusive, of Article 66, of the Maryland Code of Public General Laws of 1888, or by and other general or special law of the State of Maryland, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or personall representatives or assigns, 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.

The proceeds arising from such sale to be applied first to the payment of all expenses incident to such sale, including a commission to the person making such sale equal to the commission allowed trustees for making sale of property under a decree of court. Sedondly, to the payment of all claims of the said mortgagee under this mortgage,whether the same shall have then matured or not, and the surplus, if any,shall be paid over to said mortgagor his personal representatives or assigns.

Witness the hand and seal of said mortgagor.

Test: Clarence Merritt (SEAL)

Louis Roth

State of Maryland, Baltimore City, To Wit:

I Hereby Certify,that on this 10th day of December, in the year nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Clarence Merritt and acknowledged the aforesaid Mortgage to be his act, and at the same time also appeared before me, Thomas E. Barrett Jr., the Agent of the said body corporate, the Mortgagee aforesaid, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee.

Witness my hand and notarial seal.

(Notarial Seal) Milton J. Duncan, Notary Public.

Recorded December 26, 1929 at 11 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing Mortgage was truly taken and copied from Liber F.S.R. No. 68, Folio 151, 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 August,A.D.1945.

(Corporate seal)

John H. Hopkins, 3rd, Clerk

Baltimore Maryland, August 29th, 1945.

FOR VALUE RECEIVED, the within mortgage is hereby assigned unto Ruth S.Newman. Witness the signature of Thomas E. Barrett, Vice-President of the within Mortgagee,and the corporate seal of said Mortgagee.

J.H.H. #62 Equity.

ROTARY BUILDING AND LOAN ASSOCIATION, INC.,

Witness

By Thomas E. Barrett, Vice President

Frankie Wilson

(CORPORATE SEAL)

Filed September 11, 1945.

AFFIDAVIT OF MILITARY STATUS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that upon this 11th day of September, 1945, before me, the subscriber, a Notary Public in and for the State of Maryland, Anne A rundel County aforesaid, personally appeared RuthS. Newman, Assignee, who being duly sworn,according to law, deposed and said:

That the said Ruth S. Newman is the owner of the mortgaged property described in the mortgage filed in these proceedings, and upon diligent inquiry it has been found that the said Clarence Merritt is not in the Military Service of the United States as defined in the Soldiers and Sailors Civil Relief Act of 1940 and Chapter 710 of the Laws of Maryland, nor has he been in such service within three months prior hereto.

Witness my hand and Notarial Seal. Ruth S. Newman

Frankie W. Wilson,

(Notarial Seal)

Notary Public

Filed Sept. 13, 1945

MORTGAGEE'S or ATTOENEY'S BOND

A Stock Company - Established 1890.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Home Office Baltimore. 4750291

KNOW ALL MEN BY THESE PRESENTS:

That we, Frankie Wilson and Ruth S. Newman 20 E. Lexington Street, Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety,are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND AND 00/100 ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of August in the year of our Lord nineteen hundred forty-five_

Whereas, the above bounden Frankie Wilson and Ruth S. Newman by virtue of the power contained in a mortgage from Clarence Merritt to Rotary Building and Loan Association Inc., etc. bearing date the 10th day of December, 1929 and recorded among the mortgage records of Anne Arundel County in Liber F.S.R. No. 68 Folio 151 and they are 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 Frankie Wilson and Ruth S. Newman do and shall well and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said

mortgaged property, or the proceeds thereof, then the above obligation to be void,otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Frankie Wilson and Ruth S. Newman has hereto set their hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of

Robert A. Wilson, Jr. Frankie Wilson (Seal)

Ruth S. Newman (Seal)

As to Surety: (CORPORATE SEAL) FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D.Wladkowski By H. L. Janness, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS, That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, does hereby constitute and appoint H. L.Jenness its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, duly affixed by its Vice-President and attested by its Assistant Secretary, this 21st day of April,1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(2) (CORPORATE SEAL) BY E. R. NUTTLE

Attest: J. G. YOST Vice-President.

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney. September 11, 1945.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Geo. D. Henry, Assistant Secretary.

Bond Approved, this 19th day of Sept. 1945.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 19", 1945

STATEMENT OF MORTGAGE INDEBTEDNESS

Baltimore, Maryland, September 11, 1945

Estate of Clarence Merritt,

to

Rotary Building & Loan Association, Dr.

Ruth S. Newman, Assignee.

Principal Mortgage, dated December 10, 1929	$312.00
12/31/1933 Total paid account	95.43
Balance due - - - - - - - - - - - -	$216.57
Interest from 12/31/1933 to October 5, 1945 - - - - - - - - - - - - -	220.32
	$436.89

Filed Oct. 2". 1945

J.H.H. #62 Equity

Purchaser's Agreement Auctioneer's Certificate

PURCHASER'S AGREEMENT

The undersigned purchaser hereby certifies that she purchased the property advertised in No. 8918 Equity at and for the sum of Five Hundred Dollars($500.00), of which Three Hundred Dollars ($300.00) have been paid prior to the signing hereof, and I agree to comply with the terms of sale.

Test: Ruth S. Newman (SEAL)

Frankie Wilson. Purchaser.

AUCTIONEER'S CERTIFICATE.

I hereby certify that on this 5th day of October, 1945, I sold the above mentioned property to the purchaser at and for the sum of Five Hundred Dollars ($500.00) and that the sale was fairly made.

Geo. W. Scible - Auctioneer.

Filed Oct. 11, 1945

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Frankie Wilson, Attorney for Assignee of mortgage from Clarence Merritt to the Rotary Building and Loan Association, respectfull_shows:

That after giving bond with approved security and after giving notice of the time, place 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, she did,pursuant to said notice, attend at the Court House door in the City of Annapolis on October 5th, 1945, at 10:00 a.m., and then and there proceeded to sell said real estate, mentioned as follows:

ALL that parcel of ground located about one mile from Annapolis Junction in the Fourth Election District of Anne Arundel County, Maryland, containing fifteen acres, more or less, which is bounded on the north by the outlines of the whole tract, as conveyed to Louis Roth by Ridgely P. Melvin, by deed, dated July 1st, 1927; on the west and south by the Little Patuxent River, and on the east by the county road leading from Little Patuxent River to Annapolis Junction; being all of the land lying on the northerly side of said road, and which is estimated to contain fifteen acres, more or less. Being the same tract which was conveyed in a deed from Louis Roth to Clarence Merritt, dated the 16th day of August, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 23, folio 29, improved by a five room frame dwelling.

That she offered said land and improvements for sale and sold the same to Ruth S. Newman at and for the sum of Five Hundred Dollars (%500.00), she being then and there the highest bidder for said property.

And as in duty bound, etc.

Ruth S. Newman, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I Hereby Certify That on this 19th day of October, 1945, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Ruth S. Newman, Assignee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the above report of sale are true to the

best of her knowledge and belief, and that the said sale was fairly made.

Charles B. Pentz,

(NOTARIAL SEAL)

Notary Public.

Filed Oct. 20, 1946.

P E T I T I O N

To the Honorable, The Judge of Said Court:

WHEREAS, in the above entitled sale Ruth S. Newman is both the vendor and the purchaser, she prays this Court to appoint Frankie Wilson to convey the property to her, upon payment of the purchase price.

Frankie Wilson — Ruth S. Newman, Petitioner

Attorney for Petitioner.

ORDER OF COURT.

ORDERED by the Circuit Court for Anne Arundel County this 23rd day of July,1946, that Frankie Wilson be, and she is hereby, appointed Trustee to convey the aforesaid real estate to the said Ruth S. Newman.

William J. McWilliams

Filed Nov. 16, 1945. Judge.

ORDER NISI ON REPORT OF SALE

Ordered, this 20th day of October, 1945, That the sale of the property mentioned in these proceedings made and reported by Ruth S. Newman, assignee of mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22"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 22nd day of November next.

The report states that the amount of sales to be $500.00

John H. Hopkins, 3rd, Clerk.

Filed October 20, 1945

CERTIFICATE OF PUBLICATION

Annapolis, Md.November 20, 1945

We hereby certify, that the annexed Order Nisi Sale -Equity 8918-Clarence Merritt 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 22nd day of November, 1945. The first insertion being made the 25th day of October, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 2907

By Ellen Cole

Filed Nov. 21, 1945

Final Order of Ratification Report of Sales.

ORDERED BY THE COURT, This 26 day of July, 1946, 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.

William J. McWilliams,

Judge.

Filed 26 July, 1946,

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 Sale of the Mortgaged Real Estate of Clarence Merritt in ac.

To Assignee for Commissions		33.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	23.25	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (Acct.)	5.00	
J. Ramsay Barry & Co - bond premium	10.00	
Geo. W. Scible - auctioneer	10.00	
Clerk of Court - certified copy	3.00	
Clerk of Court - recording assignment	1.75	
F. D. Wilson - notary fees	1.00	
One-half Federal revenue stamps	.28	
One-half State revenue stamps	.25	65.03
To Assignee for Taxes, viz:		
1944 State & County taxes	17.48	
1945 State & County taxes ($15.73-adj)	12.00	29.48
To Ruth S. Newman, Assignee of Mortgage-this balance on account mortgage claim		334.74
		500.00
Amount of mortgage claim filed	436.89	
Cr. Amount allowed as above	334.74	
Balance subject to decree in personam	102.15	

with	Ruth S. Newman, Assignee	Cr.
1945		
Oct. 5	Proceeds of Sale	500.00
		500.00

This page for completion of Merritt case.

J.H.H. #62 Equity

IN THE MATTER OF THE	:	No. 8923 EQUITY
SALE OF THE	:	MD. STATE STAMPS $1.30
MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
EDWARD T. CRISMOND	:	ANNE ARUNDEL COUNTY.

MORTGAGE

THIS MORTGAGE, Made this tenth day of February, in the year one thousand nine hundred and forty-five, Between Edward T. Crismond, divorced, of Anne Arundel County, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance in the sum of THIRTEEN HUNDRED AND TWENTY-FIVE ($1325.00) Dollars:

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five per cent, (5%) per annum in the manner following:

By the payment of TWENTY-FIVE and 02/100 ($25.02) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of March, 1945, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGOR does hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, its successors and assigns in fee simple.

ALL those ten lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots numbered 5288, 5289, 5290, 5291 and 5292; 5328, 5329, 5330, 5331 and 5332 on the plat entitled "Fourth Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," said plat being filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 13 (formerly recorded in Plat Book F.S.R. No. 3 folio 27. Being the same lots of ground which were conveyed to the said Edward T. Crismond by three deeds: (1st) from Warren Smadbeck and Devereaux E. Smadbeck, his wife, dated April 19, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 177 folio 371; (2nd) from Louise C. Davis, divorced, dated April 19, 1938, and recorded among said Land Records in LiberF.A.M.177 folio 366; and (3) from Warren Smadbeck and Devereaux E. Smadbeck, his wife, dated November 2, 1938, and recorded among said Land Records in Liber F.A.M. No.191,folio 446.

TOGETHER with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in any wise appertaining, including all heating, gas and

plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee,its successors and assigns.

Provided, however, if the said Mortgagor, his heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness,together with interest, as herein provided: (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee,its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent.(5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs,personal representatives and assigns,to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns,may demand the immediate repair of said buildings,or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns,to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgage, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, without notice,institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct: (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent,

then the whole of said principal sum shall immediately become due and owing as herein provided: (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenants with the said Mortgagee to pay five per cent (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant,assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto,including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AMD the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses, incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor, for himself, his heirs, personal representatives or assigns, hereby covenants to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, 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 said expenses, costs, and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions,

The said Mortgagor covenants that he will warrant specially the title to the property here conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

Witness: Edward T. Crismond (SEAL)

Ruby W. Chaney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of February, 1945, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Edward T. Crismond, divorced, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be his act. At the same time also appeared T. Roland Brown,President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney,

(NOTARIAL SEAL)

Notary Public

Filed Sept. 20, 1945

STATEMENT OF MORTGAGE DEBT.

Annapolis, Maryland, October 2, 1945.

Mr. Edward T. Crismond

to First Federal Savings & Loan

Association of Annapolis, Dr.

- - - - - -0 - - - - - -

Balance due on loan	$1,273.94	
Interest to day of sale	13.45	$1,287.39

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this second day of October,1945, before the subscriber, a Notary Public of the State of Maryland, in and for the Courty aforesaid, personally appeared Tilden O. Atwell, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Ruby W. Chaney,

(NOTARIAL SEAL)

Notary Public.

Filed Oct. 3, 1945

MORTGAGEE OR ATTORNEY'S BOND

No. ---------

KNOW ALL MEN BY THESE PRESENTS:THAT WE, George E. Rullman, as principal, of Anne Arundel County, State of 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 unto the State of Maryland, in the full and just sum of Two Thousand ($2,000.00) Dollars. to be paid to the said State or its certain attorney,

to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of October in the year of our Lord nineteen hundred and forty-five.

WHEREAS, the above bounden, George E. Rullman, by virtue of a power contained in a mortgage from Edward T. Crismond, divorced, to First Federal Savings and Loan Association of Annapolis, dated February 10, 1945, and recorded in Liber J.H.H. No. 324 folio 264, etc.,one of the Land Record Books of Anne Arundel County, is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and

WHEREAS, such default has occurred and the said George E. Rullman is about to execute the power vested in him in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presance of
Ruby W. Chaney
(Corp. Seal.)

George E. Rullman (SEAL)
MARYLAND CASUALTY COMPANY
Per Chas. F. Lee, of
Chas, F. Lee & Co.,AGTS.

Attest:

_____
Secretary

Bond approved Oct. 3, 1945.

John H. Hopkins, 3rd, Clerk.

Filed Oct. 3, 1945

AUCTIONEER'S CERTIFICATE and PURCHASERS' AGREEMENT.

GEORGE W. SCIBLE, AUCTIONEER

PURLIC SALE OF VALUABLE REAL ESTATE

Situated at Woodland Beach, First Election District of Anne Arundel County,Maryland,

UNDER and by virtue of the power of sale contained in a mortgage from Edward T. Crismond, divorced, dated the tenth day of February, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324,folio 264, the undersigned as the attorney named in said mortgage, to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on

TUESDAY, OCT. 16, 1945 at 11 o'clock A.M.

the property described in said mortgage, namely:

1. All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Nos. 5291 and 5292 on the plat entitled "Fourth Map" of Woodland Beach, District No. 1, Anne Arundel County, Maryland,", said plat being filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 13 (formerly recorded in Plat Book F.S.R. No. 3, folio 27).

Said lots being improved by a bungalow.

2. ALL those three lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Nos. 5288, 5289 and 5290 on the aforesaid plat.

Said lots being improved by a bungalow.

3. All those five lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Nos. 5328, 5329, 5330, 5331 and 5332 on the aforesaid plat.

Said lots being improved by two bungalows.

Being the same lots of ground which were conveyed to the said Edward T. Crismond by three deeds (1st) from Warren Smadbeck and Devereaux E. Smadbeck, his wife, dated April 19, 1938, and recorded among the aforesaid Land Records in Liber F.A.M. No. 117, folio 371; (2nd) from Louise C. Davis, divorced, dated April 19, 1938, and recorded among said Land Records in Liber F.A.M. No. 177, folio 366; and (3rd) from Warren Smadbeck and Devereaux E. Smadbeck, his wife, dated November 2, 1938, and recorded among said Land Records in Liber F.A.M. No. 191, folio 446.

TERMS OF SALE: The above properties will be offered for sale separately and then as a whole, and will be sold to the best advantage. If sold separately a deposit of $300.00 will be required on each parcel, and if sold as a whole a deposit of $500.00 will be required. Only so much of said property will be sold to satisfy the mortgage debt, costs and expenses incident to said foreclosure proceedings.

GEORGE E. RULLMAN

Attorney named in Mortgage

Lee Bldg. Annapolis, Md.

October 16, 1945

I Hereby certify that I have this 16th day of October, 1945, sold the within described property to William H. M. Smith and Martha M. Smith, his wife, at and for the sum of $1700.00, they being at that figure the highest bidders therefor, said properties having been offered separately and then as a whole, and I further certify that the said sale was fairly made.

Geo. W. Scible

AUCTIONEER.

We hereby certify that we have this 16th day of October, 1945, purchased the within described property from George E. Rullman, Attorney, at and for the sum of $1700.00, and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness: William H. M. Smith,

Mary M. Munroe Martha M. Smith,

Filed Oct. 17, 1945

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 Edward T. Crismond, divorced, dated the 10th day of February, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324 folio 264, 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, to make sale of the property described therein,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 elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered for sale separately the property in said mortgage described by public auction at the Court House door, in the City of Annapolis,Maryland, on the 16th day of October, 1945, at eleven o'clock A. M., and received a bid of $300.00 for each parcel, or a total of $900.00 which was not sufficient to satisfy the mortgage debt. He then offered for sale the property as a whole and received a bid of $1700.00 , and he then and there sold the said property to William H. M.Smith and Martha M. Smith, his wife, they being then and there the highest bidders therefor, said property being described as follows:

(1) All those two lots of grounf situate in the First Election District of Anne Arundel County, Maryland, designated as Nos. 5291 and 5292 on the plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," said plat being filed among the Plat Records of Anne Arundel County in Cabinet 1,Rod Y, Plat 13 (formerly recorded in Plat Book F.S.R. No. 3, folio 27). Said lots being improved by a bungalow.

(2) All those three lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Nos. 5288, 5289 and 5290 on the aforesaid plat. Said lots being improved by a bungalow.

(3) All those five lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Nos. 5328, 5329, 5330, 5331 and 5332 on the aforesaid plat. Said lots being improved by two bungalows.

Being the same lots of ground which were conveyed to the said Edward T. Crismond by three deeds: (1) from Warren Smadbeck and Devereaux E. Smadbeck, his wife,dated April 19, 1938, and recorded among the aforesaid Land Records in Liber F.A.M. No. 177 folio 371; (2nd) from Louise C. Davis, divorced, dated April 19, 1938, and recorded among said Land Records in Liber F.A.M. No. 177 folio 366; and (3rd) from Warren E. Smadbeck and Devereaux Smadbeck, his wife, dated November 2, 1938, and recorded among said Land Records in Liber F.A.M. No. 191 folio 446.

And the said Attorney further reports that he has received from the said purchasers the total purchase price of $1700.00, and has also received the Purchasers' agreement to comply with the terms of sale, which are as follows:

"TERMS OF SALE: The above properties will be offered for sale separately and then as a whole, and will be sold to the best advantage. If sold separatey a deposit of $300.00 will be required on each parcel and if sold as a whole a deposit of $500.00 will be required. Only so much of said property will be sold to satisfy the mortgage debt, costs and expenses incident to said foreclosure proceedings. "

Respectfully submitted.

George E. Rullman,

ATTORNEY

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that on this sixteenth day of October, 1945, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared 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.

Ruby W. Chaney,

(NOTARIAL SEAL) NOTARY PUBLIC.

(Order Nisi)

Filed Oct. 17, 1945

IN THE MATTER OF THE SALE	:	No. 8923 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court for
EDWARD T. CRISMOND	:	Anne Arundel County.

ORDERED this 17th day of October, 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 19th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 19th day of November next.

The Report states the amount of sales to be Seventeen Hundred Dollars ($1700.00).

John H. Hopkins, 3rd, CLERK.

Filed Oct 17, 1945

CERTIFICATE OF PUBLICATION

Annapolis, Nd. November 12, 1945.

We hereby certify, that the annexed Order Nisi Eq.# 8923- Edward T. Crismond 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 19th day of November,1945. The first insertion being made the 18th day of October, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 12531 By T. Haas

Filed Nov. 20, 1945

(FINAL ORDER)

ORDERED by the Court this 20th day of November, 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 20 Nov. 1945.

AFFIDAVIT.

In compliance with Soldiers and Sailors Civil Relief Act of Congress October, 1940, and Soldiers and Sailors Civil Relief Act Art. 87A Bagby's Code of Maryland,1939 Ed.

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 the First Federal Savings and Loan Association of Annapolis, the

plaintiff in the above entitled cause and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October, 1940 and ---------- /Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Annotated Code of Maryland,1939 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendant is 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 defendant is not in the military service of the United States,that is to say said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty either with the Army or Navy,and said defendant is not on active duty with any of the branches aforesaid, nor are said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a civilian and not subject to aforesaid.

George E. Rullman

Attorney and Agent, Affiant.

SUBSCRIBED and sworn to before me this 19th day of November, 1945.

Ruby W. Chaney.

(NOTARIAL SEAL)

Notary Public, (Md.)

Filed Nov. 20, 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, November 29, 1945.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Edward T.Crismond in ac.

To Attorney for Commissioners	83.50	
To Attorney for Fee	50.00	133.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	30.75	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press -Order Nisi on Sale	5.00	
Capital-Gazette Press, Inc - Order Nisi on this account	5.00	
Maryland Casualty Co. - bond premium	20.00	
George W. Scible - auctioneer	11.00	
Ruby W. Chaney - notary fees	1.50	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	.85	80.70

To First Federal Savings & Loan Ass'n of Annapolis, mortgagee -in full for mortgage claim filed		1,287.39
To County Trust Co. of Md.-in full for judgment claim filed:		
Debt	$75.00	
Interest from 5/22/45	1.84	
Court costs	1.50	
Atty's fee	7.50	85.84
To Edward T.Crismond, mortgagor- this balance		102.23
		1,727.41

with George E. Rullman, Attorney named in Mortgage Cr.

1945			
Oct. 16	Proceeds of Sale		$1,700.00
	Refund 1945 State & County taxes ($75.90 - adj.)	15.80	
	Refund fire insurance premiums	11.61	27.41
			1,727.41

ORDERED, This 29th day of November, 1945, That the Report and Account of the Auditor filed this day in the above entitled cause. BE RATIFIED AND CONFIRNED, unless cause to the contrary be shown on or before the 31st 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 31st day of December next.

John H. Hopkins, 3rd Clerk

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 2, 1946.

We hereby certify that the annexed Order Nisi - Auditor's Account- Edward T.Crismond, 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 31st day of December, 1945. The first insertion being made the 30th day of November, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 950
Filed January 2, 1946

By G. Grene

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 4th day of January, 1946, 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 4 January, 1946

J.H.H. #62 Equity

BILL OF COMPLAINT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FRANKLIN E. WYBLE, LILLIAN E. TRUITT, ARTHUR W. WYBLE, RUTH M. COLE and ETHEL P. WYBLE,
PLAINTIFFS,
VS
JOSEPHINE L. WYBLE,
DEFENDANT.

No. 8927 Equity

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS COMPLAINING SAY:

1. THAT James Franklin Wyble departed this life testate, on the 24th day of April 1945, leaving surviving him Josephine L. Wyble, widow, who was his second wife (his first wife Ethel P. Wyble having departed this life intestate in August 1935) and his children Franklin E. Wyble who is now intermarried with Mae H. Wyble, Lillian E.Truitt, who is intermarried with James Truitt, Arthur W. Wyble who is intermarried with Alice P. Wyble, Ruth M. Cole who is intermarried with Temple Cole and Ethel P. Wyble who is unmarried, all of full age. The said Josephine L. Wyble intermarried with the said Decedent in December 1937 and no child or children were born to them by this marriage. That the said Defendant is not in the Military Service of the United States,of America.

2. THAT the said decedent during his lifetime executed his Last Will and Testament in which he devised and bequeathed all of his property to his first wife, Ethel P. Wyble who predeceased him intestate in August 1935. The said Will was duly probated in the Orphans Court of Anne Arundel County on the 22nd day of May 1945 and upon renunciation of all parties in interest, Franklin E. Wyble was duly appointed Administrator c. t. a. A Certified copy of the Last Will and Testament and Renunciation are filed herewith as Plaintiff's Exhibit No. 1, and your Orators pray that the same may be made a part of these proceedings.

3. THAT the said decedent was in his lifetime seized and possessed of a parcel of land, known as Lot No. 20 and the West 16 feet of Lot No. 21, Section 3, on the Plat of "BROOKLYN PARK", sub-division No. 2 of John K. Culver, as appears in the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 132. etc. Being the same property which by Deed dated the 23rd day of June, 1927, was conveyed to James Franklin Wyble and Ethel P. Wyble, both deceased, and recorded among the aforesaid Land Records in Liber F.S.R. No. 15 folio 279 etc. A certified copy of the above mentioned Deed is filed herewith as Plaintiff's Exhibit No. 2, and your orators pray that the same may be made a part of these proceedings.

4. THAT the said property is improved by a two story and attic frame dwelling with 8 rooms, 2 kitchens and bath and a three car concrete block garage. The improvements are known as No. 10 Thirteenth Avenue, "Brooklyn Park".

5. THAT the said land and premises have been duly appraised by two apprasers appointed by the Orphans Court of Anne Arundel County at the appraisal of $7,500.00

6. THAT the said property is encumbered by two mortgages, viz: First mortgage to The Home Owners Loan Corporation, dated the 6th day of February, 1934, and recorded in Liber F.S.R. No. 116, folio 334 etc. in the amount of $2,899.09. The second mortgage to The Sterling Permanent Building and Loan Association dated the 7th day of

March, 1944, and recorded in Liber J.H.H. No. 298 folio 479 etc. in the amount of $2,050.00, being calculated at the date of death of said decedent.

7. That the said real estate and improvements are not susceptible of partition and division in kind without material loss and injury to the parties entitled to interest therein, and in order to make division of said interests, it is necessary that the said real estate be sold and the proceeds thereof be divided among the parties hereto according to their several rights and interests.

TO THE END THEREFORE:

(A) THAT a decree may be passed for the sale of the said real estate and that a Trustee or Trustees may be appointed for the purpose of making said sale.

(B) THAT the proceeds of said sale may be distributed among the parties hereto according to their respective rights and interests.

(c) THAT Your Orators may have such other and further relief as their cause may require.

MAY IT PLEASE YOUR HONOR to grant unto your Orators the writ of subpoena, directed to Josephine L. Wyble, the Defendant, commanding her to 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.

Franklin E. Wyble
For all of the Plaintiffs

R. E. Kindred
Solicitor for Plaintiffs

STATE OF MARYLAND :
: TO WIT:
ANNE ARUNDEL COUNTY :

I HEREBY CERTIFY, that on this 21st day of September, 1945, before me, the subscriber, a Notary Public,of the State of Maryland, personally appeared FRANKLIN E. WYBLE, appearing for Franklin E. Wyble, Lillian E. Truitt, Arthur W. Wyble, Ruth M. Cole and Ethel P. Wyble, and made oath in due form of law that the matters and facts set forth in the within Bill of Complaint, are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Viola Kindred
Notary Public

Filed Sept. 25, 1945.

PLAINTIFF'S EXHIBIT NO. 1. Exams. Exh. A.

IN THE NAME OF GOD, AMEN! James.Franklin Wyble being of sound mind and memory, but knowing the uncertainty of human life, do now make and publish this my last will and testament, that is to say: I give devise and bequeath unto my wife Ethel Pearl Wyble all my Property of what so ever character and where so ever situated and I do hereby appoint my said wife Ethel Pearl Wyble sole Executrix of this my last will and testament and that she be excused from giving bond.

James Franklin Wyble (SEAL)

Signed, sealed, published and declared by the said James Franklin Wyble the testator, as and for his last will and testament; and we, at his request and in his presence, and in the presence of each other, have hereto subscribed our names as witnessed thereto, this 28 day of March 1924 A.D. 19_.

David Hirsh Morstein
Baxter B. Chenoweth

Anne Arundel County, Ss:

On the 22nd day of May, 1945, came Franklin E. Wyble and made Oath in due form of law that he does not know of any Will or Codicil of James Franklin Wyble late of said County, deceased, other than the above instrument of writing, and that he received the same from John B. Bouse, Register of Wills for Baltimore City, in whose custody it had been placed by Fred Jones, Sect'y Scottish Rite Masons. All parties notified. Testator died on the 4th day of April, 1945.

Sworn to in open Court

Test: Clemence C. Burwell

Deputy Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 22nd day of May, 1945, came David Hirsh Morstein, one of the subscribing witnesses to the aforegoing last Will and Testament of James Franklin Wyble, late of said County, deceased, and made oath in due form of law that he did see the Testator sign and seal this Will, that he 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 his apprehension, of sound and disposing mind, memory and understanding; and that he together with Baxter B. Chenoweth subscribed his name as witness to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court

Test; Clemence C. Burwell

Deputy Register of Wills for Anne Arundel County

Anne Arundel County, Ss.

On this 22" day of May, A. D. 1945, personally appeared David H. Morstein who on oath says that he was well acquainted with Baxter B. Chenoweth and that affiant knows his handwriting, having often seen him write; that after examining the signature of Baxter B. Chenoweth on the paper writing purporting to be the last W ill and Testament of James Franklin Wyble deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Baxter B. Chenoweth and it is well known to affiant that said Baxter B. Chenoweth cannot be located.

David H. Morstein

Sworn to and subscribed before me on the day and year aforesaid.

Clemence C. Burwell

Deputy Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of James Franklin Wyble late of said County deceased, and also the evidence adduced as to its validity, orders and decrees this 22nd day of May, 1945, that the same be admitted in this Court as the true and genuine last Will and Testament of the said James Franklin Wyble, deceased.

Maynard Carr

Judges: Owain E. Owens

William B. Elliott

The Undersigned, Lillian E. W. Truitt, Arthur W. Wyble, Ruth M. W. Cole, Ethel P.Wyble

and Josephine L. Wyble,-of- late of of Anne Arundel Co. deceased, do hereby refuse to administer upon the Estate of said deceased, and do therefore renounce all our right, title and claim to the administration thereof in favor of Franklin E. Wyble.

In Testimony Whereof, we hereunto subscribe our name this 2nd day of May, 1945.

Witness:

Robert E. Kindred.

Lillian W. Truitt

Arthur W. Wyble

Ruth M. W. Cole

Ethel P. Wyble

Josephine L. Wyble

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 and Renounciation in the Estate of James Franklin Wyble late of said County deceased, together with proof and probate of said Will taken from the originals which are filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

(Court Seal)

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 18th day of September, in the year of our Lord, nineteen hundred and forty-five.

R. GLENN PROUT

Register of Wills for Anne Arundel County.

Filed Sept. 25, 1945

PLAINTIFF'S EXHIBIT NO. 2.

Exams. Exh. B.

CERTIFIED COPY OF DEED

THIS DEED, Made this Twenty-third day of June, in the year Nineteen Hundred and Twenty-seven (1927) by and between John K. Culver and Frances S. Culver, his wife, of Baltimore County and State of Maryland, as parties of the first part, and James Franklin Wyble, and Ethel P. Wyble, his wife, of Anne Arundel County, State of Maryland, as parties of the second part.

WITNESSETH, That for and in consideration of the sum of Five ($5.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said John K. Culver and Frances S. Culver, his wife, doth hereby grant and convey unto the said James Franklin Wyble and Ethel P. Wyble, his wife, as tenants by the entireties, and to the survivor, his or her heirs and assigns in fee simple, all that certain lot or parcel of land in Anne Arundel County, State of Maryland, known and designated as Lots numbered Twenty (20) and the West Sixteen feet of lot numbered Twenty-one in section "Three" on the plat of "Brooklyn Park" Subdivision No. 2 of John K. Culver, as appears in the Land Records of Anne Arundel County, in Plat Book No. 1, Liber G.W. Folio 132,sec. 2.

Said lot and fractional lot having a combined frontage of Forty-six feet on the North side of Thirteenth Avenue, with an even rectuangular depth Northward of One-Hundred and Twenty-five feet. Bounded on the North by a Ten foot Alley, on the East by the East Nine feet of Lot No. Twenty-one Section "Three", on the South by Thirteenth Avenue, and on the West by Morgan Road, all in said sub-division.

Being part of the tract of land conveyed by Cromwell Realty Company of Baltimore City, to the Said John K. Culver, by deed dated March 1st, 1916, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 124, Folio 413.

TOGETHER with the buildings and improvements thereon; and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining; subject, however, to the following conditions and restrictions:

FIRST: That no intoxicating liquors shall be manufactured or sold on said property or any part thereof.

SECOND: That no nuisence or swine of any kind shall be maintained or allowed on said lot, and no fence except hedge fence shall be erected thereon.

THIRD: That said lot nor any part thereof nor any building to be erected thereon shall be sold, leased, rented, transferred to or occupied by persons other than the white or causasian race; this provision not to include any occupancy by servants or employees of occupants or owners of any of the buildings erected on said lot.

FOURTH: That no building shall be erected on said lot costing less than $2,000.00 and that said building shall be erected on the building lines of said lot as established by the party of the first part, and shall not be less than twenty feet back of the front line of said lot and if of frame, there must be twenty feet space between each home.

FIFTH: It is expressly understood and agreed that it is not intended by anything herein contained to dedicate any of the streets_alleys, lanes, or roads, mentioned and referred to in this agreement or the beds of the same, or any part thereof, or as designated on the plat herein referred to, the same being herein mentioned and referred to for the purpose of location and description merely, and not for thempurpose of dedication. The said John K. Culver retains title to all of the said streets, alleys, lanes, and roads mentioned and referred to on said plat.

SIXTH: That each of the covenants and agreements herein mentioned shall run with and bind the land hereby coneveyed.

TO HAVE AND TO HOLD, The aforesaid lot of ground and the premises, together with the rights, and advantages aforesaid unto and to the proper use and benefit of the said James Franklin Wyble and Ethel P. Wyble, his wife, as tenants by the entireties, and to the survivor, his or her heirs and assigns, in fee simple forever.

AND the said John K. Culver and Frances S. Culver, his wife, doth hereby covenant that they will warrant the property hereby granted and conveyed and that they will execute such further assurances of the same as may be requisite.

AS WITNESS, the hands and seals of the said grantors.

Test:

William A. Sturm — John K. Culver (SEAL)

Anna C. Henggeler — Frances S. Culver (SEAL)

STATE OF MARYLAND, BALTIMORE _____,Sct:

I Hereby certify, that on this twentyThird day of June, in the year Nineteen Hundred and Twenty-Seven (1927) before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore personally appeared John K.Culver and Frances S. Culver, his wife, the grantors named herein and each acknowledged the foregoing deed to be their act and deed.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Anna C. Henggeler Notary Public

Recorded 21 July, 1927 - 9 A.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 15, folio 279, 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 18th day of September, A. D. 1945.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed Sept. 25, 1945.

AFFIDAVIT OF MILITARY STATUS.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Franklin E. Wyble, Lillian E. Truitt, Arthur W. Wyble, Ruth M. Cole and Ethel P. Wyble, Plaintiffs, vs JOSEPHINE L. WYBLE. Defendant.	:	No. 8927 Equity

STATE OF MARYLAND :
: TO WIT:
ANNE ARUNDEL COUNTY :

I HEREBY CERTIFY, that on this 21st day of September, 1945, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, personally appeared, Franklin E. Wyble, one of the Plaintiffs in the above cause, and made oath in due form of law, that Josephine L. Wyble, the Defendant, in said cause is not in the Military Service of the United States of America.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Viola Kindred,
Notary Public

Filed Sept. 25, 1945.

A N S W E R

The answer of Josephine L. Wyble, the defendant in the entitled cause by Francis L. Klemm, Her Attorney, answering says:

That she admits all of the matters and things stated in the bill of complaint and consents to the appointment of Trustees by this Court to make the proper distribution under the supervisionof this Honorable Court.

And as in duty &c.

Josephine L. Wyble
Defendant.

Francis L. Klemm
Solicitor for defendant

STATE OF MARYLAND, BALTIMORE CITY, SCT:

I Hereby certify that on this 21 day of September, A.D. 1945, before me the subscriber

a Notary Public of the State and City aforesaid personally appeared Josephine L. Wyble, the defendant in the entitled cause and made oath indue form of law that the matters and things contained in the aforegoing answer are true to the best of her information and belief.

Witness my hand and notarial seal.

Francis L. Klemm

(Notarial Seal) Notary Public

Plaza 4344 FRANCIS L. KLEMM Residence Arbutus 243
Attorney- at- Law
20 E. Lexington Street
Baltimore, Md.

September 25th, 1945

in re Franklin E. Wyble et al vs Josephine L. Wyble

In the Circuit Court of Anne Arundel County

Mr. Clerk

Enter my appearance for the Defendant Josephine L. Wyble in the entitled case.

Francis L. Klemm,

Attorney for defendane.

Filed Sept. 25. 1945

TESTIMONY ON BEHALF OF THE PLAINTIFFS

PRESENT:°-

Mr. Robert E. Kindred, Solicitor for Plaintiffs.

Mr. Francis L. Klemm, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

°°°°°°Agreement of Counsel to waive signatures.

WITNESSES:

Franklin E. Wyble ---------- 2 to 4

Lillian E. Truitt - - - - - - - - - 5 to 6

Mrs. Josephine E. Wyble - - - - - - 7 to 8

John H. Hopkins, lll ---------- 8 to -

Frederick W. Keuthe, - - - - - - - -10 to 11

Franklin Edison Wyble, one of the Plaintiffs, being first duly sworn, deposes and says;

(Kindred)

1. Please state your full name, your residence and occupation,

A. Franklin Edison Wyble, 7-13th ave.,Brooklyn Park; Electrician U.S. Coast Guard.

2. You are a son of James F. Wyble, is that correct?

A. Yes.

3. When did your father die?

A. April 24th, 1945.

4. Who did he leave surviving him?

A. His wife, Josephine L. Wyble (who was his second wife), and the following children:

1. Franklin E.Wyble,who intermarried with Mae H. Wyble,

2. Lillian E. Truitt, who intermarried with James Truitt.

3. Arthur W.Wyble,who intermarried with Alice P. Wyble,

4. Ruth M. Cole,who intermarried with Temple Cole,

5. Ethel P. Wyble, who is unmarried.

5. When did your father marry the second time

A. December 18th, 1937. There were no children of this marriage.

6. Are these parties all of full age?

A. Yes.

7. Are there any other children of your parents living or dead?

A. No.

8. Who was Ethel P. Wyble mentioned in this Bill of Complaint,

A. She is our mother, my father's first wife, she died in August, 1935.

9. Did your father leave a Last Will and Testament when he died?

A. Yes.

10. Were you appointed by the Orphans Court for Anne Arundel County as Administrator C.T.A. of his estate?

A. I was

11. Do you remember what disposition of the property was made in that Will?

A. Yes.

12. I hand you a certified copy of the Last Will and Testament of James Franklin Wyble, your father which is filed with the Bill as Exhibit No. 1, will you please state what this Will states in reference to his property?

A. "I give, devise and bequeath unto my wife, Ethel Pearl Wyble all my property of what so ever character and where so ever situated, and I do hereby appoint ny said wife Ethel Pearl Wyble sole Executrix of this my last will and testament and that she be excursed from giving bond".

13. Your mother, Ethel Pearl Wyble, died before your father?

A. Yes.

14. Did you receive a renunciation from the heirs at law of your father?

A. I did.

15. What is this paper I show you?

A. That is the renunciation signed by the heirs at law in my favor as Administrator c.t.a.

16. Is that signed by all the parties in interest?

A. Yes.

17. Was this Will of your father duly admitted to probate in the Orphans Court for Anne Arundel County?

A. It was, on May 22nd, 1945, as shown by Exhibit No. 1 filed herewith.

18. Has Notice to Creditors been published?

A. It has, as of May 22nd, 1945.

19. The estate is now in course of administration by you?

A. That's right.

°°°°°Exhibit No. 1 with the Bill now offered and filed as Exam.Exhibit A.

20. Was your father in his life time, seized and possessed of any real estate in Anne Arundel County?

A. Yes, property known as No. 10-13th ave., Brooklyn Park, Anne Arundel Co.

21. What does that consist of?

A. A frame house, composition roof, 9 rooms kitchen and bath and three car concrete garage, full concrete basement. Hot water heat with gas boiler.

22. Do you know the lots that house is situate on?

A. Lot 20 and the West 16 feet of Lot 21 known as 13th ave. and Morgan Road in Brooklyn Park.

°°°Deed to same offered in evnidence as Exam. Exh. B. being 2 withthe Bill.

23. Is this property encumbered by any mortgages?

A. I think there are two mortgages; the first mortgage is held by the Home Owner's Loan Corporation for $2,899.09, and the second mortgage to the Sterling Permanent Building and Loan Association in the sum of $2,050.00.

24. Is that property susceptible of partition in kind without material loss to the parties in interest?

A. No, you can't very well split the house up among them.

25. Do you think it will be necessary to sell the property and divide the proceeds among those entitled?

A. Yes.

No Cross Examination.

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

A. No.

Signature waived.

Lillian E. Truitt, a witness of lawful age, one of the Plaintiffs , being first duly sworn, deposes and says:

(Kindred)

1. State your name and residence?

A. Lillian E. Truitt, 105-W. 11th ave., Brooklyn Park; teacher at Elementary School in Brooklyn Park.

2. Are you related to the late James Franklin Wyble,

A. Yes, he is my father.

3. When did your father die?

A. April 24th, 1945.

4. You heard the testimony of your brother who just testified regarding the names of the hers at law of your father and their respective wives and husbands, was that correct?

A. Yes I believe it was.

5. You are familiar with the Last Will and Testament of your father that was read to you, was it not?

A. I am, it was.

6. Do you know whether the Will was probated in the Orphans Court?

A. Yes it was, on May 22nd, 1945, when my brother was appointed Administrator c.t.a..

7. You signed the paper renouncing your right to administer?

A. Yes,

8. Your brother has properly described the property and improvements?

A. Yes.

9. This real estate is situated at 10-13th ave., Brooklyn Park.

A. That's correct.

10. In your opinion would this property be susceptible of partition in kind without material loss and damage to the parties in interest?

A. In my opinion it could not be.

11. Why do you say that?

A. There are too many heirs to divide the property. it would be better to sell the property and divide the proceeds.

12. Is the property encumbered by any mortgages?

A. Yes, I am sure it is.

13. Who holds the first mortgage?

A. The Home Owners Loan Corporation, the first one and The Permanent Building Association the second one.

No Cross Examination.

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

A. No.

Signature waived by agreement of counsel.

Mrs. Josephine L. Wyble, the Defendant, called in her own behalf, says:-

(Klemm)

1. State your name and relationship to this suit?

A. Mrs. Josephine L. Wyble, I am the widow of James Franklin Wyble, and the defendant in this case.

2. You have heard the testimony of the Administrator and the original complainant in this case in the Bill of Complaint against you the defendant?

A. Yes.

3. You heard what he said relative to the property and the Will? Is that correct?

A. That's correct.

4. You also signed a waiver in favor of Mr. Wyble to act as Administrator under that Will?

A. Yes.

5. Do you think this property could be divided in kind or whether it should be sold and the money divided?

A. I think it would have to be sold.

Cross Examination.

(Kindred) Did you consent to the sale of this property?

A. I did.

2. How old are you?

A. 48 years of age.

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

A. No, I don't think so.

Signature waived by agreement of counsel.

John H. Hopkins, lll, a witness of lawful age, being first duly sworn, deposes and says:-

(Kindred)

1. State your name and official position in the Court?

A. John H. Hopkins, lll, Clerk of the Circuit Court for Anne Arundel County.

2. As such you have charge of the Land Records of the County?

A. Yes.

3. Will you please produce F.S.R. 116 at folio 334, and state what this is?

A. This is a mortgage dated the 6th of February, 1934, by and between James F.Wyble and Edith P. Wyble, his wife of Anne Arundel County, Md. and the Home Owner's Loan Corporation of the second part in the sum of $4,882.50.

4. What property does it cover?

A. Property situate in the 5th Election District of Anne Arundel County Lot No. 20 and the West 16 feet of Lot 21, Sec. 3, Plat Book No. G.W. No. 1, folio 132,sec. 2.

5. Are there any indications on that record that the mortgage has been released?

A. No sir, none.

6. Turn to Liber JHH 298, and especially folio 472 and state what you find there?

A. This is the record of a mortgage dated March 7th, 1944 between James F. Wyble and Josephine E. Wyble, his wife, of Anne Arundel County, and The Sterling Permanent Building and Loan Association of Baltimore City in the amount of $2500.

7. What property does it cover?

A. Lot No. 20 and West 16 feet of Lot No. 21 Sec. 3 of Brooklyn Sub-division No. 2 G. A. 1 folio 132, sec. 2.

8. Is there any indication of that mortgage having been released on the record?

A. No sir there is not. °°°Records offered in evidence.

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

A. No.

Signature waived.

Frederick W. Keuthe, a witness of lawful age, being first duly sworn,deposes and says:-

(Kindred)

1. State your full name, residence and occupation?

A. Frederick W. Keuthe, Real Estate Broker, Glenburnie, Anne Arundel Co., Maryland.

2. Are you familiar with the property known as No. 10-13th ave.,Brooklyn Park?

A. I am.

3. Were you appointed by the Orphans Court for Anne Arundel County one of the appraisers in the estate of James F. Wyble?

A. I was.

4. Did you appraise the property mentioned in this case of which the said James F. Wyble died seized and possessed?

A. I did.

5. Will you kindly state to the Court the improvements and the location of the land mentioned?

A. This property is situate on the N.E. corner of 13th avenue and Morgan Road in Brooklyn Park, the property is improved by a two story frame, composition roof dwelling consisting of nine rooms, kitchen and bath and has also a three car garage, and full basement under the house; heating plant is hot water heated by gas; this is a fee simple property.

6. What appraisement did you puton that property?

A. $7500.00

7. In your opinion do you consider that is a fair appraisement for that property?

A. We gelt it was.

8. Who was the other appraiser with you?

A. Joseph D. Groh.

9. How long have you been appraising property in Anne Arundel County?

A. At least ten years.

10. Are you familiar with the various prices of property in Anne Arundel County, especially in the vicinity of Brooklyn Park?

A. I am.

11. Would this property be susceptible of partition in kind without loss or injury among the parties entitled thereto?

A. It is not.

12. What is the best thing to do under the circumstances?

A. Sell it and divide the proceeds amongst those tntitled to it.

No Cross Examination.

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

A. No.

Signature waives.

There being no other witnesses to be examined on behalf of the Plaintiff and no further testimony desired on their behalf, this testimony is now closed, and, at request of Plaintiff's Solicitor, and Defendant not desiring to take any testimony, this testimony is now closed, and returned to the Court.

Witness my hand and seal this 3rd day of October, 1945.

Jno. S. Strahorn (Seal)

Examiner.

Filed Oct. 3. 1945.

SUBMISSION FOR DECREE

The above cause is hereby submitted for Decree.

R. E. Kindred,

Solicitor for Plaintiffs

Francis L. Klemm,

Solicitor for Defendant.

Filed Oct. 3, 1945.

WAIVER AGREEMENT

Counsel for the parties hereby agree to waive Evidence Rule of 10 days for Exceptions, under General Rule No. 41.

R. E. Kindred

Solicitor for Plaintiffs

Francis L. Klemm,

Solicitor for Defendant.

Filed Oct. 3, 1945.

D E C R E E .

THIS CAUSE standing ready for hearing and being submitted, proceedings were read and considered.

IT IS THEREUPON, THIS 4th day of October,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 Robert E. Kindred amd Francis L. Klemm, 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 surety or sureties, to be approved by said Clerk, in the penallty of Seventy-five Hundred ($7,500.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; They shall proceed to make said sale having given at lease four weeks notice by advertisement, inserted in a weekly newspaper published in Anne Arundel County and in addition they may also give a short notice in one or more newspapers published in the City of Baltimore, as they may deem proper, of the time, place manner and terms of sale, which terms shall be as follows: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, the balance of the purchase money, with interest thereon at six per centum per annum, to be paid upon final ratification of the sale and to be secured to the satisfaction of the Trustees. The said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and the fairness of said sale; and on obtaining the ratification of the Court of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient Deed, to be executed, acknowledged and recorded according to law, at the expense of the purchaser or purchasers, convey to the purchaser or purchasers, his, her, it or their heirs or successors, the property mentioned in these proceedings, free, clear and discharged from all claim of the parties hereto, Plaintiffs and Defendant, and those claiming by, from or under them or either of them.

And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting costs of said sale, court costs of this cause and such commissions to the said Trustees as this Court shall deem proper to allow in consideration of the skill, attention and fidility wherewith they shall appear to have discharged their trust.

James Clark.

Judge.

Filed Oct. 4, 1945.

B O N D

KNOW ALL MEN BY THESE RRESENTS: that we, Robert E. Kindred and Francis L. Klemm, Trustees, as Principal and the UNITED STATES FIDELITY AND GUARANTY COMPANY, 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 _Dollars ($7,500.00) to be paid to the said Stateor its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS And dated this 27th day of September in the year of our Lord one thousand, nine hundred and forty five

WHEREAS THE ABOVE BOUNDEN Robert E. Kindred and Francis L. Klemm by virtue of a

decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell the real estate mentioned in the proceedings in the case of Franklin E. Wyble, et al. versus Josephine L. Wyble now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Robert E. Kindred and Francis L. Klemm, Trustees do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any 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.

Robert E. Kindred (SEAL)

Viola Kindred Francis L. Klemm, (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

(Corporate seal) By W. P. Craig, Jr., Attorney-in-Fact.

CERTIFIED COPY

POWER OF ATTORNEY

No. 59530

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Wm. P. Craig, Jr., of the City of Baltimore, State of Maryland, its true and lawful attorney in and for the State of Maryland for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all stipulations, bonds and/or undertakings, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND HUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this power of attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said Wm. P. Craig, Jr., may lawfully do in the premises by virtue of these presents.

IN WITNESS WHEREOF, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 23rd day of August, A. . D. 1944.

(Corporate Seal) UNITED STATES FIDELITY AND GUARANTY COMPANY

BY (Signed) P. F. Lee

Vice-President.

(Signed° G. P. Moore,

Assistant Secretary.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

On this 23rd day of August, A. D. 1944, before me personally came P. F. Lee Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and G. P. MOORE, Assistant Secretary, of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland, that they, the said P. F. Lee and G. P. Moore were respectively the Vice-President and Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing power of attorney; that they each knew the seal of said

corporation that the seal affixed to said power of attorney was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively of the Company.

My commission expires the first Monday in May, A. D. 1945.

(SIGNED) Dorothy S. Drexel

(Seal)

Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, M. Luther Pittman, Clerk of Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed her name, was, at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths, take acknowledgements, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary and verily believe the signature to be her genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 23rd, day of August, A.D. 1944.

(SIGNED) M. LUTHER PITTMAN

(SEAL)

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

THAT WHEREAS, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in the State of Maryland and in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

THEREFORE, BE IT RESOLVED, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys in fact, or agent or agents of said Company, in its name and as its act, to execute, and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performance of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

ALSO in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations,orders, customs,practice or discretion of any board, body, organization, office or officer, local,municipal, or otherwise be allowed, required or permitted to be executed, made, taken, given, tendered,

accepted or filed or recorded, for the security or protection of, by or for any person or persons, corporation, body, office interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation,or undertaking, or anything in the nature of either of the same.

I, G. P. Moore, Assistant Secretary of the United States Fidelity and Guaranty Company, hereby certify that at a special meeting of the Board of Directors of said Company, ~~duly called and held at the office of the Company~~, duly called and held at the office of the Company,at the City of Baltimore, on the 25th day of February. A. D. 1916, at which was present a quorum of said Directors, duly authorized to act in the premises, resolutions were passed and entered on the minutes of said Company, of which resolutions the foregoing is a true copy and of the whole thereof.

I, Norman C. Keyes, Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney given by said Company to Wm P. Craig Jr., of Baltimore Maryland authorizing and empowering him to sign bonds as therein set forth.

Given under my hand and the seal of said Company, at Baltimore, Maryland, this 27th day of September, A. D. 1945.

Norman C. Keyes, Assistant Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY, this 23rd day of August, A. D. 1944.

(SEAL) (SIGNED) G. P. Moore, Assistant Secretary.

STATE OF MARY:AND COUNTY OF BALTIMORE, SS.

I, Clara A. Mac Cubbin, a Notary Public in and for the county and State aforesaid, do hereby certify that Wm. P. Craig, Jr., who, as attorney in-fact, signed the writing above, or hereto annexed, for UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation, bearing date the day of 27th of September, 1945 has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation

Given under my hand this 27th day of September, 1945.

My Commission expires the first Monday in May, 1947. Clara A. MacCubbin Notary Public (Notarial Seal)

The within Bond approved this 16" day of Oct. 1945.

John H. Hopkins, 3rd, Clerk.

Filed Oct. 16, 1945.

TRUSTEES' SALE.

ROBERT E. KINDRED, Atty.

Glen Burnie,Maryland.

FRANCIS L. KLEMM, Atty.

20 E. Lexington Street,

Baltimore, Maryland.

TRUSTEES' SALE

of valuable FEE SIMPLE PROPERTY

No. 10 Thirteenth Avenue, Brooklyn Park, Anne Arundel County.

By VIRTUE of a DECREE of the Circuit Court for ANNE ARUNDEL COUNTY, in Equity, passed on the 4th day of October, 1945, in a cause pending,wherein FRANKLIN E. WYBLE et al. are

Plaintiffs and Josephine L. Wyble is Defendant, being No. 8927 Equity, the undersigned Trustees will offer at PUBLIC AUCTION ON THE PREMISES-ON-FRIDAY, NOVEMBER 9, 1945 at 3 O'clock P.M., The following described property:

Lot No. 20 and the West 16 feet of Lot 21, Section 3, Plat of Brooklyn Park. Being also the same property which was conveyed to James F. Wyble and wife by deed dated the 23rd day of June, 1927 and recorded in Liber F.S.R. No. 15, folio 279 etc.

IMPROVED by a two story and attic frame dwelling containing 10 room and bath with full basement and 3 car concrete block garage, hot water heat with gas burning boiler, every modern convenience, including sewer and water service.

INSPECTION by appointment daily from 2 to 4 P.M., Phone Prospect 4467 or call No. 7 Thirteenth avenue.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, the balance of the purchase money, with interest thereon at six per cent per annum, to be paid upon final ratification of sale. All taxes, assessments and other public charges to be adjusted to the day of sale.

Robert E. Kindred, Trustee
Glen Burnie, Maryland.
Telephone Glen Burnie 2.
Francis L. Klemm, Trustee
20 E. Lexington St.,
Baltimore, Maryland,
Telephone, Plaza 4344

N-8

I HEREBY CERTIFY, that on the 9th day of November, 1945, that I sold the property as advertised in the within hand bill to Edward J. Kessler at and for the sum of $7,600. 00; and that the sale was fairly made.

ATTEST: T. C. W. HOBBS

Franklin E. Wyble Auctioneer.

I HEREBY CERTIFY, that on the 9th day of November, 1945, I purchased at Public Auction from Robert E. Kindred and Francis L. Klemm, Trustees, the property advertised in the within Hand Bill at and for the sum of $7,600.00, and have paid a deposit of $500.00 to said Trustees, and agree to carry out the terms herein.

ATTEST: Edward J. Kessler,

T. C. W. HOBBS

Filed November 20, 1945

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SALE of Robert E. Kindred and Francis L. Klemm, Trustees appointed by the Court to make sale of the real Estate mentioned in these proceedings, 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 Anne Arundel County for at least four weeks and two publications in the BALTIMORE AMERICAN and BALTIMORE SUN, Daily papers published in the City of Baltimore, they did pursuant to said notices attend the premises on Friday November 9th

1945, at 3:00o'clock P.M. and then and there proceed to sell said real estate mentioned as follows:

Lot No. 20 and the West 16 feet of Lot No. 21, Section 3, Plat of Brooklyn Park.

BEING the same property which was conveyed to James F. Wyble and wife by Deed dated the 23rd day of June, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 15 folio 279 etc.

IMPROVED by a two story and attic frame dwelling containing 10 rooms and bath with full basement and 3 car garage (concrete block), hot water heat and gas burning boiler, sewer and water service.

THEY offered the said land and improvements for sale at Public Auction and sold the same to Edward J. Kessler, at and for the sum of $7,600.00, he being then and there the highest bidder for said property. And the said Trustees file herewith and as a part hereof Auctioneer's Certificate and Purchaser's Agreement.

AND as in duty bound, etc.

R. E. Kindred

Francis L. Klemm, Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on thus 19th day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred and Francis L. Klemm, Trustees, and each 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 their knowledge and belief; and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Viola Kindred, Notary Public.

Filed November 20, 1945

ORDER NISI

ORDERED, this 20th day of November, 1945, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred and Francis L. Klemm, Trustees, BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR before the 22nd 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 22nd day of December next.

The report states that the amount of sales to be $7,600.00

John H. Hopkins, 3rd, Clerk.

Filed Nov. 20, 1945

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 21, 1945

We hereby certify, that the annexed Order Nisi -Equity #8927- Franklin E. Wyble 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 22nd day of December, 1945. The first insertion being made the 29th day of November, 1945.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 940 By G. Greve

Recorded December 27, 1945

J.H.H. #62 Equity.

FINAL ORDER

ORDERED BY THE COURT, This 27th day of December, 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 rthe Order Nisi, passed in said cause; and the Trustees allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

James Clark.

Filed 27 December, 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. May 13, 1946.

All of which is respectfully submitted.

LAURA R. JICKLING Auditor.

Dr. Franklin E. Wyble, et al vs Josephine L. Wyble in ac.

To Trustees for Commissions		263.79
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's Appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	23.25	
Auditor - stating this account	18.00	61.25
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	31.00	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press - Order Nisi (acct.)	5.00	
"The Sun" - advertising sale	15.50	
"The American"- advertising sale	14.00	
U. S. Fidelity & Guaranty Co.Bonc premium	30.00	
John S. Strahorn-examiner's fee	8.00	
Juliet E. Strahorn-stenographer	7.50	
Clerk of Court - certified copy deed	1.25	
T. G. W. Hobbs Co.,Inc.-auctioneer	23.00	
Clerk of Court- recording mortgage releases	2.75	
Viola Kindred - notary fees	1.50	144.50
To Trustees for Liens, viz:		
Home Owners Loan Corporation-payment of		
Mortgage debt,principal and interest to4/22/46	2,763.93	2,815.46
	51.53	
Sterling Permanent Building & Loan Ass'n,		
payment of mortgage debt, principal	2,050.00	
interest to 4/22/46	133.86	
Release fee	12.00	2,195.86

BALANCE FOR DISTRIBUTION $2,323.62

Distributed as follows:

To Josephine L. Wyble,Widow- 5/15	774.54	
To Franklin E. Wyble,son - 2/15	309.81	
To Lillian E. Truitt, daughter-2/15	309.81	
To Arthur W. Wyble, son - 2/15	309.82	
To Ruth M. Cole , daughter- 2/15	309.82	
To Ethel P. Wyble, daughter - 2/15	309.82	2,323.62
		7,804.48

with Robert E. Kindred and Francis L. Klemm,Trustees Cr.

1945			
Nov. 9	Proceeds of Sale	7,600.00	
	Interest on deferred payment - 5 months and 13 days	192.88	7,792.88
	Refund 1945 State & County taxes	10.20	
	Refund 1945 Anne Arundel County Sanitary Commission charges (1 month and 21 days)	1.40	11.60
			7,804.48

ORDERED, This 18" day of May, 1946, 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 20" 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 20" day of June next.

John H. Hopkins, 3rd. Clerk.

Filed 18 May, 1946

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 14, 1946.

We hereby certify, that the annexed ORDER NISI- Franklin E. Wyble 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 20th day of June,1946. The first insertion being made the 23rd day of May,1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 2952 By Mae Carlson

Filed June 25, 1946

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 26 day of June, 1946, 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.

William J. McWilliams, Judge.

Filed 26 June, 1946.

R E L E A S E

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING

KNOW YE, That I, Josephine L. Wyble for and in consideation of the sum $774.54, being the distributive share in the estate of James Franklin Wyble pending in the Circuit Court of AnneArundel County in Equity No.8927 and allotted to me in the Auditors Account filed in the said Cause, which said Account was finally ratified by Court Order have remised, released and forever discharged, and by these presents do for myself my heirs, executors and administrators, remise, release and forever discharge the said Francis L. Klemm and Robert E. Kindred, Trustees, their surety their heirs, executors and administrators of and from all and every manner of action and actions, cause and causes,suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties,covenants,contracts, controversies, agreements, premises,variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against said Trustees I ever had, now have, or which I or my heirs, executors or administrators, hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF I have hereunto set my hand and seal the First day of July one thousand, nine hundred and forty-six-

Signed and delivered in the presence of

Francis L. Klemm — Josephine L. Wyble (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, ss.

On the First day of July in the year one thousand nine hundred and forty-six before me the subscriber a Notary Public personally came Josephine L. Wyble known to me to be the individual described in, and who executed the foregoing instrument, and she acknowledged that she executed the same as her act and deed,

Witness my hand and notarial seal.

(Notarial Seal) — Francis L. Klemm, Notary Public.

Filed July 16, 1946

TRUSTEE'S RELEASE

KNOW ALL MEN BY THESE PRESENTS :

THAT WE, The undersigned, heirs at law of James Franklin Wyble, deceased, do hereby acknowledge to have received from ROBERT E. KINDRED AND FRANCIS L. KLEMM, TRUSTEES in No. 8927 Equity, The sums of money set forth opposite our names, beig our distributive shares allowed in the Auditor's Account, duly ratified by the Circuit Court for Anne Arundel County.

AND IN CONSIDERATION thereof, do hereby release, acquit and discharge the said Trustees of and from all and every action, suit, claim or demand which could possibly be brought or might be exhibited or prosecuted against them, their executors, administrators or personal representatives, for or on account of the settlement and distribution of said account, hereby declaring ourselves satisfied, contented and paid.

AS WITNESS our hands and seals this 12 day of July, 1946

ATTEST:	$294.82	Arthur W. Wyble	(SEAL)
John D. Jones	$294.82	Ruth M. Cole	(SEAL)

Attest:

Bernard P. Dunten

as to Arthur W. Wyble

Edward D.Johnson ,as to Arthur W. Wyble.

Filed Oct. 15, 1946

TRUSTEE'S RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, The undersigned, heirs at law of JAMES FRANKLIN WYBLE, deceased, do hereby acknowledge to have received from ROBERT E. KINDRED AND FRANCIS L. KLEMM,TRUSTEES, in No. 8927 Equity, the sums of money set forth opposite our names, being our distributive shares allowed in The Auditor's Account, which said Account has been duly ratified by the Circuit Court for Anne Arundel County.

AND IN CONSIDERATION THEREOF,Do hereby release, acquit, and Discharge the said Trustees of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited or prosecuted against them, their Executors, Administrators, or personal Representatives, for or on account of the settlement and distribution of said account, hereby declaringourselves satisfied, contented and paid.

AS WITNESS our hands and seals this 12th day of July, 1946.

	$294.81 Franklin E. Wyble	(SEAL)
ATTEST:	$294.81 Lillian E. Truitt	(SEAL)
John D. Jones	$294.82 Ethel P. Wyble	(SEAL)
As to all parties		

Filed October 15, 1946.

RUSSELL G. SULLIVAN, Guardian of	:	No. 8964 EQUITY
ANDREW G. SULLIVAN, infant,	:	IN THE CIRCUIT COURT
VS.	:	FOR
ANDREW G. SULLIVAN,infant,	:	ANNE ARUNDEL COUNTY
RUSSELL G. SULLIVAN and	:	
HOPE U. SULLIVAN, his wife.	:	

:::::::::

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, says:

FIRST: That he was appointed guardian of the said Andrew G. Sullivan, infant, by the Orphans' Court of Anne Arundel County by order passed on the 13th day of November, 1945; and he has duly qualified as such guardian. He files herewith a certified copy of his letters of guardianship, marked "Complainant's Exhibit A," and prays that the same be considered as part hereof.

SECOND: That on the 6th day of April, 1945, Russell G. Sullivan and Andrew G. Sullivan acquired as tenants in common an unimproved tract of land situate in the Eighth Election District of Anne Arundel County, designated as Lots Nos. 7, 8 and 9 of Block B, on the plat of High View on the Bay, from Mamie E. Prout and others, which deed is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, folio 365, the original of which is filed herewith and marked "Complainant's Exhibit B," the entire purchase price of which amounting to $1,500.00 having been paid solely by the said Russell G. Sullivan.

THIRD: That it is now the desire of the owners of said lots to improve the same with a dwelling house to be occupied by the said Russell G. Sullivan, Hope U. Sullivan, his wife, and Andrew G. Sullivan, their infant son, the cost of which improve-

ments will approximate $6,000.00. That the said Russell G. Sullivan is prepared to advance $1,500.00 for the erection of said dwelling, but it is necessary that a mortgage loan of $4,500.00 be obtained. That the Hughesville Savings Bank of Charles County will lend this sum, with interest at the rate of 5% per annum, payable at the rate of $45.00 per month.

FOURTH: That the said Russell G. Sullivan is informed that an order of court must be passed authorizing and empowering the legal guardian of an infant to execute a valid mortgage for him, in accordance with the statute for such cases made and provided.

FIFTH: That it would be to the benefit and advantage of the said infant to join with the said Russell G. Sullivan and Hope U. Sullivan, his wife, in obtaining such a mortgage loan with which to erect a comfortable dwelling house as above set forth.

TO THE END, THEREFORE:

(1) THAT an order may be passed authorizing and empowering your orator to execute a mortgage as hereinbefore mentioned to the Hughesville Savings Bank of Charles County on behalf of Andrew G. Sullivan, infant, in the amount of $4,500.00, with interest at the rate of 5% per annum, payable $45.00 monthly.

(2) THAT your orator may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orator the writ of subpeona directed to the said Andrew G. Sullivan, infant, Russell G. Sullivan and Hope U. Sullivan, his wife, all of whom reside at No. 617 North Carolina Avenue, S. E. Washington, D. C., 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

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 Russell G. Sullivan, guardian of Andrew G. Sullivan, infant, 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 his knowledge and belief.

Grace R. Hartge

(NOTARIAL SEAL). Notary Public

Filed November 15, 1945

COMPLAINANT'S EXHIBIT A. EXAMS. EXH. I.

THE STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records of his Office, that on the 13th day of November, in the year nineteen hundred and forty-five, Russell G. Sullivan was appointed by the Orphans' Court of Anne Arundel County, guardian to Andrew G. Sullivan and that the said Russell G. Sullivan gave bond with Securities, which were approved by the said Court,

for the faithful performance of his duty as Guardian to said Andrew G. Sullivan_

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Anne Arundel County, this 13th day of November in the year nineteen hundred and forty-five.

Test: R. Glenn Prout

(Orphans Court Seal) Register of Wills for Anne Arundel County.

Filed Nov. 15, 1945
COMPLAINANT'S EXHIBIT B- EXAMS. EXH. 2.
INT. REV. STAMPS $1.65-MD. STATE STAMPS $1.00

THIS DEED, made this 6" day of April, 1945, by and between Mamie E. Prout and R. Glen_ Prout, her husband, of the first part; Edna E. Nutwell, unmarried, of the second part; and Charles W. Nutwell and Mary Nutwell, his wife, of the third part; said parties of the first to third parts inclusive being hereinafter called the "grantors"; and Russell G. Sullivan and Andrew G. Sullivan, of the fourth part, hereinafter called the "grantees",

WITNESSETH, that for the sum of five dollars and other good and valuable considerations, paid by the grantees to the grantors, receipt of which is hereby acknowledged, the said grantors have bargained and sold and by these presents do grant and convey unto the said grantees, their heirs and assigns, in fee simple, as owners in common of equal undivided shares, all those parcels of land in the Eighth Election District of Anne Arundel County, Maryland, designated as lots numbers Seven (7), Eight (8), and Nine (9) of Block "B" on the plat of "High View On The Bay" recorded among the plat records of said County in Liber F.A.M. 5 folio 13.

BEING a part of the property conveyed to the grantors by The High View On The Bay Company by deed dated July 16, 1942 recorded among the land records of said County in Liber J.H.H. 254 folio 493 et seq.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. SUBJECT,nevertheless, to the following covenants, conditions and restrictions,which the grantees, for themselves, their heirs, personal representatives and assigns, covenant to abide by and perform:-

1. That the said land, or any part thereof, shall never be sold, rented,leased to or occupied by any persons not of the Caucasian Race, except that domestic servants not of such race may be employed on the premises.

2. That the said land shall be used for residential property purposes only, except such land as may be set aside by the grantors, their heirs and assigns, for business or community purposes.

3. That no building, or addition thereto, or any fence or other structure shall be erected without the written approval of the grantors, their heirs and assigns, and such building or addition shall be constructed in accordance with plans and specifications submitted and in accordance with the building code of Anne Arundel County. No dwelling to cost less than $2,000, nor to have a plat roof.

4. That no tent or other structure or trailer intending for temporary living quarters shall be permitted.

5. That the land used for any dwelling shall consist of not less than one residential lot; that no dwelling, including porches,or bay windows, attached thereto,

shall be built within twenty-five (25) feet of the front line and rear line of any lot, nor within fifteen (15) feet of the outside line of corner lots, nor within two and one-half($2\frac{1}{2}$) feet of the side lines of any abutting lot in said subdivision; that every dwelling shall have inside toilet connections with septic tank.

6. That no easement over the seven (7) feet width adjoining the front interior or rear lines of any lot is specifically reserved for public utility purposes, and right is reserved to go upon vacant lots, cut grass and weeds, or plant and cultivate flowers and shrubbery.

7. The grantees further covenant to pay to the grantors, their heirs and assigns, on March 1st following the date of this contract, the sum of two and one-half dollars ($2.50) for each and every lot hereby conveyed, to be used by said vendors in construction, maintenance and repair of streets in the subdivision; and a like amount on the first day of March in each subsequent year thereafter.

8. All the above restrictions shall run with the land and shall be binding on the grantees and all subsequent purchasers until Juky 1,1948 and shall then automatically renew for each ten year period thereafter, unless the majority of the property owners in the subdivision shall, at least six months prior to any renewal date, agree in writing to change in or an abrogation of the above mentioned restrictions.

TO HAVE AND TO HOLD the above described property unto the proper use and benefit of Russell G. Sullivan and Andrew G. Sullivan, their heirs and assigns, in fee simple, as owners in common of equal undivided shares, forever. SUBJECT to the covenants, conditions and restrictions hereinbefore set forth.

AND the grantors covenant that they will warrant specifically the title to the property hereby conveyed, and will execute such other and further assurances thereof as may be requisite or necessary.

WITNESS the hands and seals of the grantors.

Attest:

CLEMENCE C. BURWELL

Mamie E. Prout (SEAL)

R. Glenn Prout (SEAL)

Edna E. Nutwell (SEAL)

Charles W. Nutwell (SEAL)

Mary Nutwell (SRAL)

STATE OF MARYLAND ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 6" day of April, 1945 before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Mamie E. Prout and R. Glen Prout, her husband, Edna E. Nutwell, Charles W. Nutwell and Mary Nutwell, his wife, and they did each acknowledge the aforegoing deed to be their respective act. As witness my hand and notarial seal.

Clemence C. Burwell,
Notary Public

(Notarial Seal)

Filed Nov. 15, 1945

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE joint and several answer of Russell G. Sullivan and Hope U. Sullivan, his wife, to the bill of complaint filed against them in this cause exhibited respectfully shows:

THEY admit the several allegations of the bill of complaint and consent to the passage of such decree as to the Court may seem proper in the premises.

AND AS IN DUTY BOUND, ETC.

Russell G. Sullivan

Hope U. Sullivan

Respondents

Filed Nov. 21, 1945

PETITION TO APPOINT GUARDIAN AD LITEM and ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Russell G. Sullivan, guardian of Andrew G. Sullivan, infant, complainant in the above cause, respectfully represents:

THAT the said Andrew G. Sullivan, one of the respondents in said cause, has been duly returned summoned but, being an infant, cannot answer and defend this suit for himself.

YOUR petitioner, therefore, prays Your Honors to appoint a guardian ad litem to appear and answer for said infant and suggests that Winson G. Gott, Jr., who has no interest whatever in this suit, be appointed guardian ad litem.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Russell G. Sullivan, guardian of Andrew G. Sullivan, infant, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.

Grace R. Hartge,

(NOTARIAL SEAL)

Notary Public

Filed Nov. 21, 1945

ORDER OF COURT

UPON the aforegoing petition and affidavit, it is this 23rd day of November, 1945, by the Circuit Court for Anne Arundel County in Equity ordered that Winson G.Gott, Jr., be and he is hereby appointed guardian ad litem for Andrew G. Sullivan, the infant respondent named in the aforegoing petition; and he is hereby directed to appear and file his answer in said infant's behalf.

JAMES CLARK, Judge.

Filed 23 Nov. 1945

Answer of Andrew G.Sullivan,Infant by Guardian ad Litem.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE answer of Andrew G. Sullivan, the infant respondent named in the bill of complaint filed against him in this cause exhibited, by Winson G. Gott,Jr., his duly appointed guardian ad litem, respectfully represents:

THAT this respondent, being an infant under the age of 21 years, can neither admit nor deny the allegations set up in said bill of complaint and, therefore, submits his rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

J.H.H. #62 Equity

Winson G. Gott, Jr.,

Guardian ad litem

Filed Nov. 26, 1945

TESTIMONY ON BEHALF OF THE PLAINTIFF, and EXHIBITS.

PRESENT:-

Mr. Albert J. Goodman, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Russell G. Sullivan, ----------2 to 4

Hope U. Sullivan,----------5 to 6

Andrew G. Sullivan,----------7

T. Carroll Worthington,----------8 to 9

Patrick J. White, ----------,9 to 11

TESTIMONY.

Russell G. Sullivan,one of the Plaintiffs, being first duly sworn, deposes and says, sworn by the Clerk of Court.

(Goodman)

1. State your name, residence and occupation?

A. Russell G. Sullivan, 617 No. Carolina ave,S.E. Washington, D. C. Giard at the District Armory.

2. Are you married?

A. Yes.

3. What is your wife's name?

A. Hope U. Sullivan.

4. Have you any children born as a result of this marriage?

A. Yes, two, Mary Martha and Andrew G. Sullivan.

5. How old is Andrew G. Sullivan?

A. Seventeen years old.

6. Has he a Guardian?

A. Yes, I was appointed his guardian by the Orphans Court for Anne Arundel County on November 13th, 1945.

7. Have you duly qualified as such Guardian ?

A. Yes I have

8. Is this paper which I hand you a certified copy of your appointment as such Guardian?

A. It is.

-------- Offered and filed as Exam. Exh. 1.

9. Do you own any real estate in Anne Arundel County?

A. Yes.

10. When did you acquire it and where is it located?

A. On April 6th, 1945, it is described as Lots 7-8-9 of Block B on the plat of High-view on the Bay, is unimproved, and we bought this from Mamie E. Prout and others.

------Deed offered and filed as Exam. Exh. 2.

11. In whose name was this deed executed?

A. As set forth in the deed, in the name of my son Andrew G. Sullivan and myself.

12. Why did you have this deed executed in your name and the name of your infant son?

A. Just more or less to encourage him along was the only reason I can give.

13. Who paid the full purchase price for this property?

A. I did.

14. What amount did you pay for these unimproved lots?

A. $1050.

15. Was any part of the purchase price advanced by your son?

A. None whatever.

16. What are your plans for developing this land?

A. To erect a permanent home on it to be used as a home for myself and Mrs. Sullivan and my infant son, Andrew G. Sullivan.

17. What will this dwelling house cost you?

A. Approximately $6,000.

18. Have you any money to make a deposit on the constuction price ?

A. Yes.

19. How much will you pay down?

A. I would say around $1500 I will put into it.

20. Will any part of the construction price be advanced by your infant son, Andrew G. Sullivan?

A. No.

21. Where will you obtain the balance of the costs for improvements?

A. From the Hughesville Savings Bank of Charles County.

22. Have they approved the loan to you?

A. Yes for $4500.

23. What were the conditions to the loan?

A. To be re-paid at the rate of $45 a month with interest at 5%

24. What requirement is the Bank making of you with reference to the execution of this mortgage by your infant son?

A. The Bank has instructed me a Guardian must be appointed for my son, and a Court of Equity must authorize a guardian to execute the mortgage for him.

25. Is that the reason for the institution of this proceeding?

A. It is.

26. Will it be to the advantage and benefit of your infant son to borrow this money?

A. Yes, it will improve the property value and increase his holding and also provide a confortable home for him to live with me and his mother.

27. Will he be expected to pay any part of this mortgage loan off?

A. None at all.

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

A. I don't know of anything, no sir.

Russell G. Sullivan

Hope U. Sullivan, sworn by the Clerk,after being duly sworn, deposes and says:-

(Goodman)

1. State your name and address?

A. Hope U. Sullivan, same as my husband's.

2. You are the wife of Russell G. Sullivan who just testified?

A. That's right.

3. Are you aware of the fact that Mr. Sullivan acquired some property in Anne Arundel County known as Highview on the Bay from Mamie E. Prout and others on April 6th, 1945?

A. Yes I am.

4. Is that property improved or unimproved?

A. It is now unimproved.

5. Do you know that the deed was made to your husband and your infant son,Andrew G. Sullivan?

A. Yes.

6. How old is Andrew G. Sullivan?

A. Seventeen years old.

7. What was the price Mr. Sullivan paid for this property?

A. $1050.

8. Did Andrew G. Sullivan, your infant son, pay any part of this purchase money?

A. No.

9. Who did make the payments?

A. My husband.

10. What are your plans for improving these lots?

A. To improve them with a confortable home for my husband, myself and infant son.

11. What sort of a home are you going to erect there?

A. A one and a half story frame dwelling with four bedrooms and bathm living room, dining room and kitchen, oil heat and hot water with oil burner.

12. What will be the approximate cost of this dwelling?

A. Around $6,000.

13. How much are you paying down on the cost of construction?

A. $1500.

14. Whose money is this?

A. My husband's, Russell G. Sullivan's.

15. Is any part of the down-payment to be contributed by your infant son, Andrew G. Sullivan?

A. No.

16. How do you anticipate getting the balnce of $4500?

A. Through a loan from the Hughesville Savings Bank os Charles County.

17. Has this Bank promised to loan you the money?

A. It has approved the loan at 5% payable monthly $45, but before they would loan us the money we were asked to have a Guardian appointed for Andrew my son so that the Guardian might execute the mortgage for him.

18. Is that the reason for instituting this proceeding?

A. Yes, so a Court of Equity might give us that permission.

19. Will it be for the benefit and advantage of your infant son to have you erect this dwelling on these lots?

A. It will give him a nice comfortable home and he will always have a one-half interest in the building as well as the lots.

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

A. No.

Hope U. Sullivan.

Andrew G. Sullivan, sworn by the Clerk, deposes and says:-

(Goodman)

1. State your name, residence and age?

A. Andrew G. Sullivan, 617 No. Carolina ave.,SE.,Washington,D.C. I am seventeen years old and work for Kahn's Department store.

2. Do you own any property in Anne Arundel County?

A. I do, my father bought three unimproved lots at Highview on the Bay on April 6th, 1945 and he put the deed in his name and my name.

3. Did you put any money in the purchase price for these lots?

A. No sir, my father put all the money in it.

4. What does your father plan to do with these lots?

A. He plans to put up a nice comfortable home for all of us to live in.

5. Do you understand how the building will be erected?

A. It is going to have four bedrooms, bath, living room, dining room,and kitchen, will be heated with oil and have hot water oil burner.

6. Are you going to contribute any portion of the money needed for the erecting of this home?

A. No.

7. Where will your father get the money?

A. My father is going to pay down $1500-and we are going to borrow $4500-from the Hughesville Savings Bank of Charles County.

8. Are you willing to sign a mortgage to the Bank for this amount with your father?

A. I am. but the Bank tells us we must have a Guardian for me and he will sign the mortgage under the protection of the Court.

9. Do you think it will be to your advantage to have a home erected on these lots?

A. Yes, it will be, because I will have much more after the house is built than I do now.

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

A. No.

Andrew G. Sullivan

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:-

(Goodman)

1. State your name and address?

A. T. Carroll Worthington, 236 Main St.,Annapolis, Md.

2. What is your occupation?

A. Realtor.

3. How long have you been engaged in the real estate business?

A. Since 1933

4. Are you familiar with the property located in the 8th Election District of Anne Arundel County known as High View on the Bay?

A. I am.

5. Have you had occasion to examine Lots 7-8-9 of Block B of this development?

A. I have

6. Who owns it at the present time, if you know?

A. Russell G. Sullivan and Andrew G. Sullivan.

7. Will you describe just what these lots present?

A. They are three lots; No. 7 is 25 feet front, No. 8 is 25 feet front and No. 9 is 21 feet making a total of 71 feet on Nutwell Drive facing Herring Bay and are 125 feet deep.

8. How are they located with respect to the view of Herring Bay?

A. The view is very pretty.

9. Is the property conducive to the erection of a dwelling house?

A. It is.

10. How close is it to neighboring homes?

A. About one block.

11. Are there any stores available in the neighborhood?

A. There are in Deale about a mile and a half away from the house.

12. Andrew G. Sullivan is an infant under the age of 21 years and his father plans to erect a dwelling house on these lots to be occupied by Russell G. Sullivan, Hope U. Sullivan the parents, and Andrew G. Sullivan their infant son; in your opinion, would it be to the benefit and advantage of the infant to execute a mortgage in the amount of $4500 with interest at the rate of 5% payable $45 a month, for the erection of such a home?

A. It would be.

13. Why do you think it would be an advantage to the infant?

A. As the property stands today it is costing money to hold it, taxes going on, and no income, if a dwelling were built would be an income even if did not live in it for the infant. It is near Deale, it has about the prettiest view in that part of the country, houses built there should rent very easily and should gain in value.

14. In your opinion this investment of $4500 would never be a loss to the infant?

A. Never in myopinion.

No Cross Examination.

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

A. No.

T. CARROLL WORTHINGTON

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

(Goodman)

1. State your name, residence and occupation?

A. Patrick J. White, Edgewater, Maryland; Real Estate.

2. How long have you been engaged in the sale of real estate?

A. Twelve years.

3. Are you familiar with property located in High View, 8th Dstc.?

A. YYes, since they first started to develop it in 1938.

4. Have you examined Lots 7-8-9 in Block B of that development?

A. Yes.

5. When was your last visit there?

A. A few days ago, November 26th.

6. What are the measurements of these lots?

A. Lot 7 is 25 feet front, Lot 8 is 25 feet front and Lot 9 is 21 feet front, a total frontage of 71 feet and 125 feet deep.

7. How are these lots located with respect to view?

A. Very nicely, up on a hill overlooking Chesapeake Bay and Herring Bay, a beauriful view.

8. Is that a good location for a dwelling house?

A. Very good, could not be any better.

9. How close is the property located to stores and schools?

A. Several stores in Herring Bay and Deale is close by.

10. In your opinion, would it be to the advantage of the infant to have a home erected on this property, the home to cost approximately $6,000?

A. Yes.

11. Would it be to the advantage of this infant to join with his parents in the execution of a $4500 mortgage with interest at 5% per annum, to be paid at the rate of $45_ a month on account of the debt?

A. Yes, I do think a very good investment.

12. Why do you say that?

A. It is a restricted colony up there, the houses built facing the Bay are very beautiful houses, always saleable, and in that neighborhood would always be saleable.

13. Do you think there would ever be a possible loss to the infant on an investment of $4500 at that location?

A. No sir, would not.

14. It is in your opinion to the benefit and advantage of Andrew G. Sullivan, the infant, to join with his father and his mother in the execution of such a mortgage for $4500 with which to erect a dwelling house for the family?

A. Yes I do.

No Cross Examination

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

A. It is a restricted neighborhood, the place is landscaped so as to slope towards the water, is vert beautiful place, you look into Chesapeake Bay and Herring Bay.

Patrick J. White

There being no other witnesses to be examined on behalf of the Plaintiff at this time, 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 4 day of December, 1945.

Jno. S. Strahorn (Seal)

Filed Dec. 4, 1945 Examiner

Edward J. Edelen
President

P. Stanley Harrison
Cashier

George M. Sullivan
Asst. Cashier

J.H.H. #62 Equity

THE HUGHESVILLE SAVINGS BANK

Hughesville,Maryland

November 28, 1945

Mr. Russell G. Sullivan

617 North Carolina Avenue,S.E,

Washington, D. C.

Dear Sir:

We have considered your application for a Mortgage Loan in the amount of $4,500.00 on the home you plan to build.

We have examined the deed to the lot on which you plan to build your home and find that your minor son has an interest in this property. In order that the bank might have a lawful lien on the property, it will be necessary for you to obtain the legal power to obligate your son's interest in the property.

We will be very glad to make you a loan of $4,500.00 when you have secured the permission of the Court to properly execute the mortgage for your minor son.

Yours very truly,

PSH/s P. Stanley Harrison, Cashier.

Exams. Exh. 3, J.D.S.

Filed Dec 4, 1945.

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE above-entitled case is respectfully submitted for decree.

Albert J. Goodman,

Solicitor for Complainant

Eugene P. Childs,

Guardian ad litem

Russell S. Sullivan

Hope U. Sullivan

Filed Feby. 7, 1946.

DECREE

This case standing ready for hearing and being submitted, the proceedings were, by the Court, read and considered.

It is thereupon, this 14th day of February, 1946, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED, that the said Russell G. Sullivan, guardian of Andrew G. Sullivan, be, and he is hereby authorized and directed to join with himself in his individual capacity in procuring from The Hughesville Savings Bank a loan of $4,500. the proceeds thereof to be used as hereinafter stated; that to secure the repayment of said loan with interest thereon, or on such parts thereof as shall from time to time remain unpaid, at the rate of 5% per annum, in installments of $45 per month, the property mentioned in these proceedings, that is to say, all those three pieces or parcels of ground situate and lying in the Eighth Election District of said Anne Arundel County which by deed dated April 6, 1945, and recorded among the Land Records of said Anne Arundel County in Liber J.H.H. No. 326, folio 365, etc., were granted and conveyed by Mamie Prout and others to the said Russell G. Sullivan and Andrew G. Sullivan, in equal shares, as tenants in common,

be mortgaged to the said The Hughesville Savings Bank; that the said Russell G. Sullivan, guardian as aforesaid, be, and he is hereby, authorized and directed to join with himself in his individual capacity, and Hope U. Sullivan, his wife, in executing said mortgage, and that the course and manner of his proceeding shall be as follows:

He shall first file in the Orphans' Court of Anne Arundel County, a bond, to the State of Maryland, with a surety or sureties to be approved by said Court in the penal sum of $2,500 if a corporate surety be given, or in double that amount if personal sureties be given, conditioned, no matter the amount, as required by Section 164 of Article 93 of Flack's Annotated Code of Maryland of 1939; he shall then procure from the Register of Wills for Anne Arundel County a certificate that he has so filed said bond and that it has been approved, and file such certificate in this case; and he shall then proceed to execute said mortgage.

AND it is further ADJUDGED, ORDERED AND DECREED, that the proceeds of said mortgage shall be used exclusively in erecting a dwelling house on said property, and that the said Russell G. Sullivan, in his individual capacity, shall be liable for half of said mortgage debt, and that the estate of the said Andrew G. Sullivan shall be liable for the other half thereof, and that the said Russell G. Sullivan, guardian as aforesaid, shall, in due course, account to said Orphans' Court for the latter half, as required by law.

AND it is further ADJUDGED, ORDERED and DECREED, that the mortgage to be executed as aforesaid shall contain a power of sale, and the covenants usually found in mortgages on land in Anne Arundel County, and shall be in substantially the form of the form of mortgage hereto attached and made a part hereof; and that, anything herein to the contrary notwithstanding, the costs of, and expenses incident to, this proceeding, shall be paid ---------- out of the half of the proceeds of said mortgage with which the estate of the said Andrew G. Sullivan is chargeable.

James Clark

Judge.

Filed February 14, 1946

BOND

(STATE SEAL) MARYLAND, Sr. KNOW ALL MEN BY THESE PRESENTS,

THAT WE Russell G. Sullivan of Anne Arundel County, Maryland, as Principal, and National Surety Corporation duly authorized to do 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 Twenty-five hundred ($2500.00) Dollars, to be paid to the State of Maryland aforesaid; to which payment, well and truly to be made and done, we bind ourselves and every of us, our and every of our Heirs, Executors and Administrators, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals,dated this 25th day of February in the year of our Lord nineteen hundred and forty-six.

NOW the Condition of the above Obligation is such, that if the above bounden Russell Gordon Sullivan will conform with Section 164 of Article 93 of Flack's Annotated Code of Maryland of 1939 as Guardian to Andrew G. Sullivan, Born August 24th, 1928 of Anne Arundel County, infant child of Russell G. Sullivan and Hope U. Sullivan, shall faithfully account with the Orphans' Court of Anne Arundel County as directed by law for the management of the property and Estate of the Infant under his care, and shall

also deliver up the said property, agreeably to the order of said Court, or the directions of law, and shall, in all respects, perform the duty of Guardian to the said Infant according to law, then the above obligations shall cease; it shall otherwise remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Russell G. Sullivan (SEAL)

NATIONAL SURETY CORPORATION (SEAL)

Douglas S. Abbott, Jr., By Wm. M. Murphy, (SEAL)

Witness to Surety Attorney-in-Fact.

Rose M. Bausch (Corp Seal)

Approved this 26 Day of Feb'y.1946

John H. Hopkins, 3rd, Clerk.

Filed February 26, 1946.

THE CAPITAL BUILDING AND LOAN	:	NO. 8980 EQUITY
ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS	:	FOR
CLYDE C. MILLER and	:	ANNE ARUNDEL COUNTY.
ELSIE M. MILLER, his wife.	:	

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file therein the enclosed mortgage as Plaintiff's Exhibit "A".

John G. Dumler,

Attorney named in Mortgage

Filed Dec. 19, 1945

PLAINTIFF'S EXHIBIT "A"

MORTGAGE

THIS MORTGAGE, Made this fifteenth day of March, in the year Nineteen Hundred and forty-four, by and between Clyde C. Miller and Elsie M. Miller, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Thirty-five Hundred and 00/100 Dollars ($3,500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Thirty five Hundred and 00/100--- Dollars ($3500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Thirty-seven and 50/100 Dollars ($37.50), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first

day of April, 1944, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate,(which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEGINNING for the same at a point on the southwesternmost side of Riverside Drive (formerly known as Indian Village Road) at the easternmost corner of Lot No. forty (40) on the plat of Indian Village as recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 1 folio 44; and running thence southeasterly, binding on the southwesternmost side of Riverside Drive, forty feet to the northernmost corner of the parcel of ground conveyed by the Upper Magothy Beach Corporation to Frank Ryniewycz and wife by deed dated August 27, 1929, and recorded among the Land Records aforesaid in Liber F.S.R. No. 60 folio 317; thence running southwesterly, parallel to the dividing line between Lots Nos. forty (40) and Forty-one (41) as shown on the plat of Indian Village hereinabove referred to, and binding along the northwesternmost outline of the parcel of ground conveyed to Ryniewycz as aforesaid, two hundred and seventy feet, more or less, to the waters of the Magothy River; thence running northwesterly, binding along the waters of Magothy River, forty feet, more or less, to the southeasternmost outline of said Lot No. Forty (40) and running thence northeasterly, binding on the dividing line between said Lots Nos. forty (40) and forty-one (41), two hundred and eighty feet, more or less, to the place of beginning.

BEING AND COMPRISING parts of Lots Nos. forty-one (41) and forty-two (42) of Indian Village as shown upon the plat hereinabove referred to, and being and comprising also Lots Nos. ninety-nine (99) and one hundred (100) on the unrecorded plat of Upper Magothy Beach.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Frank Culotta and wife to the said Clyde C. Miller and Elsie M. Miller, his wife.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

IT is agreed that said Mortgegee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee,its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid,together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without record to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner,without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor,

his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitite a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, 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 personal represehtatives or assigns, subject to the payment of the annual ground rent aforesaid; 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, or party making the sale 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 the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representaives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for himself, his heirs, personal representatived and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted; there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indentedness, principal and interet, 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 commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, 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, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the

singular and the use or any gender shall be applicable to all genders.

WITNESS the signature(s) of the Mortgagor(s) on the day and year first above written.

WITNESS: Clyde C. Miller (SEAL)

Gerald E. Topper Elsie M. Miller (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 15th day of March, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Clyde C. Miller and Elsie M. Miller, his wife, the above named Mortgagor(s) and they acknowledged the foregoing Mortgage to be their act;

At the same time also personally appeared James Windfelder, the President of the within body corporate, Mortgagee, and made oath in due form of law that the considerations of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.

(Notarial Seal) Gerald E. Topper, Notary Public

My commission expires May 7, 1945.

(Dr. COUNTY) File No. 5522-T Property Lots 99-100, Magothy Beach
Inspected A.G.B F.H.L.B.A.

Filed Dec. 19, 1945.

MILITARY AFFIDAVIT

I HEREBY CERTIFY, That on this 17th day of December, 1945, before me, the subscriber, a Notary Public in and for the State of Maryland, City of Baltimore, personally appeared Earl R. Schomborg, Secretary of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Clyde C. Miller and Elsie M. Miller, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

(Notarial Seal.) Edith L. Lindsay, Notary Public.
Emil R. Schomborg, Affiant

Filed Dec. 19, 1945

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage dated March 15, 1944	$ 3500.00
Less payments to date	132.44
Balance due	$ 3367.56

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of January, in the year nineteen hundred forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, aforesaid, personally appeared Emil R. Schomborg, Secretary of The Capital Building and Loan Association of Baltimore City, the plaintiff in the above entitled case, and made oath in due form of law that the aforegoing is a true 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) Virginia Reymann, Notary Public.

My commission expires May,5, 1947.

Filed January 18, 1946.

B O N D .

EAGLE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK A STOCK COMPANY. A NEW YORK CORPORATION

KNOW ALL MEM BY THESE PRESENTS, That We, John O. Dumler 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 Dollars ($3500.00)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 18th day of January, nineteen Hundred and 46.

WHEREAS, by virtue of a power of sale contained in a mortgage from Clyde C. Miller & Elsie M. Miller, his wife, to The Capital Building and Loan Association of Baltimore City bearing date on or about the 15th day of March nineteen Hundred and 44 the said John O. Dumler is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage, or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John O. Dumler is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect. otherwise to be and remain in full force and virtue in law.

(Corporation Seal) John O. Dumler (SEAL)

EAGLE INDEMNITY COMPANY

Witness BY Benjamin Michaelson

Katherine H. McCutchan Attorney in fact.

Approved this 18" day of January 1946.

John H. Hopkins, 3rd, Clerk.

FILED JANUARY 18, 1945

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The report of sale of John O. Dumler, Attorney named in the mortgage, 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, which was duly approved, and having given notice of the time, place, manner and terms of sale, by

advertisement inserted in the The Maryland Gazette, a newspaper published in Anne Arundel County for more than twenty days preceding the day of sale, said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice, on the twenty-second day of January, 1946, at 11:00 o'clock A.M., sell at the Courthouse door, Annapolis,Maryland, the aforesaid fee simple property unto Ralph B. Miller and Alice E. Miller, his wife, at and for the sum of Thirty-five Hundred Fifty Dollars ($3550.00) cash, the said Ralph B. Miller and Alice E. Miller, his wife, having offered the greatest price therefor.

John O. Dumler,

Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 26th day of January, in the year one thousand nine hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Dumler, Attorney named in the mortgage, and made oath that the 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) Edith L. Lindsay - Notary Public.

My Commission expires May 5, 1947.

Filed January 30, 1946

ORDER NISI REPORT OF SALE.

Ordered, this 30th day of January, 1946, That the sale of the property mentioned in these proceedings made and reported by John O. Dumler, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of March next.

The report states that the amount of sales to be $3550.00

John H. Hopkins, 3rd, CLERK.

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 6, 1946

We hereby certify, that the annexed ORDER NISI- Equity 8980- Clyde C. Miller- 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 March 1946. The first insertion being made the 31st day of January, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 2067 By G. Clow.

Filed March 6, 1946

FINAL ORDER

ORDERED BY THE COURT, This 7 day of March, 1946, 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.

William J. McWilliams -

Filed 7 March, 1946.

J. H. H. # 62 Equity

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 28, 1946.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. The Capital Building and Loan Association of Baltimore vs Clyde C. Miller and wife in ac.

To Attorney for Fee	50.00	
To Attorney for Commissions	137.31	187.31
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	40.00	
Capital-Gazette Press -handbills	5.50	
Capital-Gazette Press - Order Nisi (Sale)	5.00	
Capital-Gazette Press -Order Nisi (this acct)	5.00	
Eagle Indemnity Co. -bond premium	14.00	
George W. Scible - auctioneer	16.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	1.75	
Edith L. Lindsay - notary fees	.50	89.95
To Attorney for Taxes, viz:		
1946 State and County taxes - adjusted		2.88
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee- this balance on account mortgage claim		3,259.19
		3,577.08

Amount of mortgage claim filed	3,367.56
Cr. Amount allowed as above	3,259.19
Balance subject to decree in personam	108.37

with John O. Dumler, Attorney named in mortgage

Cr.

1946			
Jan. 22	Proceeds of Sale	3,550.00	
	Interest on deferred payment - 1 month 20 days	27.08	3,577.08
			3,577.08

Filed April 3, 1946

ORDER NISI

ORDERED, This 3rd day of April, 1946, 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 6" 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 6" day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 3, 1946

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 7, 1946.

We hereby certify, that the annexed Order Nisi- Auditor's Acoount- Clyde C. Miller 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 6th day of May 1946. The first insertion being made the 11 day of April, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG__ By Mae Carlson

Filed May 7, 1946

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 8 day of May, 1946, 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.

William J. McWilliams,

Judge.

IN THE MATTER OF THE SALE	:	No. 8981 EQUITY
OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
JAMES FRANK RUSHE and	:	FOR
PAMELA GLORIA RUSHE, his wife.	:	ANNE ARUNDEL COUNTY

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket the above entitled case, file the within mortgage and enter my appearance.

William J. McWilliams,

Attorney named in the mortgage.

Filed Dec. 20, 1945.

MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 20th day of September, 1944 by and between JAMES FRANK RUSHE and PAMELA GLORIA RUSHE, his wife, parties of the first part, hereinafter called Mortgagor, and THE ARUNDEL BUILDING AND LOAN ASSOCIATION, INC., A CORPORATION OF THE State of Maryland, party of the second part, hereinafter called Mortgagee.

WHEREAS, the said James Frank Rushe and Pamela Gloria Rushe, his wife, being members and stockholders of The Arundel Building and Loan Association, Inc.,aforesaid to the extent of Seventeen (17) shares of Class B stock and Seventeen (17) shares of

Class C stock, and as such members participating in the profits of said Association, have received therefrom an advance of Seventeen Hundred and 00/100 ($1700.00) Dollars on said shares; and

WHEREAS, it was and in a condition precedent to said advance, as hereinbefore referred to, being made, that the repayment thereof with premium, interest and fines as hereinafter mentioned, and the performance of all the conditions and covenants herein contained, should be secured by a good and effectual mortgage on the property hereinafter described, wherefore this mortgage is executed under, and is to be construed by the Laws of Maryland, the proceeds hereof being part of the purchase money of the property described herein and conveyed to the mortgagors by deed of even date,

NOW THIS MORTGAGE WITNESSETH. That in consideration of the premises and the sum of Five ($5.00) Dollars, the Mortgagor does hereby grant and convey unto the Mortgagee, its successors and assigns in fee simple, all those four (4) lots or parcels of land, situate in the First Election District of Anne Arundel County, Maryland, known and designated as Lots Nos. 2059, 2060, 2061 and 2062 on the Plat of Woodland Beach, Sheet No. 2, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, Folio 211, Cabinet No. 1, Rod Y, Plat 7.

BEING the same property which was conveyed to the Mortgagors herein by Mary L.Adams, Divorced, 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 the rights, roads, alleys, ways, waters privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, the premium hereinafter mentioned, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage sahll have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal, premium,or interest as above provided, or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the rights to exercise it at any other time.

AND the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That he will pay to the Mortgagee, at its principal office in the City of Annapolis, Maryland, as dues, the sum of fifty cents on each and every share of Class B stock so loaned upon, monthly, on or before the 1st of each and every month; and, as a premium, the sum of Twenty and 85/100 ($20.85) Dollars per share payable in monthly installments of fifteen cents per share, until paid, on or before the 1st of each and every month; and interest on said advance at the rate of fifty cents per share,for each and every share of said Class B stock, monthly, on or before the said 1st of each month, that

he will pay all such fines as may by the Mortgagee in conformity with its Charter and By-Laws be imposed upon him for any default made in the payment of said monthly dues, premium installments and/or interest, that he will obey the Charter and By-Laws of the Mortgagee now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said loan, premium herein agreed upon, interest, fines, and all amounts paid by the Mortgageefor insurance and taxes shall by the payments made by the Mortgagor, and dividends allowed by the Mortgagee be paid in full according to an account to be stated by the Secretary of the Mortgagee, in accordance with the terms of the mortgage, and the Charter and By-Laws of the Mortgagee.

2. That he will pay all taxes, assessments, water rates and other governmental or municipal charges and hazard insurance premiums, fines or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of six per centum per annum and shall be secured by this mortgage.

3. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

4. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Seven - teen Hundred Dollars, said policy or policies to bear an endorsement making any loss payable to the Mortgagee as hereinafter provided in Section 5, and to deliver said policy or policies to the Mortgagee.

5. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and,at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage

for a period of two months, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the Mortgagee, or William J. McWilliams, 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, premium, fines, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, 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 Mortgagee or the party making the sale, 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 counsel fee of _Dollars ($__) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the Mortgagor, or to whoever may be entitled to the same.

And the Mortgagor hereby covenents and agrees 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 him 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 of 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 commission the Mortgagor hereby covenants and agrees to pay; and the Mortgagee or its said Attorney, shall not be required to receive the principal, premium 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, interest, premium, fines, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and bodies corporate shall be considered neuter gender.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Helen E. Tyler — James Frank Rushe, (SEAL)

Helen E. Tyler — Mrs. Pamela Gloria Rushe (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of September, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES FRANK RUSHE and PAMELA GLORIA RUSHE, his wife, the above named Mortgaors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared William J. McWilliams, the Attorney and Agent for the Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Helen E. Tyler,

(NOTARIAL SEAL)

Notary Public

Filed Dec. 20, 1945

STATEMENT OF MORTGAGE CLAIM.

Statement of the mortgage claim of The Arundel Building & Loan Association, Inc., a body corporate of the State of Maryland, under the first mortgage to it from James Frank Rushe and Pamela Gloria Rushe, his wife, dated September 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No, 313, Folio 435; and also statement of the mortgage claim of the said The Arundel Building & Loan Association, Inc., under the second mortgage to it from the said James Frank Bushe and Pamela Gloria Rushe, his wife, dated March 2, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 323, Folio 479, as per the order of this Court dated the 22nd day of January, 1946; both of said mortgages being in default.

Principal amount of first mortgage	$1,700.00	
Interest from September 1, 1945	42.50	
Premiums from September 1, 1945	12.75	
Fines from September 1, 1945	7.80	
	$1,763.05	
Paid in on principal	121.74	
Total amount due on first mortgage		$1,641.31
Principal amount of second mortgage	$2,000.00	
Interest to January 31, 1945	110.00	
		$3,751.31
Portion of second mortgage not advanced	$ 471.75	
Total amount due on both mortgages		$3,279.56

THE ARUNDEL BUILDING & LOAN ASSOCIATION, INC.

By: W. H. M. Smith,

Secretary.

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that, on this 21st day of January, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared W. H. M. SMITH, Secretary of THE ARUNDEL BUILDING & LOAN ASSOCIATION, INC., and made oath in due form of law that the foregoing is a true statement of the amount remaining due it on its mortgage claim described herein, and that it has not

received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

WITNESS my hand and Notarial Seal.

Helen E. Tyler,

(NOTARIAL SEAL)

Notary Public

Filed January 22, 1946, at 9, A.M.

B O N D

Maryland Form Bond - Sale of Real Estate

GLENS FALLS INDEMNITY COMPANY, - GLENS FALLS, NEW YORK.

KNOW ALL MEN BY THESE PRESENTS:

That we, William J. McWilliams, Attorney named in the mortgage, as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate 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 Five Hundred ($3,500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 21st day of January nineteen hundred and forty-six.

WHEREAS By virtue of a power of sale contained in a mortgage from James Frank Rushe and Pamela Gloria Rushe, his wife, to The Arundel Building & Loan Association, Inc. bearing date on or about the 20th day of September nineteen hundred and forty-four, the said William J. McWilliams is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said William J. McWilliams, Attorney named in the mortgage is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William J. McWilliams do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

William J. McWilliams (SEAL)

GLENS FALLS INDEMNITY COMPANY

(Corporation seal)

Fred E. Voges

Attorney in Fact.

Approved this 22" day of Jan'y, 1946.

John H. Hopkins, 3rd, Clerk.

Filed January 22, 1946.

AUCTIONEER'S AND PURCHASER'S CERTIFICATES

GEORGE W. SCIBLE Auctioneer

McWILLIAMS, DUCKETT & HALEY, Solicitors

Church Circle, Annapolis, Maryland

ATTOENEY'S SALE

of valuable IMPROVED PROPERTY

Situate in the First Election District of Anne Arundel County, Maryland.

By Virtue of the power and authority contained in a mortgage from James Frank Rushe and Pamela Gloria Rushe, his wife, dated September 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, folio 435, William J. McWilliams, the Attorney named in said mortgage for the purpose of foreclosure (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on TUESDAY JANUARY 22, 1946 at 11:00 Oclock A.M. the following property:

ALL those four (4) lots or parcels of land situate in the First Election District of Anne Arundel County on Fairmount Drive, Woodland Beach, known and designated as Lots Nos. 2059, 2060,2061 and 2062 on the plat of Woodland Beach, Sheet No. 2,which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 211 (Plat Cabinet No. 1,Rod Y, Plat 7).

BEING the same property which was conveyed to James Frank Rushe and Pamela Gloria Rushe, his wife,, by Mary L. Adams, divorced, by deed dated September 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 313, folio 435.

THE property is improved by a two-story famre dwelling with a composition roof and is located on Fairmount Drive, Woodland Beach.

TERMS OF SALE: A deposit of three hundred ($300.00) dollars will be required of the purchaser or purchasers of the above property at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum, (6%) per annum, to be paid in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Taxes, insurance and all other public charges of every kind and nature will be adjusted to the date of sale t the Court House door.

For further particulars, apply to:

WILLIAM J. McWILLIAMS,

Church Circle, Annapolis, Md.

I HEREBY CERTIFY that I have this 22nd day of January, 1946, sold the within described property to The Arundel Building and Loan Association, Inc. at and for the sum of $2500.00,it being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Geo. W. Scible - Auctioneer.

I hereby certify that I have this 22 day of January, 1946, purchased the within described property from William J. McWilliams, Attorney named in the mortgage, at and for the sum of $2500.00, and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

The Arundel Building & Loan Association, Inc.

by W. H. M. Smith (SEAL)
Secretary.

Filed January 22, 1946.

REPORT OF SALE

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William J. McWilliams, the Attorney named in the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from James Frank Rushe and Pamela Gloria Rushe, his wife, ,dated September 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, Folio 435, the said William J. McWilliams, Attorney named in said mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, 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, and also by hand-bills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, January 22, 1946, at 11:00 o'clock, A.M., at the Court House door in the City of Annapolis,Maryland, offer the property in said mortgage described for sale at public auction; and the said William J. McWilliams, Attorney as aforesaid, then and there sold the property to The Arundel Building & Loan Association Inc. for the sum of Two Thousand Five Hundred Dollars ($2,500.00), it being at that figure the highest bidder therefor, the said property consisting of Four (4) lots or parcels of land, improved by a two-story frame dwelling with a composition roof, and described as follows:

All those four (4) lots or parcels of land situate in the First Election District of Anne Arundel County on Fairmount Drive, Woodland Beach, known and designated as Lots Nos. 2059, 2060, 2061 and 2062 on the plat of Woodland Beach, Sheet No. 2, which said plat is recorded among the Plat Records of Anne Arundel County, in Plat Book F.S.R. No. 3, Folio 211(Plat Cabinet No. 1,Rod Y, Plat 7.).

BEING THE SAME PROPERTY WHICH WAS CONVEYED TO James Frank Rushe and Pamela Gloria Rushe, his wife, by Mary L. Adams, divorced, by deed dated September 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313, Folio 435.

2. And the said Attorney further reports that he has received from the purchaser of Three Hundred ($300.00) Dollars required by the terms of 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 Three Hundred ($300.00) Dollars will be required of the purchaser or purchasers of the above property at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six (6%) per centum per annum, to be paid in cash upon the final ratification of sale by the Circuit Court for Anne Arundel County. Taxes, insurance 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

Attorney named in the mortgage.

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that, on this 21st day of January,1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, the Attorney named in the mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Helen E. Tyler, Notary Public.

Filed January 22, 1946

J.H.H. #62 Equity.

ORDER NISI on REPORT OF SALE

Ordered, this 22!! day of January, 1946, That the sale of the property mentioned in in these proceedings made and reported by William J. McWilliams, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February next¢ Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February, next. The report states that the amount of sales to be $2500.00.

John H. Hopkins, 3rd, Clerk.

Filed January 22, 1946

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 11, 1946

We hereby certify, that the annexed Order Nisi Eq. #8981- James Frank Rushe was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, once a week for 3 successive weeks before the 23rd day of February,1946.

The first insertion being made the 24th day of January 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 2049 BY G. Clow

Filed February 28, 1946

FINAL ORDER

ORDERED BY THE COURT, This first day of March,1946,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 show, 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 Clerk.

Judge.

Filed 1 March, 1946

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 18, 1946.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James Frank Rushe and Wife in ac.

To Attorney for Commissions		107.82
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Attorney for Expenses, viz:		

Capital-Gazette Press- advertising sale	32.00	
Capital-Gazette Press- handbills	5.50	
Capital-Gazette Press- Order Nisi on Sale	5.00	
Capital-Gazette Press-Order Nisi on this account	5.00	
Fred E. Voges, Agent - bond premium	14.00	
George W. Scible - auctioneer's fee	16.00	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.25	
Helen E. Tyler - notary fees	1.50	81.63
To Attorney for Taxes, viz:		
1946 State & County taxes ($19.69-adj.)		3.55
To The Arundel Building & Loan Ass'n,Inc.,		
first mortgagee- in full for mortgage claim filed		1,641 31
To The Arundel Building & Loan Ass'n. Inc.,-		
second mortgage- this balance on account second mortgage claim filed		646.67
		2,518.73

Amount of second mortgage claim	1,638.25	
Paid on account as above	646.67	
Balance due on second mortgage, subject to decree in personam	991.58	

with William J. McWilliams,Attoney named in Mortgage Cr.

1946			
Jan.22	Proceeds of Sale	2,500.00	
	Interest on deferred payment	12.84	2, 512.84
	Refund prepaid fire insurance premium		5.89
			2,518.73

ORDER NISI

ORDERED, this 19" day of March, 1946, 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 20" 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 20th day of April,next.

John H. Hopkins, 3rd, CLERK.

Filed March 19, 1946

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 19, 1946.

We hereby certify, that the annexed Order Nisi-James Frank Rushe 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 20th day of April,1946. The first insertion being mase the 21st day of March, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 3910

By Mae Carlson

Filed April 22, 1946.

J.H.H. #62 Equity.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 2nd day of May. 1946, 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 Clerk. / _

Filed 2 MAY, 1946.

JEANETTE C. GOODMAN,	:	No. 8990 Equity
JEROME D. GOODMAN,	:	IN THE CIRCUIT COURT
HILDA A. GOODMAN,		
MIRIAM N. GOODMAN,	:	FOR
Petitioners.		
vs		ANNE ARUNDEL COUNTY
	:	
CORINNE C. GOODMAN		
Respondent.	:	

::::::::::::::

PETITION TO DECREE SALE OF LAND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners respectfully show:-

1. That in his life time Aaron Lee Goodman owned realty in Eastport, Maryland, conveyed to him by William Katsereles and Christina Katsereles by deed dated October 23, 1937 recorded among the land records of Anne Arundel County in liber F.A.M. 172 folio 349. The principal improvements on said realty are two stores separated by an alleyway, one of which is inhabitable condition and is rented to others, the other of which is in ruinous condition and cannot be made habitable except by a large expenditure for repair or reconstruction of the building.

2. That Aaron Lee Goodman has departed this life intestate, survived by his widow, Jeanette C. Goodman, and by his children, Jerome D. Goodman, Hilda A. Goodman, ~~MXXXXXXXXXXXXXXXXXX~~ Miriam N. Goodman, and Corinne C. Goodman, all of whom are adults except Corinne C. Goodman who is an infant and unmarried and who resides with her mother, Jeanette C. Goodman.

3. That all of them have contracted with Samuel J. Katcef to sell to him the portion of said tract upon which the ruined building is located together with the adjoining six inch width of the alleyway at a price of thirteen hundred dollars as will more fully appear by reference to said contract filed herewith.

4. That said price is the fair value of the property being sold and the sale is for the benefit and advantage of said infant in that it will effect a reduction of taxes, avoid the further depreciation of the property, and will provide a sum of money to bear interest or be applied for her use instead of the tax bearing non-rent producing property, and inother ways. That the property sold cannot be divided in kind without loss or injury to the parties interested.

TO THE END THEREFORE: (1) That this Court decree a sale of said property to Samuel J. Katcef at said price and in accordance with said contract; and a division

of the money.

(2) That a guardian ad litem be appointed for said infant.

(3) And for such other and further relief as the nature of the case may require.

May it please your Honors to grant a writ of subpoena directed to the said infant, Corinne C. Goodman, who resides at No. 60 Southgate Avenue, Annapolis, Maryland, commanding her to be in this Court at some certain time to answer the premises and abide by and perform such decrees as may be passed therein; to be read to and a copy left with said infant; and in addition thereto a copy of said subpoena to be left with Jeanette C. Goodman, mother of said infant, at the same address.

And as in duty bound, etc.

Jeanette C. Goodman
Jerome D. Goodman
Hilda A. Goodman
Miriam N. Goodman
Miriam N. Goodman

Emanuel Klawans — Petitioners

Solicitor for the petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 18th day of January, 1946, before the subscriber, a notary public of the State of Maryland, in and for Anne Arundel County, personally appeared HILDA A. GOODMAN, and she 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, to the best of her information, knowledge and belief. As witness my hand and notarial seal.

(Notarial Seal) Lillian M. Fine - Notary Public.

Filed Jany. 18, 1946.

PETITION TO APPOINT GUARDIAN AD LITEM

To The Honorable, The Judges of said Court:

The petition of the plaintiffs respectfully shows:-

1. That the defendant, Corinne C. Goodman, has been duly summoned to appear to this suit; and being a minor she can neither affirm nor deny the allegations of the bill of complaint; nor can she file answer thereto except by guardian ad litem.

To the End Therefore: The petitioners pray that a guardian ad litem be appointed to appear for said defendant.

And as in duty bound, etc.

E. Klawans

Filed Jany. 22 1946 — Solicitor for the petitioners

O R D E R O F C O U R T

Ordered by the Circuit Court for Anne Arundel County sitting in equity this 24th day of January, 1946, that Edward G. Chaney is hereby appointed Guardian Ad Litem for Corinne C. Goodman in the above cause.

James Clark, A.J.

Filed 24 January, 1946

ANSWER OF GUARDIAN AD LITEM.

To The Honorable, The Judges of said Court:

The answer of Corinne C. Goodman, infant, by Edward Chaney, her guardian ad litem, respectfully shows:-

1. That she is a minor, and therefore unable to admit or deny the allegations of the allegations of the bill of complaint, and she submits her rights to the decision of the Court.

And as in duty bound, etc.

Edward G. Chaney

Guardian Ad Litem.

Filed Feby. 14, 1946.

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:-

Mr. Emanuel Klawans, Solicitor for Plaintiffs.

Mr. Edward Chaney, Solicitor for Defendant,and Guardian-ad-Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Hilda C. Goodman,----------2 to 3

T. Carroll Worthington,------ 4 to 5

Hilda C. Goodman, one of the Plaintiffs, being first duly sworn, deposes and says: (Klawans).

1. State your name and residence?

A. Hilda C. Goodman, 60 Southgate ave., Annapolis, Md.

2. Did you know Aaron L. Goodman?

A. Yes, he was my father.

3. Is he living or dead?

A. He died October 17th, 1945.

4. In his life time was he the owner of property situate in Eastport, Anne Arundel County, known as No. 437--4th st.?

A. Yes he was.

5. Is this the deed by which he acquired this property?

A. Yes it is.

°°°°°°Deed offered in evidence and filed as Exam. Ex. 2.

6. Did Aaron L. Goodman leave a Last Will and Testament?

A. No he did not.

7. Who survived him as his heirs at law?

A. His wife, Jeanette C. Goodman, and his four children, namely Jerome D. Goodman, Miriam N. Goodman, Hilda A, Goodman, Corinne S. Goodman.

8. Are those all his children?

A. Yes.

9. Are all of these children over 21 years of age?

A. All are except Corinne, she is 19 years old.

10. I hand you this Contract of Sale signed by all of the parties you have named, and ask you what that is?

A. It is a Contract of Sale for $1300 for a sale of part of the property on 4th street, Eastport described in the Deed filed as Exhibit No. 2.

°°°°°° Contract of Sale filed as Exam. Exh. 3.

11. I hand you this Surveyor's description and ask you what is the property contained therein.

°°°°°Offered and filed as Exam. Exh. 1.

A. That is the property that is contracted to be sold, as mentioned in the Contract of Sale, and a part of the whole property described in the Deed filed herein.

12. Do you think that this sale at $1300 would be for the interest and advantage of Corinne C. Goodman, the infant?

A. Yes I do.

13. Why are you of that opinion?

A. Because of the condition of the property now it would not be rentable, would have to have extensive repairs or rebuilding to make it rentable.

14. Does it produce any income now?

A. No, that particular piece does not produce any income at all.

15. Do you think the purchase price of $1300 is fair from the standpoint of the infant?

A. Yes I do.

16. Has there been an administration on your father's estate?

A. Yes, the estate has not been closed.

17. Has Notice to Creditors been published?

A. Yes it has.

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

A. No.

Hilda A. Goodman

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:-

(Klawans.)

1. State your name, residence and occupation?

A. T. Carroll Worthington, Annapolis, Md.; Realtor.

2. Where are you engaged in that business?

A. Annapolis and Anne Arundel County.

3. How long have you been so engaged?

A. Since 1933.

4. Are you familiar with the value of real estate in Eastport, Anne Arundel County?

A. Yes I am.

5. I hand you this surveyor's description of a piece of property known as 437 4th st., Eastport,Md. and ask if you have inspected that property?

A. I have.

°°°°°°Offered and filed as Exam. Exh. 1.

6. What, in your opinion, is the fair market value of that property today?

A. The fair market value today would be about $1,000.

7. What condition are the improvements in?

A. Very bad condition, it would really only have a lot value. It has improvements on it but in such bad shape it would not pay to fix it up.

8. Would you say are in a ruinous condition?

A. Yes, I should say so, it should be torn down.

9. Would you say that $1300 was a fair price for it?

A. Yes, very fair.

10. Do you think that a sale of this property at that price would be to the interest and advantage of the minor's interest therein?

A. It would.

11. Why are you of that opinion?

A. I think $1300 is a little more than a fair market value today, and the property right now is not bringing any income.

12. Could it be rented in its present condition.

A. It could not.

13. In order to rent it, a new building would have to be erected on it virtually?

A. It would.

14. Could this property be divided among the several heirs without loss or injury to them?

A. No.

15. Why are you of that opinion?

A. Only a 20 foot front there in one piece of property and too many heirs.

To the general question under the rule the witness says:

A. No. T. CARROLL WORTHINGTON

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

Witness my hand and seal this 19th day of February 1946.

JNO. S. STRAHORN (SEAL)

Examiner.

Filed Feby. 19, 1946.

Examiner's Exhibit 1. J.S.S.

T. T. Pantaleo
State Registered Land Surveyor,

10 Brooke Ave., Annapolis, Maryland.

DESCRIPTION OF PROPERTY KNOWN AS NO.437 FOURTH STREET EASTPORT, MD.

BEGINNING for the same at a cross cut in the concrete sidewalk on the easterly side of Fourth Street (formerly Third Street) distant North 29° 15' West, 64.00 feet from the corner formed by the intersection of the said easterly side of Fourth Street with the westerly side of Chesapeake Avenue; said beginning point being also distant North 29° 15' West, 20.75 feet from the beginning point in the description contained in a deed dated October 23, 1937, whereby the property was conveyed by Christina Katsereles and husband to Aaron L. Goodman and recorded among the Land Records of Anne Arundel County, Maryland in Liber F.A.M. No. 172 Folio 342; and running thence from said point of beginning and with the said easterly side of Fourth Street, North 29° 15' West, 20.6 feet to a point; thence leaving said Fourth Street and running between the walls of Building No. 437 located on the property now being described and Building No. 435 located on the property immediately adjoining on the westerly side and continuing on North 60° 45' East, 80.0 feet to a point on the corner of a fence now erected in the

rear of the property now being described; thence with said fence South 29° 15' East, 20.6 feet to a nail set in said fence; thence running South 60° 45' West, 80.0 feet to the place of beginning.

CONTAINING 1,648 square feet of land.

Not filed.

EXAM. EXH. #2. J.D.S.

D E E D .

INT. REV.STAMPS $ 3.50-MD. STATE STAMP $.50

THIS DEED, Made this Twenty-third day of October, in the year one thousand nine hundred and Thirty-seven, by and between Christina Katsereles and William Katsereles, her husband, Grantors, of Anne Arundel County, in the State of Maryland, of the first part, and Aaron L. Goodman, of the second part, Grantee ,

WITNESSETH, that in consideration of the sum of FIVE DOLLARS and other good and valuable considerations paid by the said party 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 grant and convey unto the said Aaron L. Goodman, his heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in Eastport, Anne Arundel County, Maryland, and described as follows, that is to say:-

BEGINNING for the same at a point on the East side of Third Street distant in a Northwest direction 43 feet 3 inches from the intersection of said Third Street and Chesapeake Avenue and running from thence at right angles to Third Street Easterly 80 feet thence at right angles to said First line Northerly 40 feet thence parallel with said Chesapeake Avenue Westerly 80 feet to the East side of said Third Street and thence with the East side of said Third Street Southerly 40 feet to the point of beginning.

BEING the same property which was conveyed to Christina Katsereles by Harry Ivrey and Tillie Ivrey, his wife by deed dated November 25, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 102, folio 69.

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 thereto belonging or appertaining unto and to the proper use and benefit of the said Aaron L. Goodman,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 grantors.

TEST: X her mark CHRESTENA KATSERELES (SEAL)

Lina Johnson WILLIAM KATSERELES (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 23rd day of October, in the year one thousand nine hundred and Thirty-seven, before me, the subscriber, a Notary Public of the State of

Maryland, in and for the County aforesaid, personally appeared Christina Katsereles and William Katsereles, her husband, the above named grantors, and each acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Lena Johnson - Notary Public

Not Filed ?

Examiner's Exhibit #3. J.D.S.

CONTRACT OF SALE.

THIS AGREEMENT, made this 17 day of Jan. 1946, by and between Jeanette C.Goodman, Jerome D. Goodman and Margey I. Goodman, his wife, Hilda A. Goodman, Miriam N. Goodman, and Corinne C. Goodman, of the first part, hereinafter called the vendors; and Samuel J. Katcef, of the second part, hereinafter called the vendee,

WITNESSETH, that the vendors have sold to the vendee and he has purchased from them, a parcel of land, with the improvements thereon, and the rights and appurtenances thereto, located on the East side of Fourth Street (formerly Third Street) in the Village of Eastport, Second Election District of Anne Arundel County, Maryland, described as follows:- Being a part of the property conveyed to Aaron Lee Goodman by Christina Katsereles and William Katsereles, by deed dated October 23, 1937 recorded among the land records of said County in liber F.A.M. 172 folio 349; being all of said property lying North of the alleyway now existing plus the adjoining six inch width of said alleyway, and extending back from Fourth Street for the entire depth of said property, The portion of the whole tract now known as Jiggs Tavern, and all of said alleyway except the said six inch width thereof, are not included in this sale. The vendee shall not have a right of way over said alleyway appurtenant to the land hereby sold.

AT and for a total price of thirteen hundred dollars ($1,300.00), of which none dollars have been paid, receipt of which is hereby acknowledged, balance to be paid in full within fifteen days after ratification of this contract by the Circuit Court for Anne Arundel County. Upon payment in full of said purchase price, the vendors shall convey good and merchantable title in fee simple, free of all encumbrances, to the vendee, his heirs and assigns, by warranty deed to be executed at the expense of the vendee. All taxes, public dues and charges of every nature and description, to be adjusted to date of transfer, Federal and State documentary stamps to be paid one half by vendors and one-half by vendee.

As Corinne C. Goodman is a minor, her contract must be ratified by a decree of the Circuit Court for Anne Arundel County. All costs of this proceeding, including attorney's fee and Clerk's charge for recording same, shall be borne by purchaser, also costs of survey on vendee.

AS WITNESS the hands and seals of the parties.

Attest:

MARY M. JONES	as to	Jeanette C. Goodman	(SEAL)
WM. J. ROSE	as to	Jerome D. Goodman	(SEAL)
WM. J. ROSE	as to	MArgery I. Goodman	(SEAL)
Mary M. Jones	as to	Hilda A. Goodman	(SEAL)

Mary M. Jones	as to	Miriam N. Goodman	(SEAL)
Mary M. Jones	as to	Corinne C. Goodman	(SEAL)
Emanuel Klawans	as to	Samuel J. Katcef	(SEAL)

Filed Jany. 19, 1946.

SUBMISSION FOR DECREE

To the Honorable, The Judges of said Court:

The parties submit this case for immediate decree.

Emanuel Klawans

Solicitor for the Plaintiffs

Edward G. Chaney

Guardian ad litem.

Filed Feb'y 19, 1946

DECREE OF COURT

This cause standing ready for hearing and being xubmitted, the proceedings were read and considered by the Court.

Thereupon, it is this 28" day of February, 1946, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered and Decreed, that the contract of sale filed as Examiner's Exhibit 3 whereby Corinne C. Goodman, an infant, and others, agree to sell to Samuel Katcef a part of the property conveyed to Aaron L. Goodman by deed recorded among the land records of Anne Arundel County, Maryland, in liber F.A.M. 172 folio 349, being the portion thereof contained within the surveyor's description filed as Examiner's Exhibit 1, is for the benefit and advantage of said infant, and that the land thereby sold cannot be divided in kind without loss or injury to the parties interested, and is hereby ratified and confirmed according to the terms and provisions of said contract.

And it is further adjudged, ordered and decreed that Emanuel Klawans is hereby appointed trustee to execute a deed in accordance with said contract, 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 twenty-six hundred 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; and on the payment of the whole purchase money, and not before, the trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to Samuel Katcef, his heirs and assigns, the property and estate of Corinne C. Goodman, and of all other parties to this cause, plaintiff and defendant, in and to the property and estate to him sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or any of them; and the trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court. He shall report his proceeding to Court.

And it is further adjudged, ordered and decreed, that the purchaser pay the costs of this proceeding, as is provided in said contract.

And it is further adjudged, ordered and decreed, that this decree shall be without prejudice to any claims of any other persons not party to these proceedings, in and to the property sold.

William J. McWilliams, A. J.

Filed February 28, 1946.

J.H.H. #62 Equity

TRUSTEE'S BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, Emanuel Klawans, of Annapolis,Maryland, as principal; and Anna Katcef, Widow, and Benjamin Katcef and Fanny Katcef, his wife, as sureties, all of Anne Arundel County, Maryland, are held and firmly bound unto the State of Maryland, in the sum of two thousand six hundred dollars, lawful money of the United States, to be paid to the State of Maryland,for which payment, well and truly to be made, we bind outselves and our heirs, executors and administrators, jointly and severally, by these presents, signed and sealed this 11th day of March, 1946.

The condition of this obligation is such, that whereas the above named Emanuel Klawans was, on the 28th day of February, 1946, appointed trustee in the case pending in No. 8990 Equity in the Circuit Court for Anne Arundel County, wherein Jeanette C. Goodman etal are plaintiffs and Corinne C. Goodman, an infant, is defendant, and he, Emanuel Klawans, has accepted said trust with all the duties and obligations pertaining thereto;

Now, therefore, if the said Emanuel Klawans, trustee as aforesaid, shall obey such orders as said Court may make in relation to said trust, and shall faithfully and truly account for all the moneys, assets and effects which shall come into his hands and possession in pursuance of said trust, and shall in all respects faithfully perform all of his duties as said trustee, then this obligation to be void; otherwise to remain in full force and virtue.

Attest:

Samuel J. Katcef	as to	Emanuel Klawans, Trustee	(SEAL)
Samuel J. Katcef	as to	Annie Katcef	(SEAL)
Samuel J. Katcef	as to	Benjamin Katcef	(SEAL)
Samuel J. Katcef	as to	Fanny Katcef	(SEAL)

The above bond is approved by the Clerk of the Circuit Court for Anne Arundel County in Equity this 12th day of March, 1946.

John H. Hopkins, 3rd.,

CIerk of Court.

Filed March 12, 1946.

TRUSTEE'S REPORT

To The Honorable, The Judges of said Court:

The report of Emanuel Klawans, trustee, appointed by a decree passed in the above entitled cause on February, 28, 1946, to convey certain realty therein mentioned, respectfully shows:

That he first filed bond with sureties, in the amount of $2600, approved by the Clerk of this Court, for the faithful performance of said decree, and having complied with all pre-requisites required by law and said decree, he did receive from Samuel J. Katcef, the purchaser named in said decree, the sum of $1300 being the full purchase price stated in said decree and in the contract of sale filed in the above case, plus all court costs of the above entitled proceedings, and all sums required to be paid by the purchaser under the terms of said decree and of said contract; and thereupon he did execute a deed at the expense of the purchaser conveying to him, his heirs and assigns, all of the title and estate of all persons to this cause and of all persons claiming

under them, in and to the property agreed to be sold under said contract, directed to be sold and conveyed by said decree, described in the above entitled proceedings; all in accordance with the terms of said decree.

Respectfully submitted by

E. Klawans, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that on this 27th day of March, 1946, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Emanuel Klawans, the trustee named in the above report, and he did make oath in due form of law that the matters and facts set forth in the above report are true and bonafide as therein stated. As witness my hand and notarial seal.

(Notarial Seal) Lillian M. Fine, Notary Public

Filed March 27, 1946

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 28" day of March, 1946, that the aforegoing report of Emanuel Klawans, trustee, is hereby approved; and that an auditor's account be stated and that the trustee distribute the proceeds of sale in accordance therewith.

WILLIAM J. McWILLIAMS, A. J.

Filed 28 March, 1946.

ANNE ARUNDEL COUNTY WELFARE BOARD	IN THE
vs	CIRCUIT COURT
RACHEL WILSON, WIDOW	FOR
ISABELLE JONES AND THOMAS JONES, her husband, ROSE WILLIAMS and SIDNEY WILLIAMS, her husband, heirs-at-law of JAMES TYLER.	ANNE ARUNDEL COUNTY
	NO. 8997 EQUITY.

To the Honorable, the Judges of said Court:

The petition of the Anne Arundel County Welfare Board, by Benjamin Michaelson, its Solicitor, respectfully represents:

1. That your petitioner is the duly constituted Welfare Board for Anne Arundel County, as provided by law, and accordingly it is authorized to administer locally the laws of the State of Maryland pertaining to aid to dependent children, old age assistance, and other welfare services.

2. That one James Tyler, who was a resident of the City of A nnapolis, at No. 34 Cathedral Street, during his lifetime was the recipient of old age assistance from your petitioner for a number of years, and at the time of his death in January, 1946, the amount of old age assistance rendered to said beneficiary was $2,178.24, and that said sum is a claim against the estate of the said James Tyler.

3. That, at the time of his death, the said James Tyler was seized and possessed of a lot of ground, improved by a two story frame dwelling, which was used as his place of residence, said property being the same property which was conveyed to the said James Tyler

and Julia Tyler, his wife, by James M. Munroe, Trustee, by deed dated April 18, 1918, said deed being recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio308; a certified copy of which is filed herewith as plaintiff's exhibit "A".

4. That the said James Tyler departed this life intestate on or about January 3rd, 1946, and he left surviving him the following heirs who are all adults; Rachel Wilson, a niece, Isabelle Jones, a niece, and Thomas Jones, her husband, Rose Williams, a niece, and Sidney Williams, her husband, all residents of Anne Arundel County. 5. That the said James Tyler left no personal estate, and the only assets are the aforesaid real estate, owned by him at the time of her death, and there has been no administration of his estate in the Orphans Court for Anne Arundel County.

6. That your petitioner is the largest claimant against the estate of said decedent, and in view of the fact that there are no personal assets, it will be necessary to have the real estate sold in order to pay the claim of your petitioner.

7. That said real estate is not occupied by any of the relatives of said decedent and unless said property is sold soon, there will be a substantial depreciation in the value of said property.

To the end, therefore,

(a) That a trustee may be appointed by this Court to sell the real estate mentioned herein; and that said trustee be authorized the grant and convey said property unto the purchaser by a good and merchantable title.

(b) That your petitioner may have the proceeds of the sale of said property after payment of costs and expenses, applied to the payment of its claim.

(c) That a notice to creditors be issued giving notice that the creditors of James Tyler and of those claiming by, from or under him, file their claim in this Court within the time prescribed by this Court.

(d) That your peritioner may have such other and further relief as its case may require.

May it please your Honors to grant unto your petitioner the writ of subpoena directed to the said defendants, Rachel Wilson, Spa Road, Isabelle Jones and Thomas Jones, her husband, 916 Smithville Street,Annapolis, Maryland, and Rose Williams, and Sidney Williams, her husband, Shaw Street, Annapolis, Maryland, commanding them to be and appear in this Court at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed thereon.

And as in duty bound, etc.

ANNE ARUNDEL COUNTY WELFARE BOARD,

Benjamin Michaelson By Agnes Reeda, Executive Secretary,

Solicitor for Petitioner. Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of February, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Agnes Reeda, Executive Secretary of the Anne Arundel County Welfare Board, and she made oath in due form of law that the matters and things set forth in

the fore-going petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notary Seal) Katharine H. McCutchan (SEAL)

Notary Public.

Filed Feby. 2. 1946.

Exhibit "A" Exams. Exh. 1,- J.D.S.

DEED

THIS DEED, made this eighteenth day of April in the year 1918, by James M.Monroe, Trustee, of Annnapolis, Maryland.

WITNESSETH, Whereas, by a deed of even date herewith Julia Tyler and James H.Tyler, her husband, have granted and conveyed unto the said James M. Munroe, as Trustee, the property hereinafter mentioned, in special trust and confidence,nevertheless, that the said James M. Munroe, as such Trustee, would immediately re-convey said property to the said Julia Tyler and James H. Tyler, as tenants by the entireties thereof.

NOW THEREFORE in execution of the aforesaid trust and for the purpose of accomplshing the said purpose the said James M. Munroe, as Trustee, doth by these presents grant and convey unto the said James H. Tyler and Julia Tyler, his wife.

All that lot of ground situate on the northeast side of Cathedral Street in the City of Annapolis, Maryland, which by deed dated the 18th day of June,1914, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 105 folio 369.&c., was conveyed to the said Julia Tyler by the said James H. Tyler, and which said property is in the said deed fully and particular_ described.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Julia Tyler and James H. Tyler, her husband, as tenants by the entireties thereof.

Witness the hand and seal of the Grantor.

Test: Ethel T. Jickling James M. Munroe,Trustee, (Seal)

STATE of Maryland, Anne Arundel County, to-wit:-

I Hereby certify that on this 18th day of April in the year 1918, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named James M. Munroe, as Trustee, and acknowledged the aforegoing deed to be his act.

Witness my hand and Seal Notarial.

(NOTARIAL SEAL) Ethel T. Jickling , Notary Public.

Recorded 24th April, 1918.

State of Maryland, Anne Arundel County, Sct:

I Hereby certify that the foregoing Deed was truly taken and copied from Liber G.W. No. 141, folio 308, one of the Land Records 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 30th day of January, A.D. 1946.

(Court Seal) John H. Hopkins, 3rd, CLERK.

Filed Febry 2, 1946.

PETITION FOR DECREE PRO CONFESSO AND ORDER OF COURT THEREON.

To the Honorable, the Judges of said Court:

The Petition of Benjamin Michaelson, solicitor for the Anne Arundel County Welfare Board, respectfully represents:

1. That the defendants, Rachel Wilson, widow, Isabelle Jones and Thomas Jones, her husband, Rose Williams and Sidney Williams, her husband, heirs-at-law of James Tyler, deceased, were duly subpoenaed to be and appear in this Court to answer the complaint of the Anne Arundel County Welfare Board and were required to file their answers or other defense within fifteen days from February 4, 1946.

2. That said defendants have failed to appear and have not filed their answers or other defense to the petition or bill of complaint within the time provided by law.

3. That under the circumstances, your petitioner is entitled to a decree pro confesso against the said defendants.

4. That your petitioner desires to take testimony before one of the standing examiners of this Court to support the allegations of the bill of complaint.

Wherefore your petitioner prays this Honorable Court to pass an order granting that said bill of complaint be taken pro confesso against the said defendants and that your petitioner be given leave to take testimony before one of the standing examiners of the Court to support the allegations in the bill of complaint.

And as in duty bound, etc.

BENJAMIN MICHAELSON,

Solicitor for Petitioner.

Filed Feb. 21, 1946

ORDER OF COURT

Upon the foregoing petition it is hereby ordered this 23" day of February, 1946, by the Circuit Court for Anne Arundel County in Equity that the petition of the plaintiff be, and the same is hereby taken pro confesso against the said defendants; it is further ordered that leave be granted to the plaintiff to take testimony before one of the standing examiners of the Court to support the allegations of the bill of complaint.

William J. McWilliams, Judge.

Filed Feb. 23, 1946.

TESTIMONY ON BEHALF OF PLAINTIFF.

February 27, 1946.

PRESENT:

Mr. Benjamin Michaelson, Solicitor for Plaintiff.

Decree Pro Confesso, Febry. 23rd, 1946.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Agnes Reeder, ----------2 to 3

Royal H. Wigley,---------4

Thomas K. Harrison,------5

Miss Agnes Reeda, a witness of lawful age, being first duly sworn, deposes and says;

(MICHAELSON)

1. State your name and position you occupy?

A. Agnes Reeda, Executive Secretary of The Anne Arundel County Welfare Board.

2. You have filed suit against the heirs of James Tyler, deceased?

A. Yes.

3. Who was James Tyler?

A. A recipient of old age asststance in Anne Arundel County, who resided at 34 Cathedral st., Annapolis, Md. He was an elderly man.

4. How many years did he receive Old Age assistance from the Anne Arundel County Welfare Board?

A. From January, 1936 through December, 1945.

5. What is the amount of the claim which The Anne Arundel County Welfare Board has against him?

A. $2,178.24.

6. Did James Tyler own any real estate at the time of his death?

A. Yes, the property in which he was living at 34 Cathedral st.,Annapolis, Md.

7. When did James Tyler die?

A. In December, 1945.

8. Has there been any administration on his estate?

A. No.

9. I hand you a certified copy of the deed dated April 18th, 1918 recorded in Liber G.W. No. 141, folio 308, from James M. Munroe, Trustee, to Julia Tyler and James H.Tyler, her husband, is that the deed for the property mentioned herein,

A. Yes it is.

°°°°Offered in evidence and filed as Exam. Exh. 1.

10. Did Julia Tyler the wife die before her husband?

A. Yes she did.

11. Who are the heirs at law of James Tyler, deceased?

A. They are his Nieces.

Rachel Wilson, widow,

Isabella Jones who married Thomas Jones

Rose Williams, who married Sidney Williams; They are all of full age.

12. They are his Nieces and his only heirs far as you know, based on information gotten from these relatives?

A. That's correct.

13. This property is not occupied by any of the relatives at this time?

A. No.

14. Have you any idea as to the value of this property?

A. I believe it is assessed at something over $1500.

15. You are asking the Court to appoint a Trustee to sell the property so that the proceeds may be applied to the payment of the claim of The Anne Arundel County Welfare Board?

A. That's right.

To the general question under the rule the witness says:

A. No.

Agnes Reeda.

Royal H. Wigley,a witness of lawful age, being first duly sworn, deposes and says:-

(Michaelson)

1. State your name and residence?

A. Royal H. Wigley, Anne Arundel County, Maryland.

2. What business are you engaged in?

A. I have been Director of The Enterprize Federal Savings and Loan Association, and at present am Secretary.

3. You have bought and sold property in Anne Arundel County over a period of many years?

A. Twenty-five.

4. You are the owner of a number of pieces of real estate?

A. Yes.

5. Did you have occasion recently to examine the property known as No. 34 Cathedral street in which the late James Tyler resided?

A. Yes.

6. What does that property consist of?

A. It consists of a lot 24 feet on the Northeast side of Cathedral street in Annapolis, by 75 feet 11 inches deep, improved by a two story frame dwelling, with a side yard and alley and yard in the back.

7. What is the condition of the house?

A. I would say just fair, the interior is in pretty bad shape, needs re-conditioning.

8. Are there any modern improvements?

A. Nothing in the house, the only plumbing is outside toilet.

9. What, in your opinion, is a fair market value of this property at this time?

A. Eighteen Hundred Dollars.

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

A. No. Royal H. Wigley.

Thomas K. Harrison, a witness of lawful age, being first duly sworn,deposes and says:-

(MICHAELSON)

1. State your name and business?

A. Thomas K. Harrison, President of The Enterprize Federal Savings and Loan Association.

2. You have been engaged in what business?

A. Real Estate and Insurance.

3. Have you bought and sold real estate in Anne Arundel County?

A. Yes.

4. Over what period of years?

A. Twenty.

5. Did you have occasion to visit No. 34 Cathedral st,Annapolis, Md. recently, in which the late James Tyler resided?

A. Yes.

6. What does that propertu consist of?

A. A lot 24 feet on Northeast side of Cathedral street, 75 feet 11 inches deep,improved by a two story frame dwelling in very poor condition.

7. What, in your opinion, would be a fair market value for this property?

A. Eighteen Hundred Dollars.

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

A. No.

T. K. Harrison

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

Witness my hand and seal this 28th day of February, 1946.

Jno. S. Strahorn, (SEAL)

Examiner.

Filed February 28, 1946

DECREE FOR SALE.

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

It is thereupon this 15 day of March, 1946, by the Circuit Court for Anne Arundel County, in equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold, and that Benjamin Michaelson 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, in the penalty of Twenty-five Hundred ($2500.00) 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 weeks notice by advertisement, inserted in some newspaper published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be cash upon final ratification of the sale by the Court, and, as soon as may be convenient after such sale, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale, and upon 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 and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendants, and those claiming by, from or under them or any of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity with which he shall appear to have discharged his trust.

And it is further adjudged, ordered and decreed that the said trustee, at the time said property is advertised for sale, publish a notice to creditors, giving notice to any creditors of Joseph Tyler, deceased, whose estate was not administered in the Orphans Court for Anne Arundel County, to file their claim against said decedent, within ninety days

from the date of the first insertion of the advertisement of sale in these proceedings.

William J. McWilliams, Judge.

Filed March 15, 1946.

B O N D .

EAGLE INDEMNITY COMPANY

Head Office: New York A stock Company A New York Corporation

KNOW ALL MEN BY THESE PRESENTS:, That we, Benjamin Michaelson, Trustee, 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 Twenty-five Hundred ($2500.00) 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 8th day of April, Nineteen Hundred and 46.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court of Anne Arundel County, bearing date on or about the 15th day of March Nineteen Hundred and 46, and passed in said Court pending in a case entitled "Anne Arundel County Welfare Board vs. Rachel Wilson widow, et al, heirs of James Tyler, dec. No. 8997 Equity" the said Benjamin Michaelson, Trustee, is authorized and empowered to make sale of the property described in said proceedings; And Whereas the said Benjamin Michaelson, Trustee, is 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 _____ 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 — Benjamin Michaelson, Trustee , (Seal)

Katherine H. McCutchan — EAGLE INDEMNITY CIMPANY (Seal)

(CORPORATE SEAL) — BY: Benjamin Michaelson,

Attorney in Fact

Approved this 8" day of April, 1946,

John H. Hopkins, 3rd, Clerk.

Filed April 8, 1946.

TRUSTEE'S Sale.

George W. Scible — Auctioneer

Of Valuable REAL ESTATE : No. 34 Cathedral Street, Annapolis, Maryland,

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Under and by virtue of the power of sale contained in a decree of the Circuit Court for Anne Arundel County, and passed in a cause in said Court depending, entitled "Anne Arundel County Welfare Board vs Rachel Wilson, et al, Heirs of James Tyler , Deceased, No. 8997 Equity". the undersigned trustee will sell at public auction at the Court House door in the City of Annapolis, on TUESDAY, APRIL 9, 1946 at 11 o'clock A .M.

ALL That lot or parcel of ground situate, lying and being in the City of Annapolis Maryland, designated as No. 34 Cathedral street, and being the same property which was

conveyed to James Tyler and Julia Tyler, his wife, by James M. Munroe, Trustee, by deed dated April 18, 1918, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 141, folio 308.

This property consists of a lot of ground improved by a two-story frame dwelling.

TERMS OF SALE: A deposit of $350 will be required of the purchaser at the time of sale; balance, with interest at the rate of 6 per cent per annum, is to be paid in cash upon final ratification of the sale by the Court; taxes and other expenses are to be adjusted to the day of sale.

BENJAMIN MICHAELSON, TRUSTEE.

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have purchased the property herein described from Benjamin Michaelson,Trustee, this 9th day of April, 1946, for the sum of $1,850.00, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal this 9th day of April, 1946.

Harold Norton, Purchaser (Seal)

AUCTIONEER'S CERTIFICATE.

I HEREBY CERTIFY that I have this 9th day of April, 1946, sold the property herein described to Harold Norton for the sum of $1850.,he being the highest bidder therefor.

WITNESS my hand and seal this 9th day of April, 1946.

Geo. W. Scible, Auctioneer (SEAL)

Filed May 8, 1946.

REPORT OF SALE AND AFFIDAVIT THEREON.

To the Honorable, the Judges of said Court;

The report of Benjamin Michaelson, Trustee, duly appointed to make sale of certain real estate mentioned and described in these proceedings, respectfully shows:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County dated March 15, 1946, and passed in a cause in said Court pending, entitled "Anne Arundel County Welfare Board, Plaintiff, vs. Rachel Wilson, et al, Heirs of James Tyler, deceased, defendants", No. 8997 Equity, the said Benjamin Michaelson, Trustee, was authorized to sell the property described in said proceedings and the said Benjamin Michaelson, Trustee, in pursuance of the power and authority vested in him by said decree, after giving bond as security for the faithful performance of his trust, and having complied with all the other prerequisits mentioned in said decree as required by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in the City of Annapolis, Anne Arundel County, for at lease three successive weeks before the day of sale, did, and by virtue of the power of sale contained in said decree and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, Tuesday,April 9, 1946, at 11o'clock a.m. and then and there proceed to sell said property in a manner following, that is to say:

The said Trustee offered at public sale to the highest bidder the property mentioned and described in said decree, and being more particularly described as follows:

All that lot or parcel of ground situate, lying and being in the City of Annapolis Maryland, designated as No. 34 Cathedral Street, and being the same property which was conveyed to James Tyler and Julia Tyler, his wife, by James M. Munroe, Trustee, by deed dated April 18, 1918, and recorded among the Land Records of Anne Arundel County in Liber

G.W. No. 141, folio 308. This property consists of a lot of ground improved by a two-story frame dwelling.

And the said Trustee sold the above described property to Harold Norton for the sum of Eighteen Hundred and Fifty ($1850.00) Dollars, he being at that sum the highest bidder there or, and said purchaser paid the purchase price of Eighteen Hundred and Fifty ($1850.00) Dollars, in full on the day of sale.

Respectfully submitted,

Benjamin Michaelson, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of May, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, and duly acknowledged the aforegoing Report of Sale to be true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Katharine H. McCutchan, (SEAL)

(Notarial Seal)

Notary Public

Filed May 8, 1946

ORDER NISI REPORT OF SALE.

Ordered this 8th day of May, 1946, 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 10th 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 10th day of June next. The Report states that the amount of sale to be $1850.00.

John H. Hopkins, 3rd, Clerk.

Filed May 8, 1946,

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 6, 1946

We hereby certify, that the annexed Order Nisi-Rachel Wilson, 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 10th day of June, 1946. The first insertion being made the 10th day of May, 1946.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 6605

By Mae Carlson

Filed August 2, 1946

FINAL ORDER.

ORDERED BY THE COURT, This 5 day of August, 1946, that the sale made and reported by the Tristee 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.

William J. McWilliams, Judge.

FILED May 8, 1946.

NOTICE TO CREDITORS. Equity No. 8997.

Notice is hereby given that all persons having claims against James Tyler, deceased, are hereby warned to file their claims, duly authentucated, in the office of the Clerk of the Circuit Court for Anne Arundel County on or before the 17th DAY OF JUNE, 1946;otherwise the said claim shall be forever barred by law.

A:22 BENJAMIN MICHAELSON, TRUSTEE

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 1, 1946

We hereby certify, that the annexed NOTICE TO CREDITORS- James Tyler was published inEVENING CAPITAL a newapaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 17th day of June, 1946. The first insertion being made the 18th day of March, 1946.

No. C.E. 2443. THE CAPITAL-GAZETTE PRESS, INC., By Mae Carlson.

Filed Oct. 21, 1946.

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, November 8, 1946.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Anne Arundel County Welfare Board vs Rachel Wilson, Widow, et al,		in ac.
To Trustee for Commissions	88.50	
To Trustee for Fee (Order 10/22/46)	100.00	188.50
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's fee	10.00	
Clerk of Court - court costs	20.25	
Jos. H. Griscom-Sheriff's costs	4.35	
Auditor - stating this account	13.50	38.10
To Trustee for Expenses, viz:		
Capital-Gazette Press -advertising sale	19.00	
Capital-Gazette Press -notice to creditors	5.00	
Capital-Gazette Press - handbills	5.50	
Capital-Gazette Press - Order Nisi (sale)	5.00	
Capital-Gazette Press- Order Nisi (acct.)	5.00	
Eagle Indemnity Co. - bond premium	10.00	
George W. Scible - auctioneer's fee	11.00	
John S. Strahorn - examiner's fee	8.00	
Juliet D. Strahorn- stenographer	5.00	
Clerk of Court - certified copy	1.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	.90	
Katharine H. McCutchan- notary fees	1.00	77.50

To Trustee for Taxes, viz:		
1945 State and County taxes	12.20	
1946 State and County taxes ($28.00-adj)	7.70	
1944 Annapolis City taxes	22.71	
1945 Annapolis City taxes ($22.44-adj)	17.39	60.00
To Trustee for Claims Filed, viz:		
Annapolis Water Co-water rent to 3/31/46	10.15	
McNew Bros.-repairs to pipes	4.88	
Hicks Funeral Home-funeral expenses	100.00	115.03
To Anne Arundel County Welfare Board-		
this balance on account claim for		
$2.178.24, the amount of old age assistance		
to James Tyler, deceased		1,360.87
		1,850.00

with Benjamin Michaelson, Trustee Cr

1946 Apr. 9	Proceeds of sale	1,850.00
		1,850.00

Filed November 9, 1946

order nisi

Ordered, This 9" day of November, 1946, 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 10" day of December next; Pro vided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the10" day of December next.

Filed Nov. 9, 1946. John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 20, 1946, We hereby certify that the annexed Order Nisi-Rachel Wilson 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 10th day of December,1946. The first insertion being made the 11th day of November 1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C.- By Mae Carlson

Filed December 20, 1946.

FINAL ORDER.

ORDERED, By THE COURT, this 34rdday of December, 1946,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.

William J. McWilliams, A. J.

Filed 23 December, 1946.

J.H.H. #62 Equity.

CHARLES F. ARNOLD	:	No. 9014 EQUITY
VS	:	IN THE CIRCUIT COURT FOR
ORVILLE S. ARNOLD	:	ANNE ARUNDEL COUNTY.

::::::::::

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your Orator humbly complaining says:

1.

That by deed dated the 6th day of December,1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.193,folio 94, the original of said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this Bill of Complaint as fully as though the same were incorporated herein at length, your Orator and Orville S. Arnold,his son, became seized and possessed as joint tenants of a parcel of land lying, being and situate in the Fifth Election District of Anne Arundel County,containing 11.87 acres of land and being improved by a four room bungalow, and by deed dated the 25th day of April,1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 200, folio 23, the original of said deed being filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this Bill of Complaint as fully as though the same were incorporated herein at length, your Orator and Orville S.Arnold, his son,became seized and possessed as joint tenants of a parcel of land lying, being and situate in the Fifth Election District of Anne Arundel County,containing 15 acres of land and being improved by a four room bungalow.

2.

That the said parcels of land and the improvements thereon cannot be divided in kind without material loss or injury to the parties in interest.

To the end, therefore:

1. That a decree may be passed by this Honorable Court directing a sale thereof and that the money arising therefrom might be divided among the parties according to their respective rights in accordance with Article 16,Section 159,of the Code of Public General Laws of the State of Maryland, Bagby's Edition 1929.

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

May it please your Honor to grant unto your Orator the writ of subpoena,directed to the said Orville S. Arnold,adult, residing at Dorsey Road, near Glenburnie,commanding him 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.

CHARLES F. ARNOLD. Orator.

George B. Woelfel,Solicitor for Orator.

Filed March 12, 1946.

Plaintiff's Exh. No. 1 - Examr. Exh. A. Deed.

INT. REV. STAMP $.50 - Md. State Stamps $.30.

THIS DEED, made this 6th day of December,in the year one thousand nine hundred and thirty eight,by and between EUGENE L.ALBAN,Unmarried of Baltimore City in the State of Maryland, of the first part, and CHARLES F. ARNOLD and ORVILLE S. ARNOLD, his son, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations the said party of the first part do_grant and convey unto the said parties of the second part, as joint tenants and not as tenants in common,their assigns, the sur-

vivor of them, and the heirs and assigns of such survivor in fee simple, all that lot of ground, situate, lying and being in Anne Arundel County,aforesaid, and described as follows, that is to say:-

BEGINNING for the same at a stone on the east side of Deep Run Branch one of the boundaries of the whole tract,and running thence from and with the outlines north thirty two degrees fifteen minutes east one hundred and sixty-six feet and three tenths of a foot; thence north twelve degrees fifteen minutes east one hundred and forty three feet; thence north one degree,forty five minutes west one hundred and thirty two feet; thence north fifteen minutes west one hundred and fifteen and five-tenths feet; thence north seven degrees forty five minutes west two hundred and seven and seventy five hundredths feet; thence north five degrees fifteen minutes east ninety one and five-tenths feet.; thence leaving the outlines and running across the whole tract north seventy six degrees east seven hundred feet; thence south one degree west eight hundred and twenty feet to intersect the outline of the whole tract of land;thence with the outline south seventy six degrees west seven hundred and seventy-two feet to the place of beginning. Containing eleven and eighty seven hundredths acres of land, more or less.

BEING the secondly described lot of ground in a Deed dated September 8, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152,Folio 477 from Eugenie Alban to Eugene L. Alban.

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 thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part,as joint tenants and not as tenants in common, their assigns,the survivor of them,and the heirs and assigns of such survivor,,in fee simple.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act,matter or thing whatsoever,to encumber the property hereby conveyed;that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said grantor.

TEST: Wm. M. Travers. Eugene L. Alban (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY,That on this 6th day of December in the year one thousand nine hundred and thirty eight,before me,the subscriber, a Notary Public of the State of Maryland,in and for Baltimore City aforesaid,personally appeared Eugene L. Alban the above named grantor,and he acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Wm. M. Travers,Notary Public.

Filed March 12, 1946.

PLAINTIFF'S EXHIBIT No. 2; EXAM'R. EXH. C - DEED

THIS DEED,Made this 25 day of April,in the year one thousand nine hundred and thirty eight,by and between WILLIAM M. TRAVERS and MARY C. TRAVERS, his wife of Baltimore

City in the State of Maryland, of the first part, and CHARLES F. ARNOLD and ORVILLE S.ARNOLD, HIS SON,OF THE SECOND PART.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuaboe considerations the said parties of the first part do grant and convey unto the said Charles F.Arnold and Orville S.Arnold, his son,as joint tenants and not as tenants in common, their assigns, the survivor of them, and the heirs and assigns of such survivor,in fee simple, all that lot or parcel of ground,situate,lying and being in the Fifth Election District of Anne Arundel County,State of Maryland,aforesaid,and described as follows, that is to say:-

BEGINNING for the SAME AT a stone marked "WH" on the east side of Deep Run Branch,said stone being the beginning of the whole tract conveyed by Thomas S. German to Charles M.Cover, by Deed dated March 10, 1915,and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 9,Folio 389,etc.; and running from thence with the outlines of the whole tract,north forty one degrees east one hundred and twenty five feet;thence south sixty two degrees fifteen minutes east,two hundred and twenty one feet and five-tenths of a foot;thence north fifty five degrees forty five minutes east one hundred and ninety eight feet; thence north sixty two degrees forty five minutes east,two hundred and twenty four feet and eight-tenths of a foot to an iron rail in Deep Run Branch;thence leaving the outlines of the whole tract, and running across the whole tract;south three degrees fifteen minutes west,twelve hundred and sixty feet to the centre of an avenue thirty feet wide;thence with the centre of said avenue,south seventy six degrees west,one hundred and fifty feet; thence leaving said avenue and running north one degree east two hundred and sixty feet;thence south seventy six degrees west, seven hundred feet to intersect the outline of the whole tract;thence with said outline north five degrees fifteen minutes east one hundred feet; thence north seven degrees fifteen minutes west one hundred and seven and seventy five hundredths feet; thence north seventeen degrees forty five minutes east two hundred and thirty one feet; thence north two degrees fifteen minutes west two hundred and forty seven and five-tenths feet; thence north eleven degrees fifteen minutes east forty one and five-tenths feet; and thence north forty one degrees east two hundred and fifty eight feet to the place of beginning.Containing sixteen acres of land,more or less. Saving and excepting therefrom,however,all that tract of land containing one acre more or less, which was by Deed dated May 18th,1922,and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 50,Folio 480.etc.,conveyed by Angeline H. Thomas and Charles Thomas,her husband, to William H. Fontz.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Charles F. Arnold to William M.Travers.

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 thereto belonging or appertaining unto and to the proper use and benefit of the said Charles F.Arnold and Orville S.Arnold,his son,as joint tenants and not as tenants in common, their assigns, the survivor of them and the heirs and assigns of such survivor in feet 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: WM. M. TRAVERS (SEAL)

MARGARET M O'NEILL MARY C. TRAVERS (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY; That on this 25 day of April in the year one thousand nine hundred and thirty-eight, before me, the subscriber,a Notary Public of the State of Maryland,in and for Baltimore City aforesaid, personally appeared William M.Travers and Mary C. Travers, 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) Margaret M. O'Neill, Notary Public

Filed March 12, 1946.

ANSWER.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Orville S.Arnold to the Bill of Complaint heretofore filed against him in the above-entitled cause,respectfully represents unto your Honors:

1. That your Respondent admits the matters and facts set forth in the first and second paragraphs of said Bill of Complaint.

2. Further answering said Bill of Complaint,your Respondent avers that on or about December 8,1938, your Respondent and the Complainant, Charles F. Arnold, who is the father of your Respondent,executed a purchase money mortgage in the amount of Three Hundred and Twenty-Five Dollars ($325.00),with interest at six per cent (5%) per annum, on the property first described in Paragraph 1 of said Bill of Complaint,unto John S. Gittings and Minnie M. Gittings,his wife, said mortgage being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 193,folio 95; that your Respondent personally paid this mortgage, together with all interest thereon, and the said mortgage was assigned to him by the said John S. Gittings and Minnie M. Gittings, his wife, on April 9, 1945, which said mortgage and the assignment thereof, as aforesaid, your Respondent respectfully avers, is a valid lien upon said property, first payable to him out of the proceeds of any sale thereof.

3. Further answering said Bill of Complaint, your Respondent avers that he submits to the prayer of the Complainant for the sale of the aforesaid property in accordance with Article 16,Section 159, of the Code of Public General Laws of the State of Maryland, and respectfully prays that he be represented in the appointment, by this Honorable Court, of Trustees to effect the said sale.

And as in duty bound, etc.

Lester L. Barrett Orville S. Arnold.

Solicitor for Respondent. Respondent

Filed April 15, 1946

TESTIMONY ON BEHALF OF PLAINTIFF.

PRESENT:

Mr. George B. Woelfel,Solicitor for Plaintiff.

Defendant present in person.

Attorney for Defendant waives attendance.

Mr. John S.Strahorn,Examiner

Juliet D.Strahorn, Court Stenographer.

°°°°°°° Agreement of Counsel to waive signatures.

WITNESSES:- Plaintiff.

Charles F.Anrold,----------2 to 3

Dureward Smith,----------3½ to 4

Defendant.

Orville S. Arnold,----------5

Charles F.Arnold,the Plaintiff,being first duly sworn,deposes and says:

(Woelfel)

1. State your name and address?

A. Charles F. Arnold,Route 1, Box 13, Hanover, Md.

2. You are the plaintiff in this suit against your son,Orville S. Arnold?

A. That's correct.

3. I show you a deed dated December 6th,1938 and ask you what that is?

A. It is a deed from Eugene S. Alban,single,to me and my son OrvilleS.Arnold as joint tenants of a parcel of land located on the East side of Deep Run Branch containing 11.78 acres of land, more or less.

°°°°Deed filed as Exam. Exh. A.

I have a Plat of the subdivision of the property of Thomas S. German,in the 5th, Dstc. of Anne Arundel County,made by J. Carson Bush, Surveyor, June 11th,1914,which shows the 11.78 acre lot marked Lot No. 2 and is located in the Southwest corner of the plat.

°°°°Plat offered and filed as Exam. Exh. B.

4. I show you this paper marked Title Deed dated 25th April,1938 and ask you what is that?

A. That is a deed from William N. Travers and Mary C. Travers, his wife, to me and my son as joint tenants. This deed conveys a tract of land of approximately 15 acres,it was 16 acres originally but saving and excepting one acre which was conveyed by Angeline H.Thomas and Charles Thomas her husband to William H. Fontz.

°°°°Deed offered and filed as Exam. Exh. C

5. That tract of ground is shown on the Plat filed herein as Lot No. 1 containing 15 acres on the North of the 11:87 acre tract heretofore mentioned?

A. Yes.

6. What improvements,if any,are on these two tracts of land?

A. There is a four room bungalow on each tract of land. I live in the one on the 15 acre tract and no one is living in the other house on the back smaller tract which is nearly 12 acres.

7. Do you think these two properties could be divided in kind between you and your son without material loss or injury?

A. No, I don't think so because I offered before he left as a settlement between us that he take one tract and me the other and he said No, it is not large enough.

8. Would it be feasible to divide the house?

A. No.

9. Do you think it is necessary that a sale of both tracts be made and the money divided in order to fairly divide the property between you and your son?

A. That's the only way I see out of it. It's the only way unless you sell each section separately or as a whole just as you see fit; but I don't think it can be divided between us without a loss.

10. How much do you think the properties are worth?

A. I don't know. I have put in a lot of work there. Suppose you say $5,000 for both tracts and get what we can out of it.

No Cross Examination.

To the Generalquestion under the rule the witness says:-

A. No,I don't know there is anything else I could add to it.

Signature waived by agreement of counsel.

Dureward Smith,a Witness of lawful age,being first duly sworn, deposes and says:

(Woelfel)

1. State your name and residence?

A. Dureward Smith, I live on the other side of the Branch in Howard county.

2. Do you know the property in question here?

A. Yes,I been living there right by it for going on seven years. I know both, the 11:78 acre tract and am very familiar with the 15 acre tract.

3. What improvements,if any, are on the 11:78 acre tract?

A. The house which sets directly above the right of way,a wood shed, chicken house,hog pens; the spring is on one tract and piped over to the other.

4. What improvements are there, if any,on the 15 acre tract?

A. Just the house, saw mill, cow stable and chicken house, that's all. The Spring house and dam is on the 15 acre tract and reservior is also there.

5. Do you think that these two parcels of land could be divided between father and son without material loss and injury or would it be necessary to make a sale and divide the proceeds?

A. In that case according to my estimation in order to settle it would be to sell the whole thing and divide the money.

6. Your reason for saying that is what?

A. The water for one thing, the timber and stuff on the place would be better for one to have the whole thing?

7 How much, in your opinion would the two places be worth?

A. According to the way property is selling those two places with the timber and all should be worth $4000 or little better, between $4000. and $5000, is the price it should bring according to the way property is selling.

Cross Examination.

(By Defendant)

1. How long have you known the place?

A. Seven years.

2. How long were the buildings there?

A. The buildings were there when I came there.

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

A. No.

Signature waived by agreement of counsel.

Testimony on behalf of the defendant.

Orville S. Arnold,the defendant, being first duly sworn,deposes and says:-

My name is Orville Stanley Arnold I live Dorsey Road,Brooklyn P.O.,Anne Arundel County,Md. I am the defendant in this suit.

I have listened to myfather testify in regard to the ownership of the 11:87 acre tract of land and also the 15 acre tract and he was correct in asserting that both he and I own them jointly. As to the value of the land I believe the witnesses who have testified before me are pretty well correct as the land should bring something around $4000, not more than that.

I believe it would be impossible for us to divide the land in kind but that it should be sold and the money divided between us. My reason for stating that is due to the fact that the water is on one tract and piped over to the other, and there is a difference in the value of the buildings,one of the tracts is primarily wooded land and both would just make together one nice farm whereas one or the other would be too small.

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

A. No,but I reserve the right to call witnesses if my attorney says it is needed.

Signature waived by agreement.

There being no other witnesses to be examined on behalf of the Plaintiff, and no further testimony desired at this time 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 28 day of May, 1946.

Jno. S. Strahorn, (Seal)

Examiner.

Filed May 28, 1946.

SUBMISSION FOR DECREE AND DECREE

This cause standing ready for hearing the proceedings were read and considered by the Court and it appearing to the Court that the real estate mentioned in these proceedings cannot be divided in kind without material loss or injury_

It is thereupon this 4 day of June,in the year 1946, by the Circuit Court for Anne Arundel County,in Equity,ADJUDGED, ORDERED AND DECREED that the real estate mentioned and described in these proceedings as Plaintiff's Exhibit No. 1 and Plaintiff's Exhibit No. 2 be and the same is hereby directed to be sold and that George B. Woelfel and Lester L. Barrett be and they are hereby appointed trustees to make said sale, and 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 Four Thousand Dollars,conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time,place, manner and terms of sale, which terms shall be a deposit of Three Hundred ($300) Dollars on the day of sale upon each of the said two tracts and the balance to be paid in cash upon the ratification of said sale, the deferred payment to bear interest at the rate of six per cent per annum or all cash at the option of the purchaser. And, as soon as may be convenient after such sale or sales, the said trustees shall return to this Court a full and particular account of their proceedings relative to such sales, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale,and on the payment of the whole purchase money and not before, the said Trustees shall , by a good and sufficient deed, to be executed, acknowledged and recorded according to law,

convey to the purchaser or purchasers, his,her or their heirs, the property and estate to him,her or them sold, free,clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by,from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such 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.

William J. McWilliams, Judge.

We, the undersigned, counsel for Plaintiff and Defendant, do hereby consent to the immediate passage of this decree hereby waiving the ten day period for the filing of exceptions to the testimony.

George B. Woelfel,Solicitor for Plaintiff

Lester C.Barrett,Solicitor for Defendant.

Filed May 28,1946 & 4 June, 1946.

TRUSTEES BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Lester L. Barrett, and George B. Woelfel, 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 Four Thousand ($4,000.00) 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 16th day of August 1946.

WHEREAS,by virtue of a decree of the Circuit Court for Anne Arundel County,in the matter of Charles F.Arnold vs.Orville S.Arnold,No. 9014 Equity, dated June 4th,1946, the said Lester L. Barrett and George B. Woelfel, were appointed trustees to make sale of the property described in said proceedings, and the said Trustees are about to execute said powers 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 Lester L. Barrett and George B. Woelfel,Trustees, shall faithfully perform the trust reposed in them by the aforesaid decree or by any future decree or order of Court in the premises, 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.

George B.Woelfel (SEAL)

Lester L. Barrett (Seal)

EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

Witness

Katharine H. McCutchan.

(Corporation Seal)

Filed August 16, 1946.

EXCEPTIONS TO SALE. BILL OF EXCEPTIONS.

To the Honorable, the Judge of Said Court:

Kenneth E. Wilson and Walton D. Wilson, Purchasers of the properties mentioned in

the above-named cause, by Frankie Wilson, their attorney, except to the said sale,as follows:

1. That the said properties were misrepresented, both by advertisement and statements of the trustees.

2. That the price paid is excessive.

3. And for other reasons to be stated at the hearing.

AND AS in duty bound.

Frankie Wilson, Counsel.

Kenneth E. Wilson

Walton D. Wilson,

STATE OF MARYLAND, Anne Arundel County, to Wit:

I HEREBY CERTIFY, That on this 13th day of September, 1946, before me,the subscriber,a Notary Public of the State of Maryland, in and for Anne Arundel County,personally appeared Kenneth E. Wilson and Walton D. Wilson, the above named exceptants, and made oath in due form of law that the matters and facts set forth above are true to the best of their information, knowledge and belief; and further made oath that these exceptions are not filed to delay these proceedings.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Elizabeth Lee Davis, Notary Public

Filed Sept. 16, 1946

PETITIONER'S EXHIBIT "A"

THIS MORTGAGE,Made this 6th day of December in the year nineteen hundred and thirty eight by and between CHARLES F. ARNOLD and ORVILLE S. ARNOLD Mortgagors of Baltimore City in the State of Maryland, of the first part, and JOHN S. GITTINGS and MINNIE M. GITTINGS, his wife Mortgagees, of the second part,

WHEREAS, at the time of the execution hereof the said parties of the first part owe and stand indebted unto said parties of the second part in the full and just sum of Three Hundred and Twenty Five Dollars (lawful money,being the sum this day loaned and advanced by the latter to the former, (said sum being used as part payment of the purchase money for the property hereinafter described) which said sum the said parties of the first part have contracted and agreed to pay unto said parties of the second part at the expiration of one year accounting the same from the day of the date hereof, and to pay the interest thereon at the rate of six per centum per annum,accounting the same from the date hereof, in the meantime quarterly on the first days of March, June, September, and December.

AND WHEREAS, It was a condition precedent to said sum being so loaned and advanced as aforesaid, that the repayment thereof and the payment of the interest to accrue thereon as aforesaid, should be secured by a good and sufficient Mortgage. Wherefore these presents are executed.

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 Mortgagees, their heirs and assigns , in fee simple all those lots or parcels of ground situate and lying in Anne Arundel County County, aforesaid, and described as follows:

BEGINNING FOR THE FIRST THEREOF at a stone on the east side of Deep Run Branch,one of the boundaries of the whole tract, and running from thence and with the outlines north thirty two degrees fifteen minutes east one hundred and sixty six feet and three-tenths of a foot thence north twelve degrees fifteen minutes east one hundred and forty three feet; thence north one degree, forty five minutes west one hundred and thirty two feet; thence north fifteen minutes west one hundred and fifteen and five-tenths feet; thence north seven degrees

forty five minutes west two hundred and seven and seventy five hundredths feet; thence north five degrees fifteen minutes east ninety one and five-tenths feet; thence leaving the outlines and running across the whole tract north seventy six degrees east seven hundred feet; thence south one degree west eight hundred and twenty feet to intersect the outline of the whole tract of land; thence with the outline south seventy-six degrees west seven hundred and seventy two feet to the place of beginning. Containing eleven and eighty seven hundredths acres of land, more or less.

BEING the same lot of ground which by Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed to Charles F.Arnold and Orville S. Arnold, his son,by Eugene L. Alban.

BEGINNING FOR THE SECOND THEREOF at a stone marked "W.H." on the east side of Deep Run Branch, said stone being the beginning of the whole tract conveyed by Thomas S.German to Charles M. Cover, by Deed dated March 10, 1915 and recorded among the Land Records of Anne Arundel County in Liber W.N.W No. 9,Folio 389, etc. and running from thence, with the outlines of the whole tract,north forty one degrees east,one hundred and twenty five feet; thence south sixty two degrees fifteen minutes east,two hundred and twenty one feet and five-tenths of a foot; thence north fifty five degrees forty five minutes east,one hundred and ninety eight feet; thence north sixty two degrees forty five minutes east, two hundred and twenty four feet and eight-tenths of a foot to an iron rail in Deep Run Branch; thence leaving the outlines of the whole tract,and running across the whole tract; south three degrees fifteen minutes west, twelve hundred and sixty feet to the centre of an avenue thirty feet wide; thence with the centre of said Avenue, south seventy six degrees west,one hundred and fifty feet; thence leaving said avenue and running north one degree east, two hundred and sixty feet; thence south seventy six degrees west, seven hundred feet to intersect the outline of the whole tract; thence with said outline north five degrees fifteen minutes east,one hundred feet;thence north seven degrees fifteen minutes west,one hundred and seven and seventy-five hundredths feet; thence north seventeen degrees forty-five minutes east,two hundred and thirty-one feet; thence north two degrees fifteen minutes west, two hundred and forty seven and five-tenths feet; thence north eleven degrees fifteen minutes east,forty one and five-tenths feet, and thence north forty one degrees east, two hundred and fifty eight feet to the place of beginning.Containing sixteen acres of land, more or less. Saving and excepting therefrom,however, all that tract of land containing one acre more or less,which was by Deed dated May 18, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 50,Folio 480,etc.,conveyed by Angeline H.Thomas and Charles Thomas, her husband, unto William H. Fontz.

BEING the same lot of ground which by Deed dated May 22,1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 149,Folio 561,was granted and conveyed by Emanuel G. Carton to Charles F. Arnold.

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 Mortgagors, 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 Three Hundred and

Twenty Five Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upn 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 debts 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 of either of them, at any 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 personal representatives or assigns, or William M. Travers, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following,viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County,and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply; First, to the payment of all expenses incident to such sale,including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have 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 commission the said Mortgagors for themselves, their personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or William M. Travers their said Attorney shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses,costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND 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 Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Hundred and Twenty Five Dollars Dollers, 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 Mortgagees, their 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 personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test: Charles F. Arnold (SEAL)

Wm. M. Travers.. Orville S. Arnold (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 6th day of December in the year nineteen hundred and thirty eight before me, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared Charles F. Arnold and Orville S. Arnold,the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared John S. Gittings and Minnie M. Gittings, his wife, 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.

(Notarial Seal) Wm. M. Travers, Notary Public.

Received for record Dec 7,1938, at 3 P.M., and recorded J.H.H. No. 193 folio 95;

For value received and without recourse to us we do hereby assign the within mortgage unto Orville Arnold. Witness our hands and seal.

John P. Grace. John S. Gittings (SEAL)

April 9th, 1945 Minnie M. Gittings, (SEAL)

SHORT ASSIGNMENT OF MORTGAGE from John S. Gittings and Minnie M. Gittings to Orville Arnold. Block -

Received for record April 30,1946, at 10 o'clock A.M. Same day Recorded in Liber J.HH No. 193,Folio 98,etc.,one of the __Records of A. A. Co,and examined. Per John H.Hopkins, 3rd . Clerk. 75¢ paid.

Filed Sept. 26", 1946

OPINION AND DECREE

Charles F. Arnold and Orville S. Arnold, his son, owned, as joint tenants,two parcels of land, containing 11.87 and 15 acres, respectively. The father filed a bill against the son for the sale of these properties for purposes of partition. In due course, a decree was passed for the sale of both properties; and George B. Woelfel and Lester L. Barrett, Esquires, were appointed trustees to make the sale. They advertised the property for sale by public auction, and,on August 16,1946, at the Court House door of Anne Arundel County, sold the two properties, together, to Kenneth Wilson and Walton Wilson, his brother, for $3500.00, and reported the sale to the Court.

The purchasers have now excepted to the ratification of this sale alleging that the properties were misrepresented by the advertisement, as well as by statements made by the trustees, and that the price they agreed to pay is excessive.

The trustees, it seems, did not go to look at the properties before advertising the sale

thereof, but proceeded to write their advertisement from information furnished by others. A copy of the hand-bill offered in evidence, shows that,after describing the two tracts with reasonable certainty, they proceeded to describe the improvements in these words:

"IMPROVEMENTS: The 15-acre tract is improved by a 4-room bungalow,sawmill, cowstable, chicken house and spring house. The 11.87 acre tract is improved by a 4-room bungalow,wood shed, chicken house and hog pen."

This advertisement came to the attention of Mrs. Frankie Wilson,mother of the purchasers. She had never seen the property and neither had either of her sons. These young men had only recently been discharged from the Army, and one of them, at least,was engaged in the lumber business and operating a sawmill. In any event, Mrs. Wilson claims that her chief interest in the property was that it was supposed to have a sawmill thereon. When she got to Annapolis on the morning of the sale, she,accordingly, looked up Mr. Woelfel,one of the trustees, and asked him what he knew about the sawmill he was selling. Mr. Woelfel told her he did not know anything,but got the testimony filed in the case, and read her the following excerpts therefrom:

"3. What improvements,if any, are on the 11.78 acre tract? A. The house which sets directly above the right of way, a wood shed, chicken house,hog pens; the spring is on one tract and piped over to the other.

4. what improvements are there, if any, on the 15 acre tract? A. Just the house, sawmill, cowstable and chicken house, that's all. The Spring house and dam is on the 15 acre tract and reservoir is also there."

Mrs. Wilson, thereupon,went ahead and bid $3500.00 for the two properties, and they were knoched down to her at that figure; and she had the sale reported in the names of her sons as purchasers. When she and her sons went to look at their purchase,however, they found that the thing which had been called a sawmill in the testimony, and in the advertisement, was nothing but an old cord-wood saw, rigged up to an old Ford motor, the whole thing worth,according to them, less than $10.00, and one of the Messrs. Arnold told them that he intended to remove that.

I think the purchasers are entitled to be relieved of their purchase. The "sawmill" which the trustees mentioned in the advertisement, was listed among the improvements on the property; and I feel that the purchasers had the right to expect that they would get something answering to that description, something which was attached to the freehold,something which would go with the place. According to Funk and Wagnalls Standard Dictionary, a sawmill is:

"1. An establishment for sawing logs into lumber by power, often including other wood-working machines, as lath-machines and planing-machines. 2. A large sawing-machine."

And this is jist about the way it is understood in common parlance. I cannot stretch my imagination to the point of calling an old cord-wood saw, used in sawing fire-wood, a sawmill, especially when the sawmill is listed in the advertisement as among the improvements on the property.

The purchasers claim that any kind of an old sawmill is worth from $500.00 to $1,000.00, in this day, and that if they had not expected to get a sawmill, they would not have purchased the property. Other than that, there is no testimony as to the worth of a sawmill; but the fact that Mrs. Wilson did particularly inquire of Mr. Woelfel about the sawmill he was selling, convinces me that the fact that the property was supposed to have a sawmill thereon, had a material bearing on her bid. I am not particularly sympathetic to the purchasers' position. Anyone purchasing a sawmill without looking at it, should not expect to get very much; but I think they had the right to get something answering that description.

The fact that Mr. Woelfel's misrepresentation was innocently made does not alter the situation. In these cases, the Court is the vendor; the trustee is simply its agent. The Court will, ordinarily, hold the purchaser to his bid, but,on the other hand,it will see that no undue advantage is taken of him, and he will not be compelled to comply with the terms of sale if it would be inequitable for him to do so, especially if there has been any misrepresentation, intentionally or otherwise, by the trustee. (Miller's Equity,Section 499.) "This rule is necessary," says Mr. Miller, (ibid),"For the purposes of justice as well as to encourage bidding at trustees' sales." That learned author then goes on to say (ibid):

"It would be a great wrong to hold a purchaser to a strict compliance with a purchase, if he became such through a mistake, and in ignorance of his liabilities, and more especially where such mistake arose from the statements made at the sale by the auctioneer. But not every mistake or erroneous statement by a vendor, in regard to the property,will authorize the purchaser to refuse to comply with the terms of sale; it must be a misrepresentation in a matter important to his interests by which he is actually misled."

It has been sometime since this was written, but it is as good law today as it ever was; and possibly more so.

The statement contained in the advertisement and in the testimony which Mr.Woelfel read to Mrs. Wilson,does not come within the category of mere matters of opinion, "Sales talk", or such things, which the Court, in Hall vs Brown,126 Maryland 169, and in the line of cases of which that is a familiar example,has always held not to be sufficient to justify a purchaser in repudiating his purchase. It comes within the class of misrepresentation which the Courts, in the line of cases of which Raynor vs Wilson, 43 Maryland 444; Gunby vs Sluter, 44 Maryland 247; Keating vs Price, 58 Maryland 536; Doyle vs Whitridge, 97 Maryland 711; Slingluff vs Dugan, 98 Maryland 518, and Buschman vs Codd, 52 Maryland 202, are familiar examples, have always held sufficient,though innocently made, to justify the purchaser's rescission.

It may so happen that, instead of setting the sale aside, I should make an allowance for the sawmill and ratify the sale with the purchase price reduced by said allowance. The difficulty about that, however, is that the only testimony on the point is that any kind of sawmill is worth from $500.00 to $1000.00. This means that I would have to guess as to what kind of a sawmill the purchaser was entitled to get, and I do not think I should guess.

18 November 1946 James Clark, Judge

The exceptions of Kenneth Wilson and Walton Wilson to the ratification of the sale made by the trustees herein, to them, on August 16, 1946, coming on for hearing, testimony was taken in open Court, counsel were heard, and the proceedings read and considered.

It is, thereupon this 18th day of November, 1946, by the Circuit Court for Anne Arundel County,Sitting in equity,ADJUDGED, and ORDERED that said exceptions be, and the same are hereby, sustained; that said sale be, and the same is hereby, vacated and annulled; that said trustees be, and they are hereby, directed to forthwith refund to said purchasers the deposit made by them; and that said trustees be, and they are hereby, directed to re-advertise and resell said property on the terms prescribed in the decree passed herein on June 4, 1946.

James Clark. Judge.

Filed November 18, 1946.

REPORT OF SALE.

To the Honorable , the Judges of said Court:

The report of Lester L. Barrett and George B. Woelfel,Trustees, appointed by a decree of this Court ,passed in the above entitled cause, dated the 4th day of June,1946,to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of the trust reposed in them and after having complied with all other prerequisites, as required by law and the said decree, and after having given notice of the time, place,manner and terms of the sale by advertisement inserted in the Maryland Gazette, a weekly newspaper, printed and published in Anne Arundel County for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door in the City of Annapolis,Maryland, on the 16th day of August, 1946, at 10 o'clock A.M. and then and there proceeded to sell said property in the manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in the said decree, lying and being in the Fifth Election District of Anne Arundel County and more particularly described as follows:

The 15 acre tract of land which was purchased by Charles F. Arnold and Orville S.Arnold from William N. Travers and wife by deed dated the 25th day of April,1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 200,folio 23.

The 11.87 acres of land which was acquired by Charles F. Arnold and Orville S.Arnold from Eugene L.Alban by deed dated December 6th, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 193, folio 94.

And your Trustees sold said property to Kenneth Wilson and Walton Wilson, his brother, at and for the sum of Thirty-Five Hundred Dollars, they being at that figure the highest bidders therefor. And the said sale was duly reported to the Circuit Court for Anne Arundel County and exceptions were filed by the purchasers, which exceptions were sustained and the the said sale set aside.

Your Trustees further report that they have since sold said property unto Kenneth Wilson and Walton Wilson, his brother, at and for the sum of Three Thousand Dollars, same being the highest offer that they could obtain for the said property.

The Terms of Sale being a deposit of One Hundred Dollars and the balance of Twenty-Nine Hundred Dollars to be paid in cash upon the ratification of the sale as will more fully appear by reference to the standard contract of sale filed herewith and is prayed to be taken as part and parcel hereof.

Respectfully submitted,

George B. Woelfel

Lester L. Barrett, Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 31 day of December,in the year 1946,before me, the subscriber,a Notary Public of the State of Maryland,in and for Anne Arundel Couny aforesaid, personally appeared George B. Woelfel and Lester L. Barrett, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(No Notary Seal)

Mary M. Hoff, Notary Public

We, the undersigned, Plaintiff and Defendant in the above entitled cause and our respective counsels, together with the purchasers and their respective counsel, being all of the parties in interest, do hereby agree to the immediate ratification of the sale.

Charles F. Arnold, Plaintiff
George B. Woelfel,Solicitor for Plaintiff
Orville S. Arnold, Defendant
Lester L. Barrett, Solicitor for Defendant
Kenneth Wilson
Walton Wilson, Purchasers
Lewis M. Strauss,Solicitor for Purchasers

Filed January 14, 1947.

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Anne Arundel County this 17 day of January 1947, that the sale made and reported by the Trustees aforesaid be and is hereby finally ratified and confirmed by consent of all parties in interest and the Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

William J. McWilliams, Judge.

Filed 17 January, 1947.

PLAINTIFFS' CONTRACT OF SALE

THIS AGREEMENT OF SALE, made this 3rd day of December nineteen hundred and forty-six, between George Woelfel and Lester L. Barrett, Trustees, Seller, and Kenneth E.Wilson and Walton D. Wilson, by Frankie Wilson, Agent,Buyers;

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property,situate and lying in Fifth District of Anne Arundel County,State of Maryland, described as follows:

One tract of 15 acres, more or less, improved by a one story dwelling barn and other outbuildings, in fee simple.

One tract 11.87 acres, more or less, improved by a one story frame dwelling and outbuildings, in fee simple.

Both of above properties being the same described in Equity No.____ wherein said George Woelfel and Lester L. Barrett are Trustees at and for the price of Three Thousand Dollars ($3,000.00) of which one Hundred Dollars ($100.00) have been paid prior to the signing hereof, and the balance to be paid as follows: Cash on,or before thirty days from date hereof.

SUBJECT to the ratification of the Circuit Court for Anne Arundel County.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject,however, to all applicable restrictions easements, laws ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement,at which time possession shall be given; and the said parties hereto hereby bind themselves their heirs,executors and administrators for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed,as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This contract contains the final and entire Agreement between the parties hereto,and neither then nor their Agents shall be bound by any terms, conditions or representations not herein written; Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

Kenneth E. Wilson, (Seal)

Walton D. Wilson (Seal)

By Frankie Wilson, (Seal)
their Agent

(No witnesses.)

George B. Woelfel (Seal)
Trustee

Lester L. Barrett (Seal)
Trustee

°° Filed 14 January, 1947

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedingx in the above entitled cause, and from them he has stated the within account, February 27, 1947.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Charles F. Arnold vs Orville S. Arnold		in ac.
To Trustees for Commissions		120.00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	24.25	
Jos. H. Griscom - Sheriff's costs	.95	
Auditor stating this account	13.50	58.70
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	28.00	
Capital-Gazette Press- handbills	6.50	
Capital-Gazette Press-Order Nisi (sale)	5.00	
Capital-Gazette Press-Order Nisi (acct.)	5.00	
Eagle Indemnity Co.-bond premium	16.00	
Wm. B. Elliott,auctioneer's fee	16.00	
John S. Strahorn-Examiner's fee	8.00	
Juliet D. Strahorn-Stenographer	4.00	
One-half Federal revenue stamps	1.65	
One-half State revenue stamps	1.50	
Mary M. Hoff-notary fees	1.50	
George B. Woelfel-fee for professional services rendered,as oer Order of Court of 1/30/47	100.00	193.15
To Trustees for Taxes, viz:		
1946 State and County taxes on 11.87 acres	8.71	
1946 State and County taxes on 15 acres	13.57	22.28
To Trustees for Claims Filed, Viz:		

Orville S.Arnold-in full for mortgage claim,
subject to exceptions,as per Order of
Court of 9/26/46 344.50

BALANCE FOR DISTRIBUTION --$2.261.37

DISTRIBUTED AS FOLLOWS:

To Charles F. Arnold-one-half	1,130.68	
To Orville S. Arnold - one-half	1,130.69	2,261.17
		3,000.00

WITH George B. Woelfel and Lester L. Barrett, Trustees Cr.

1947		
Jan. 17 Proceeds of private sale		3,000.00
		3,000.00

ORDER NISI -REPORT OF SALE

ORDERED, This 5th day of March,1947,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 7" day of April next; Provided a copy of this Order be inserted in some newspaper punlished in Anne Arundel County, once in each of three successive weeks before the 7"day of April next.

John H. Hopkins, 3rd, Clerk.

Filed March 5, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 7th,1947

We hereby certify, that the annexed ORDER NISI Charles F. Arnold vs Orville S.Arnold 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 7th day of April, 1947. The first insertion being made the 13th day of March,1947.

THE CAPITAL-GAZETTE PRESS, INC.

7186 By Mae Carlson

Filed April 8, 1947.

FINAL ORDER OF COURT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 9" day of April,1947, 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 hasbeen or may be received.

William J. McWilliams, A.J.

Filed 9 April, 1947.

IN THE MATTER OF THE	:	No. 9023 Equity
PETITION FOR CHANGE OF NAME	:	IN THE CIRCUIT COURT
OF	:	FOR
RALPH GARY CHEPLOWITZ.	:	ANNE ARUNDEL COUNTY

PETITION AND ORDER OF COURT.

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your Petitioner, Ralph Gary Cheplowitz, by Sanuel Schenker, his Solicitor, respectfully

represents:

1. That he was born on November 19, 1923 in Baltimore, Maryland, and thereafter used the given name of Ralph Gary Cheplowitz.

2. That your Petitioner finds that in using this name, it is inconvenient because of its pronouncination 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 Ralph Gary Chep, and he therefore respectfully petitions the Court to pass an Order to that end.

Respectfully submitted,

Ralph Gary Cheplowitz
Petitioner

Samuel Schenker
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify,that on this 29th day of March,1046,before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared Ralph Gary Cheplowitz and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial Seal) Lillian M. Fine, Notary Public.

Filed March 30, 1946

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is hereby Ordered this 1" day of April,1946, by the Circuit Court for Anne Arundel County,that the name of the Petitioner,Ralph Gary Cheplowitz, be, and it is hereby changed to Ralph Gary Chep.

Cost of these proceedings to be paid by the Petitioner.

William J. McWilliams, Judge.

Filed 1 April, 1946.

THE CAPITAL BUILDING AND LOAN	:	No. 9006 EQUITY
ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS	:	FOR
ELIAS H. EHRHART and	:	ANNE ARUNDEL COUNTY.
PEARL M. EHRHART, his wife.	:	

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file therein the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler, Attorney named in mortgage.

Filed Febry. 27, 1946

PLAINTIFF'S EXHIBIT "A" MORTGAGE.

THIS MORTGAGE, Made this 20th day of September,in the year Nineteen Hundred and Forty-three, by and between Elias H. Ehrhart and Pearl M. Ehrhart, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor_, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland,hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Fourteen Hundred Dollars ($1400.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Fourteen hundred Dollars ($1400.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty-two Dollars ($22.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of October, 1943, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The due execuion of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING Lot Numbered Five Hundred and Twenty-nine (529) as designated and shown on the Plat of Mount Pleasant Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 1, folio 24.

BEING the same lot of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Margaret Brushmiller, et al, to the said Elias H. Ehrhart and Pearl M. Ehrhart, his wife.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the said Mortgagor, his, her or their heirs, and assigns shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

IT IS AGREED that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or

wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

1. To repay the indebtedness,together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee,or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee beinghereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

5. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

6. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment , by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor,his heirs and assigns, may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman

or John O.Dumler, their Attorneys or Agents,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 personal representatives or assigns,subject to the payment of the annual ground rent aforesaid; andwhich 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, or party making the sale may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds,arising fromsuch 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 the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid;secondly,to the payment of all claims of the said Mortgagee,its successors and assigns,under this Mortgage , whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor,his personal representatives or assigns,or to whoever may be entitled to the same.

AND the said Mortgagor,for himself,his heirs and assigns,does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted,there shall be and become due by them to the party inserting said advertisement or notice,all expenses incident to said advertisement or notice,~~all 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 ArundelCounty ,in Equity,which said expenses,costs and commissions the said Mortgagor, for himself,his heirs and assigns, does hereby covenant and agree to pay; and the said Mortgagee,its successors or assigns, or Harry A. Kohlerman or John O. Dumler,their said Attorneys, 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,interest,costs, expenses and commission.

The covenants herein contained shall bind,and the benefits and advantages shall inure to,the respective heirs,executors,administrators,successors and assigns of the parties hereto.Whenever used,the singular/number shall include the plural,the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness. Elias H. Ehrhart (SEAL)

John O. Dumler Pearl M. Ehrhart (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY,That on this 20th day of September,1943, before me,the subscriber,a Notary Public of the State of Maryland, in and for the City aforesaid,personally appeared Elias H. Ehrhart and Pearl M.Ehrhart, his wife, known to me to be the above-named Mortgagor(s) and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared James Windfelder,the President of the within body, corporate,Mortgagee,and made oath in due form of law that the condition of said Mortgage is true and bona fide as therein set forth;and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF,I have hereunto set my hand and affixed my seal the day and year aforesaid.

(Notarial Seal) Isabelle Bowes, Notary Public

(Inspected A G B F.H L B A) My commission expires May 7,1945

See JHH 293-9 Filed Febry 27,1946.

AFFIDAVIT OF NON-MILITARY SERVICE.

I HEREBY CERTIFY,That on this 25th day of February,1946,before me,the subscriber a,Notary Public of the State of Maryland,in and for Baltimore City,personally appeared Emil R.Schomborg, Secretary of The Capital Building and Loan Association of Naltimpre City,Plaintiff in the above entitled case,and made oath in due form of law that the Defendants,Elias H.Ehrhart and Pearl M.Ehrhart,his wife, against whom the abobe case has been docketed,are not in the Military Service of the United States,or of any nation with which the United States is allied in the present war,that they have not been ordered to report for induction under theSelective Training and Service Act of 1940,that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

(Notarial Seal) Edith L.Lindsay, Notary Public

El.R. Schomborg, Affiant, Sect'y

Filed February 27,1946.

STATEMENT OF MORTGAGE CLAIM.

Amount of mortgage,dated September 20,1943	$1400.00
Less payments to date	424.61
	$ 975.39
Interest for March,1946	4.88
AMOUNT DUE	$ 980.27

STATE OF MARYLAND,CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY,That on this 9th day of March, in the year one thousand nine hundred and forty-six,before,me,the subscriber,a Notary Public of the State of Maryland,in and for Baltimore City,aforesaid personally appeared Emil R.Schomborg,Secretary of The Capital Building and Loan Association of Baltimore City,the plaintiff in the above entitled case,and made oath in due form of law that the aforegoing is a true 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) Edith L. Lindsay, Notary Public

My commission expires May 5,1947

Filed March 11, 1946.

BOND

EAGLE INDEMNITY COMPANY OF NEW YORK.

KNOW ALL MEN BY THESE PRESENTS, That WE,John O.Dumler,Attorney 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 TWO THOUSAND Dollars,current money,to be paid to the said State or its certain Attorney,to which payment well and truly to be made and done, we bind ourselves and each of us,our and each of our heirs, executors, and ----------

administrators,jointly and severally ,firmly by these presents,sealed with our seals,and dated this 11th day of March,nineteen Hundred and Forty-six.

WHEREAS, by virtue of a power of sale contained in a mortgage from Elias H.Ehrhart and Pearl M. Ehrhart,his wife to The Capital Building and Loan Association of Baltimore City, bearing date on or about the 20th day of September,Nineteen Hundred and forty-three,the said John O.Dumler,Attorney,is authorized and empowered to make sale of the property described in said mortgage,in case default should be made in the payment of the principal debt secured by said mortgage orof the interest thereon in whole or in part. A nd whereas default has been made in the payment of the interest and principal aforesaid,and the said John O.Dumler,Attorney, is about to execute said power and made sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,That if the above bounden John O. Dumler,Attorney do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof,then the above obligation to be void and of no effect,otherwise to be and remain in full force and virtue in law.

Witness — John O.Dumler (SEAL)

Katharine H.McCutchan (Corporate Seal) EAGLE INDEMNITY COMPANY By

Benjamin Michaelson
A ttorney-in-Fact.

Approved this 11" day of March 1946.

John H. Hopkins, 3rd, Clerk.

REPORT OF SALE.

TO THE HONNORABLE,THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The report of sale of John O.Dumler,Attorney named in the mortgage,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,which was duly approved,and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette,a newspaper published in Anne Arundel County for more than twenty days preceding the day of sale,said John O.Dumler,Attorney named in mortgage,did,pursuant to said notice,on the twenty-sixth day of March,1946, at 11:00 A.M.,sell at the Courthouse door,Annapolis,Maryland,the aforesaid fee simple property unto William J.Huber at and for the sum of Eleven Hundred Fifty Dollars ($1150.00) cash, the said William J.Huber having offered the greatest price therefor.

John O. Dumler,
Attorney named in Mortgage.

STATE OF MARYLAND,CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 27th day of March,in the year one thousand nine hundred and forty-six,before me,the subscriber,a Notary Public of the State of Maryland,in and for Baltimore City,aforesaid,personally appeared John O.Dumler,Attorney named in mortgage and made oath that the 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) Edith L. Lindsay,Notary Public

My Commission expires May 5, 1947.

Filed April 2, 1946.

ORDER NISI ON REPORT OF SALE.

ORDERED, this 2nd day of April,1946,That the sale of the property mentioned in these proceedings made and reported by John O.Dumler,Attorney named in Mortgage BE RATIFIED AND CONFIRMED,unless cause to the contrary thereof be shown on or before the 4th 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 4" day of May next. The report states that the amount of sales to be $1150.00.

Filed April 2, 1946 John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION.

Annapolis, Maryland, May 6, 1946.

We hereby certify,that the annexed Order Nisi Elias H. Ehrhart 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 4th day of May,1946. The first insertion being made the 4th day of April,1946.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 6961

Per Mae Carlson.

Filed May 6,1946

FINAL ORDER

ORDERED BY THE COURT,This 8 day of May,1946, 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.

William J. McWilliams,

Filed May 8, 1946.

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 29, 1946.

All of which is respectfully submitted.

Laura R. Jockling, Auditor.

Dr. The Capital Building & Loan Association of Baltimore City vs Elias H.Ehrhart and Wife in ac.

To Attorney for Fee	50.00	
To Attorney for Commission	64.25	114.25
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	26.00	
Capital-Gazette Press - handbills	6.50	
Capital-Gazette Press -Order nisi on report of sale	5.00	
Capital-Gazette Press-Order nisi on Auditor's acct.	5.00	
Eagle Indemnity Co-bond premium	10.00	
George W. Scible-auctioneer	11.00	
one-half Federal revenue stamps	.82	
One half State revenue stamps	.55	
Edith L. Lindsay- notary fees	.75	65.62

To Attorney for Taxes, viz:

1946 State & County taxes-adjusted		4.05
To Capital Building & Loan Ass'n of Baltimore City,mortgagee-this balance on account mortgage claim		934.71
		1,156.38
Amount of mortgage claim filed	980.27	
Cr. Amount allowed as above	934.71	
Balance subject to decree in personam	45.56	

with John O. Dumler,Attorney named in Mortgage Cr.

1946.

Mar 26 Proceeds of Sale	1,150.00	
Interest on deferred payment (1 mo.15 days-$850.00)	6.38	1,156.38
		1,156.38

ORDER NISI

ORDERED,This 3"day of June,1946,That the Report and Account of the Auditor,filed this day,in the aboove entitled cause,BE RATIFIED AND CONFIRMED,UNLESS CAUSE TO THE CONTRARY be shown on or before the 6" 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 6 day of July next.

John H. Hopkins, 3rd, Clerk.

Filed May 10,1948

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1946.

We hereby certify that the annexed Order Nisi-9006 Elias H. Enrhart & 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 6th day of July,1946. The first insertion being made the 6th day of June,1946.

No.MG 3116 THE CAPITAL-GAZETTE PRESS, INC. BY MAE CARLSON.

Filed May 7, 1948

FINAL ORDER.

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 10th day of May,1948, 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.

MARVIN I. ANDERSON

Judge.

Filed June 3, 1946.

THE END .