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BOOK 70 PAGE 1

HENRY WICKART (COMPLAINANT) * IN THE
Poplar Ridge Rd. Pasadena P.O.
VS * CIRCUIT COURT OF
EDWARD J. RICHARDSON & * ANNE ARUNDEL COUNTY
LILLIAN L. RICHARDSON, his wife
Hillside Rd. Rock Hill Beach * No. 9461 IN EQUITY
THE SAVINGS BANK OF BALTIMORE
(RESPONDENTS) *
Charles + Baltimore Sts Balto. Md.

* * * * * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Henry Wickart, by Arthur A. Anderson, Jr., and Henry C. Garde, his attorneys, respectfully shows this Honorable Court:

That at the time of the happenings hereinafter recited your Orator was and had been for many years, the owner of a fee-simple, three acre tract of land and improvements situate and lying in the Third Election District of Anne Arundel County, upon which premises he did for many years conduct a Marine Railway and Boat Yard and rent several tenant houses.

And your Orator complaining says:-

1.) That he is eighty-six (86) years of age, sickly, enfeebled and with no living blood relatives.

2.) That Edward J. Richardson, one of the Respondents herein, came upon the property of your Orator during the Spring of 1943 and rented from your Orator one of the tenant houses on the property. The said Richardson, several weeks later brought the said Lillian L. Richardson, his wife, on the premises and both of them resided thereon from that time until March 1, 1948.

3.) That at the time the said Richardson and wife became tenants of your Orator, the said Edward J. Richardson was in no way employed by your Orator but daily left the premises for his employment elsewhere, nor was the said Lillian L. Richardson in any way employed by your Orator.

4.) That your Orator was taken desperately ill during the month of August, 1946, and was completely incapacitated for several months; at that time the said Edward J. Richardson and Lillian L. Richardson, volunteered to operate and manage the Marine Railway and Boat Yard of your Orator, to collect the rents due from the boats stored there and take as their compensation therefore fifty per cent (50%) of the monies so collected; that your Orator

Filed June 4, 1948.

realizing he was physically incapable of managing his affairs accepted their offer; that your Orator did not expect or request the said Edward J. Richardson to give up his employment elsewhere, but did expect him to devote to the business such of his off time as was necessary to properly operate and manage the business of your Orator and to care for and maintain the boats stored there; that the said Edward J. Richardson and Lillian L. Richardson did not at any time properly manage or operate the business or care for and maintain the boats and in fact allowed a number of the boats to sink at their achorage.

5.) That during the course of said employment the said Edward J. Richardson and Lillian L. Richardson did however, collect out of the business sums of money, the amount which is unknown to your Orator; that they constantly refused to account to your Orator for the sums of money so collected and have never so accounted to your Orator; that the said Edward J. Richardson and Lillian L. Richardson at various times presented to your Orator stubs of a receipt book for him to sign or initial; that your Orator because of his long illness and weakness of eyesight could not read the writing on the said stubs and that all the questions of your Orator as to the management or the financial condition of the business or as to what was represented by the aforesaid receipt stubs, were evaded by the said Edward J. Richardson and Lillian L. Richardson and your Orator was told that all he had to do was to sign the stubs and leave everything else to them.

6.) That from time to time during the period of the said Edward J. Richardson and Lillian L. Richardson's employment by your Orator the said Edward J. Richardson and Lillian L. Richardson delivered to your Orator small sums of money which were barely sufficient for your Orator to provide himself with food and medicine; that your Orator, ill, completely incapacitated, entirely alone in the world and thoroughly cowed by the fear of being left alone, had no alternative but to obey the directives of the said Edward J. Richardson and Lillian L. Richardson.

7.) That your Orator verily believes that he is entitled to a discovery of the monies collected by the said Edward J. Richardson and Lillian L. Richardson in the operation and management of the aforesaid business and an

accounting for the disposition of said monies.

8.) That in the early Spring of 1947, when your Orator was again able to get about with the aid of two canes he called Edward J. Richardson and Lillian L. Richardson to task for their failure to properly carry out the terms of their employment and was told by the said Richardson that he (the said Richardson) could not be bothered with the business as it would not pay him to do so; at that time your Orator revoked the authority heretofore granted, to operate and manage the aforesaid business and to make any collections, but in spite of said revocation the said Edward J. Richardson and Lillian L. Richardson continued to exercise complete authority over said business and to collect the monies arising therefrom or thereout, completely ignoring your Orator's revocation of their authority and your Orator being ill, completely incapacitated and alone was unable to do any thing about it. The said Edward J. Richardson and Lillian L. Richardson also from time to time collected rentals from the tenant houses which at no time did they have authority to do.

9.) That later in the year of 1947, when your Orator was a little stronger and able to get about he made one last attempt to put the said Edward J. Richardson and Lillian L. Richardson on the right track and told them that he realized that they had not and were not treating him honestly, but that because of his advanced age of eighty-five (85) years, his numerous physical infirmaties, his few remaining years on this earth and the fact that he had no one else in the world to whom he could turn, he was willing to forgive them their past transgressions and proposed that if the said Edward J. Richardson and Lillian L. Richardson would remain with him, see to his general welfare for the balance of his days, manage the business honestly and squarely, taking for their compensation fifty per cent (50%) of the profits thereof, your Orator would not disturb his Last Will and Testament, which the said Edward J. Richardson and Lillian L. Richardson had long ago persuaded him to make wherein he devised the entire property to them.

10.) That the said Edward J. Richardson and Lillian L. Richardson agreed to the proposal of your Orator and promised faithfully to carry out their part of the agreement; that they did carry out their agreement

in a half hearted manner as suited their purpose for a short time. However, in October of 1947, the said Edward J. Richardson and Lillian L. Richardson again made demands upon your Orator stating that they wanted as additional security a foothold in the land itself and sufficient cash to build a house upon the land, because your Orator might at some future time decide to change his Will, and they at that time threatened to leave your Orator if he did not accede to their demands.

11.) That your Orator was desperately afraid of being left alone and in the vain hope that his generosity would gain him more considerate treatment from the said Edward J. Richardson and Lillian L. Richardson, agreed to comply with their demands and accordingly on October 27, 1947, withdrew from his savings account, the sum of Four Thousand ($4000.00) Dollars, and which sum he delivered to the said Edward J. Richardson and Lillian L. Richardson which was then deposited by them in a savings account in The Savings Bank of Baltimore; that your Orator also conveyed to the Respondent, Edward J. Richardson, a portion of his aforesaid property as shown and described by deed and Plat dated November 24, 1947, now recorded among the Land Records of Anne Arundel County in Liber JHH 444 Folio 421, (Photostatic copy of which deed and plat is filed herewith and prayed to be taken as a part hereof and marked Complainant's exhibit No. 1).

12.) That in spite of the fact that the said Edward J. Richardson, (at the insistance of his counsel that a monetary consideration must pass) paid to your Orator the sum of Twenty-five ($25.00) Dollars, the true consideration for the aforesaid conveyance and the delivery to the said Edward J. Richardson and Lillian L. Richardson the aforesaid sum of $4000.00, was their promise to remain on the property, look out for the general welfare of your Orator for the balance of his days and to honestly and squarely operate and manage the aforesaid Marine Railway and Boat Yard business for him.

13.) That after receiving the cash money and conveyance to them of the property hereinbefore referred to, and being well aware that your Orator's Last Will and Testament still devised the remainder of the aforesaid three acres of land and improvements and business thereon th them, the said

Edward J. Richardson and Lillian L. Richardson became increasingly scornful of and insolent and threatening to and neglectful of the wellbeing of your Orator; that this conduct culminated in the remark to your Orator by the said Edward J. Richardson, in an ugly threatening manner that, "I have you just where I want you, I have a foothold in the ground and you are not going to get rid of me off your Will, I'll take care of that right away", at that your Orator became fearful for his life and managed by telephone, to request his nearest neighbor, John J. Carback, to come to the property.

14.) That during the entire conversation with the said John J. Carback, at which time the hereinabove recited particulars were discussed, the said Lillian L. Richardson, one of the Respondents herein, eavesdropped at your Orator's window and your Orator verily believes that he escaped harm only because the said Edward J. Richardson and Lillian L. Richardson were aware of the threats of the said Edward J. Richardson had been communicated to another person.

15.) That the said Edward J. Richardson and Lillian L. Richardson on or about March 1, 1948, left the premises of your Orator and with the Four Thousand ($4000.00) Dollars, cash monies received from your Orator, as hereinbefore recited, purchased from Alfred L. Samm and wife, property known and designated as Lot No. 8, Section A, Plat of Rock Hill Beach and more particularly described in a deed dated April 2, 1948, JHH 462, Folio 581, (photostatic copy of which deed is filed herewith and prayed to be taken as a part hereof and marked Complainant's Exhibit No. 2) and are now residing thereon.

16.) That your Orator alleges that the promises of the said Edward J. Richardson and Lillian L. Richardson as hereinbefore recited as a consideration for your Orator's delivery to the said Edward J. Richardson and Lillian L. Richardson, the cash sum of Four Thousand ($4000.00) Dollars, and the conveyance to them of the hereinbefore referred to parcel of land, were fraudulently made by the said Edward J. Richardson and Lillian L. Richardson with no intention on their part of ever living up to the said promises and were made for the sole purpose of defrauding your Orator of the aforesaid cash

sum of $4000.00 and the property hereinbefore referred to and that the fraudulent making of said promises and the subsequent failure of the said Edward J. Richardson and Lillian L. Richardson to live up to their said promises, is in fact an absolute failure of consideration for the delivery to them of the aforesaid cash sum of $4000.00 and the deed to the property as hereinbefore recited.

TO THE END WHEREFORE:-

(1) That this Honorable Court pass an order directing a discovery of all monies collected by the said Edward J. Richardson and Lillian L. Richardson as employees of and on behalf of your Orator and that they be required to account to your Orator for all monies so collected.

(2) That this Honorable Court pass a Monetary Decree awarding to your Orator the sum of money so found to be due to him upon accounting.

(3) That this Honorable Court pass a decree declaring the Deed hereinabove recited from your Orator to the said Edward J. Richardson and Lillian L. Richardson, conveying to them the lot of ground described in the Complainant's Exhibit No. 1, to be null and void.

(4) That this Honorable Court pass a Monetary Decree awarding to your Orator the sum of $4000.00 procured from your Orator by the said Edward J. Richardson and Lillian L. Richardson.

(5) That this Honorable Court pass an order enjoining the said Edward J. Richardson and Lillian L. Richardson from transferring or disposing of any interest in the properties described in the following deeds to them:

(a) from your Orator, Liber JHH 444 Folio 421, Complainant's Exhibit No. 1;

(b) described in deed April 2, 1948, JHH 262 Folio 81, from Alfred L. Samm and wife, conveying property known as Lot No. 8, Section A, Rock Hill Beach.

(6) That the property known as Lot No. 8, Section A, Rock Hill Beach, be impressed with a lien in the amount of $4000.00, in favor of your Orator and that a Trustee be appointed to sell the said property to satisfy said lien.

(7) That the said Edward J. Richardson and Lillian L. Richardson be enjoined from making withdrawals from his, her or their account at The Savings Bank of Baltimore, pending the disposition of these proceedings.

(8) That the Savings Bank of Baltimore be enjoined from paying out upon the order of said Edward J. Richardson and Lillian L. Richardson upon any account on which the said Edward J. Richardson and Lillian L. Richardson appear as owners or co-owners or otherwise.

(9) That a Subpoena be issued for the said Edward J. Richardson and Lillian L. Richardson at their residence on Hillside Road, Rock Hill Beach, in the Third Election District of Anne Arundel County and for The Savings Bank of Baltimore at its place of business at Charles and Baltimore Streets, Baltimore, Maryland.

(10) For such other and further relief as his case may require.

AND as in duty bound, etc.

Henry Wickart

Henry Wickart, Complainant

Arthur A. Anderson, Jr.

Henry C. Garde, Solicitors for the Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:-

I HEREBY CERTIFY, That on this 4 day of June, in the year nineteen hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared HENRY WICKART, the Complainant herein, and he made oath in due form of the law that the matters and facts herein stated are true to the best of his knowledge and belief and that none of the Respondents are in any manner in the Military Service of this Nation or of any allied Nation.

AS WITNESS my hand and Notarial Seal.

Steven J. Everd

STEVEN J. EVERD (Notary Public)

STEVEN J. EVERD NOTARY PUBLIC ANNE ARUNDEL CO. MD.

HENRY WICKART (COMPLAINANT)	*	IN THE
	*	CIRCUIT COURT FOR
VS	*	ANNE ARUNDEL COUNTY
EDWARD J. RICHARDSON & LILLIAN L. RICHARDSON, his wife	*	No. 9461 IN EQUITY
THE SAVINGS BANK OF BALTIMORE (RESPONDENTS)	*	

* * * * * * * * * * * * *

ORDER

Ordered by the Circuit Court for Anne Arundel County In Equity, this 10th day of June, 1948, upon the aforegoing Bill in Equity and Affidavit that the Respondents, Edward J. Richardson and Lillian L. Richardson be and they are hereby enjoined from transferring or disposing of any interests in the two fee-simple lots of ground referred to in the Bill of Complainant filed in this cause and more particularly described in Complainant's Exhibit No. 1 and 2, and the said Respondents, Edward J. Richardson and Lillian L. Richardson be and they are hereby enjoined from making any withdrawals from any account in The Savings Bank of Baltimore or any other Bank, Building Association or Bank Institution on which the said Edward J. Richardson and Lillian L. Richardson appear as owners, co-owners or otherwise.

It is further ordered that the Respondent, The Savings Bank of Baltimore be and it is hereby enjoined from paying out upon the order of the said Edward J. Richardson and Lillian L. Richardson or either of them upon any account on which the said Edward J. Richardson and Lillian L. Richardson appear as owner, co-owners or otherwise, unless cause to the contrary be shown on or before the 28th day of June, 1948, provided that a copy of the Bill in Equity and this Order be served on the said Edward J. Richardson and Lillian L. Richardson and The Savings Bank of Baltimore on or before the 20th day of June, 1948.

Filed June 10, 1948.

Judge

(Complainant's Exhibit No. 1)

BOOK 70 PAGE 9

LIBER 444 PAGE 421

THIS DEED, Made this 24th day of November in the year Nineteen hundred and forty seven, by and between HENRY JACOB WICKART, JR., Divorced, party of the first part and EDWARD J. RICHARDSON, party of the second part, both of Anne Arundel County, in the State of Maryland.

WITNESSETH, That for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable considerations paid by the said party of the second part to the said party of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the said Henry Jacob Wickart, Jr., has bargained and sold and by these presents does grant and convey unto the said Edward J. Richardson his heirs and assigns, in fee simple;

ALL that tract, part of a tract,piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows, according to a plat and survey thereof made by Edward Hall, Jr., September 1936, and November 1947, to wit: Beginning for the same at a pipe set the following two courses and distances from a stone previously set at the end of the third line of the conveyance from Bernard J. Oberman to Henry Jacob Wickart by deed dated August 31, 1907, and recorded in Liber G.W.No. 55 folio 61, north 13 degrees 57 minutes east 65.6 feet and north 76 degrees 03 minutes west 50 feet; thence, running with the northeast edge of a 10 foot road , with the use thereof in common, leading to the southeast edge of a 30 foot road leading from the Spit Point County Road to The Wharf on Back Creek, north 76 degrees 03 minutes west 50.0 feet to a pipe set on the northeast edge of said right of way; thence leaving said right of way, north 13 degrees 57 minutes east 103.6 feet to a pipe set on the shore line of Back Creek; thence binding on said shore line in a northeasterly direction 56.0 feet to interseot a line drawn north 13 degrees 57 minutes east from the beginning; thence, binding on said line, south 13 degrees 57 minutes west 128.2 feet to the beginning. Containing 0.13 of an acre, more or less.

No. 9461 County

filed June 4 1948

BOOK 70 PAGE 10
LIBER 444 PAGE 422

BEING a part of the same property which was conveyed to the said Henry Jacob Wickart, Jr., by Melville S. Dunlap, Trustee, by deed dated on the 19th day of November, 1918, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 6 folio 135. Subject, however, to agreements with the Consolidated Gas and Electric Light and Power Company, as recorded among the Land Records aforesaid in Liber W.M.B.No. 130 folio 44, and in Liber J.H.H.No. 215 folio 303.

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 the said party of the second part, his heirs and assigns, in fee simple; reserving unto the said Henry Jacob Wickart, Jr., during the term of his life time the right to store and moor boats for hire or otherwise, in front of the property hereby conveyed.

AND the said party of the first part hereby covenants that he will warrant specially the property hereby conveyed and that he will execute such other and further assurances thereof as may be requisite.

WITNESS the hand and seal of the party of the first part.

Test:
Myrtle Sturm

Henry Jacob Wickart, Jr. (Seal)

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 seven, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Henry Jacob Wickart, Jr., divorced, and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial,

Myrtle Sturm, Notary Public

Recorded- 24th- Nov, 1947- at 12:05 P.M.

Survey for Captain Henry Jacob Wickart

Of Land in 3rd Dist. A. A. Co. Md.

Edward Hall Jr.
County Surveyor.

September 1936 and
November 1947

Scale 1" — 100'

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed and Plat were taken and copied from Liber J. H. H. No. 444, folio 421 etc. 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 May, A. D. 1948.

John H. Hopkins 3rd Clerk.

5.50 ind 12 $5.50 U.S

(Complainant's Exhibit No. 2)

FEE-SIMPLE DEED—CODE—City or County—40

LIBER 462 PAGE 581

This Deed, Made this 22nd day of March in the year one thousand nine hundred and forty-eight, by and between Alfred L. Samm and Bernadette A. Samm, his wife,

of Anne Arundel County, in the State of Maryland, of the first part, and Edward J. Richardson and Lillian L. Richardson, his wife, of Anne Arundel County, in the State of Maryland,

of the second part.

No. 9461 Equity

2

Witnesseth, that in consideration of the sum of Five Dollars and other valuable considerations, the receipt whereof is hereby acknowledged,

the said Alfred L. Samm and Bernadette A. Samm, his wife,

Filed June 4th 1948.

do grant and convey unto the said Edward J. Richardson and Lillian L. Richardson, his wife, as tenants by entireties, their assigns, the survivor of them, and the survivor's

heirs and assigns, in fee simple, all that lot of ground situate in the Third Election District of Anne Arundel County, ~~of ground situate, lying and being in~~ xzxzxzxzxzxzxzxzxzxzxzxzxzxzxzxzxzxzxz ~~aforesaid and described as follows, that is to say:~~ ~~Beginning for the~~ and described as follows:

BEING all that lot of ground designated as Lot No. 8, in Section "A", as shown on the Plat of Sections "A", "B" and "C", of Rock Hill, recorded in Cabinet No. 2, Rod E-1, Plat No. 1, in the office of the Clerk of the Circuit Court for Anne Arundel County, said lot having a frontage of one hundred feet on the northeast side of Hillside Road, with a depth of two hundred feet.

BEING the same property which by Deed dated April 13, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 277, folio 359, &c., was granted and assigned by the Kenwick Company, a body corporate.

unto the said Bernadette A. Samm, subject to a ground rent of one cent (1¢) per annum, if demanded. The said ground rent was created by lease dated April 13, 1943 and recorded among the said Land Records in Liber J.H.H. No. 277, folio 358, &c., from Alfred L. Samm and Bernadette A. Samm, his wife, to the said Kenwick Company, thus leaving the reversionary interest aforesaid vested in the said Alfred L. Samm and Bernadette A. Samm, his wife. See also deed dated September 24, 1940 and recorded among the said Land Records in Liber J.H.H. No. 244, folio 326, from Riviera Beach Development Company to Alfred L. Samm and Bernadette A. Samm, his wife, in fee simple.

It is the intention of this deed to convey the ground rent and reversionary interest aforesaid, as well as the leasehold interest conveyed by the aforementioned assignment, thus conveying the property to the grantees herein in fee simple.

(Complainant's Exhibit No. 2)

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 Edward J. Richardson and Lillian L. Richardson, his wife, as tenants by entireties, their assigns, the survivor of them, and the survivor's heirs and assigns, in fee simple.

And the said part ies 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: as to both.

Jean Claire Habig

Alfred L. Samm (SEAL)
Alfred L. Samm

Bernadette A. Samm (SEAL)
Bernadette A. Samm

BOOK 70 PAGE 15
LIBER 462 PAGE 584

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** forty-eight **, before me, the subscriber, a Notary Public of the State of Maryland, in and for** the City of Baltimore **aforesaid, personally appeared** Alfred L. Samm and Bernadette A. Samm, his wife,

the above named grantors , and they each severally **acknowledged the foregoing Deed to be** their respective **act.**

As Witness my hand and Notarial Seal.

Jean Claire Habig
Jean Claire Habig - **Notary Public.**

Recorded-2nd-April-1948-at-1:20-P.M.

TAXES PAID TO DEC. 31, 1948
JOSEPH G. DISCOM, SR.
Treas.

DEED

FROM

Alfred L. Samm and
Bernadette A. Samm, his wife,

TO

Edward J. Richardson and
Lillian E. Richardson, his wife.

BLOCK NO.

Received for Record April 2 19 48
at 1:20 o'clock M. Same day recorded
in Liber 1146 No. Folio &c.,
one of the Land Records of Baltimore
[illegible], and examined per
[illegible], Clerk.
Cost of Record, $

The Daily Record Company, Baltimore, Md.

R. Harry Arnold, Clerk

(Complainant's Exhibit No. 2)

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. 462, folio 581, one of the Land Eecord 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 May, A. D. 1948.

John H. Hopkins Jr. Clerk.

HENRY WICKART,	:	No. 9461 Equity
Complainant,		In The Circuit Court
vs.		for
EDWARD J. RICHARDSON, and LILLIAN L. RICHARDSON, his wife, THE SAVINGS BANK OF BALTIMORE,	:	Anne Arundel County.
Respondents.	:	

Answer to the bill of complaint, and showing of cause in response to order of the Court.

The answer of Edward J. Richardson and Lillian L. Richardson, his wife, respectfully shows:-

Answering the unnumbered first paragraph of the bill of complaint, they admit that Henry Wickart owned in fee simple land in Anne Arundel County, Maryland, and that he conducted a marine railway and boat yard thereon and rented tenant houses.

1. Answering paragraph number 1 of the bill of complaint, they admit that Wickart is 86 years old, but deny that he is sickly or enfeebled. They neither admit nor deny that he has no living blood relatives as they have no knowledge of the matter.

2. Answering paragraph 2 of the bill of complaint, they deny the facts alleged, and they say that Richardson first came to Wickart's premises about March 1944 when he brought his boat there to be repaired, that he returned several times to see if the boat was ready, that he rented a shed from Wickart about April 1944 and came there only on week ends until about June 1946 when he sold his radio repair shop business in Halethorpe, Maryland and at about that time he rented a shack from Wickart and brought his wife and family there to live and prior to this time his wife was there little if at all.

3. Answering paragraph number 3 of the bill of complaint, they admit that they were not employed by Wickart at the time

they became his tenants. They deny that they daily left the premises to go to their employments elsewhere, and they say that Mrs. Richardson had no employment other than in her own home, and Mr. Richardson had just sold his business and was taking a vacation with expectation of later getting work at his former trade of brick layer. Further answering they say that Richardson did do work for Wickart after they came there to live and before then on week ends, but without intending to charge, and without promise or expectation of payment.

4. Answering paragraph number 4 of the bill of complaint, they admit that Wickart became seriously ill in the Summer of 1946 and was incapacitated for some time. They deny that they made any business proposal to him, and they say that Wickart initiated proposals and requested Richardson to operate the rail way and boat yard and pump out the boats stored and collect rents from the storage of boats, and take as compensation whatever he received from repair work, donesby him, less cost of materials, and 50% of storage rents collected by him, and that Richardson accepted proposals made by Wickart. They deny that Richardson did not properly operate the business, or properly care for boats, or allowed boats to sink; though several boats sank because of physical defects that the owners had not hired them to repair, and one boat sank for lack of pumping because the owner was in arrears of rent and Wickart directed Richardson not to attend that boat until the rent be paid.

5. Answering paragraph 5 of the bill of complaint, they admit that Richardson collected money in course of the business. They deny that Wickart does not know the amounts, or that they refused to account, or that they did not account; and they say that Wickart was currently informed of and given accountings for all receipts, which he accepted, and received payment of. They admit that it became advisable when paying him his share of moneys

received, to have him sign the stubs of receipts Richardson had given the customers. They deny that Wickart's eye sight was too defective to read the writing on the stubs, and they say that he daily read newspapers and other matters easily and fluently. They deny that they evaded any questions by him concerning the business or the subject matter of the receipts, and they say that he was given any requested information and that he was fully informed.

6. Answering paragraph number 6 of the bill of complaint, they admit that sums of money were delivered to Wickart from time to time, and they say that all that was due him was delivered. They deny that he was ill after he recovered from his illness in 1946, or completely incapacitated, or entirely alone in the world, or cowed by fear of being left alone, or that he had no alternative but to obey the directives of the respondents.

7. Answering paragraph number 7 of the bill of complaint, they deny that complainant is entitled to discovery or accounting, as accountings were given, accepted, settled, paid.

8. Answering paragraph number 8 of the bill of complaint, they deny that Wickart ever revoked Richardson's authority to operate the business and collect rents from storage of boats before he sold the place to Carback in 1948. They admit that until then the respondent continued to exercise the authority granted to him by Wickart, but not complete authority as alleged. They deny that Wickart was ill after he recovered from his illness in 1946, or completely incapacitated and alone, or unable to oust the respondents if he had desired to do so. They deny that they ever collected rents from the tenant houses, except the one house adjoining theirs which rent they delivered toWickert, and they say that the rents for the tenant houses were paid in a single payment for the season and were paid by the tenants directly to Wickart.

9. Answering paragraph number 9 of the bill of complaint, they deny that they ever requested or persuaded Wickart to make a will in their favor. They say that this was done of his own volition, and that he himself contacted his own attorney in the District of Columbia and was referred by him to Philander Briscoe, a lawyer in Baltimore, Maryland, who prepared the will for the complainant and as his attorney and not as attorney of or for the respondents. They further say that Wickart also changed his bank account into a joint one with one or more of the respondents, balance on death of one to belong to the other, and this also was of his own volition and without urging on their part. They admit that Wickart promised to leave all he owned to them at his death if Richardson would stay and take care of Wickart's business on the aforesaid terms, but they deny that anything was said about taking care of Wickart himself, though they did so while they stayed and would have continued doing so if they had stayed. They further say that in consideration of and in reliance on that promise they did stay there and properly attended Wickart's business and general welfare, though Richardson could have made more money elsewhere, and in order to remain had to consume his savings and had to sell his boat and consume the proceeds.

10. Answering paragraph number 10 of the bill of complaint, they admit that they agreed to the aforesaid proposal of Wickart, and that they carried out their part of the agreement. They deny that they performed their part in a half hearted manner, or for a short time only, and they say that they properly and fully performed their part. They deny the remaining allegations of that paragraph and give the following version of those matters:-
The respondents learned that Wickart had changed the bank account back to his name alone. They became disgusted with the situation and desired to end the arrangement, and leave. The complainant urged them not to do this, and said he had not changed his will in their favor, and would restore the joint bank account. The

respondents nevertheless desired to end the arrangement, having no security that he might not change his will at any future time. The complainant nevertheless wanted them to stay, and to induce them to do so he offered to immediately make an outright gift to them of half the bank account and to convey to them a house lot, so that there could be no future change of mind to that extent, and to leave them all he owned at his death, with the understanding that they would stay and Richardson would continue to operate his business for him on the same terms as before.

11. Answering paragraph number 11 of the bill of complaint, they admit that Wickart gave them $4,000 and conveyed to them the house lot alleged in the bill of complaint. They deny that this was done because he was desperately afraid of being left alone, or because of demands made by the respondents, or that they made any demands, and they say it was of his own free will and volition.

12. Answering paragraph 12 of the bill of complaint, they deny the facts alleged and say that the lot was sold and conveyed to them for a consideration of $25, and the $4,000 was a completed gift. They admit that they were to remain on the place and Richardson was to attend to Wickart's business, in consideration of said conveyance and gift. They deny that they were to look out for Wickart also, though they did so while they were on the place and would have continued doing so had they remained.

13. Answering paragraph number 13 of the bill of complaint, they deny the allegation that after receiving the money and lot and being aware that Wickart's will devised the remainder of the land and business to them, they became scornful of him, or insolent, or threatening, or neglectful of him, or made the quoted threat, or that Wickart became fearful for his life. They neither admit nor deny that he telephoned to his neighbor, John J. Carback, and requested him to come there. They deny that they said or did

anything to cause Wickart to fear for his life.

14. Answering paragraph number 14 of the bill of complaint, they emphatically deny that they eavesdropped on complainant's conversa ion with Carback, or that complainant escaped harm only because they knew that he had communicated their threats to Carback. Further answering, they deny that they ever made any threats, or intended him any harm, or said or did anything whatever to cause him to fear they would harm him.

15. Answering paragraph number 15 of the bill of complaint, they admit that they left Wickart's premises, but they say that they did so only because they received notice from lawyers and others that he had sold his land and business to Carback and requiring them to cease operating the business and to vacate the house they were occupying, and until this time they had remained and had properly performed their part of the agreement in good faith, and intended to remain and perform their part as agreed; that at the time they were so notified they had spent several hundred dollars to drive a well on the lot received from Wickart and intended to build a dwelling on it, but when they received said notices and the well was broken and destroyed presumably by the people who were ordering them off, they thought it best not to build there for the time being. They admit that they purchased the house and lot elsewhere, alleged in the bill of complaint, as they were in need of a home, and that they paid for it partly with money received from complainant, and that they now reside thereon.

16. Answering paragraph number 16 of the bill of complaint, they emphatically deny that their promises to the complainant were fraudulently made, or were made without intention of living up to them, or for the purpose of defrauding the complainant, or that they failed to live up to their promises. They allege on the

contrary that they acted in good faith throughout, and with every intention of fully and completely performing their promises and with no intention of defrauding the complainant of his money or property, and that they fully performed their promises until prevented by the complainant from doing so as aforesaid, by the sale of his land and business and orders to respondents to vacate.

And having fully answered the bill of complaint, and shown cause in response to the order of Court, they pray to be hence dismissed with their costs.

And as in duty bound, etc.

Albert J. Goodman Solicitor for Res.

Emanuel Klawans Solicitor for Res.

I hereby certify that a copy of this answer was mailed to Arthur A. Anderson, Jr., Fidelity Building, Baltimore, Maryland, on June 26, 1948; and a copy was mailed to Henry C. Garde, solicitor for the complainant, at 3041 Arunah Avenue, Baltimore, Maryland, on said date; and a copy was mailed to The Savings Bank of Baltimore, Charles & Baltimore Sts., Baltimore, Md., on said date.

Emanuel Klawans

HENRY WICKART, Poplar Ridge Road, Pasadena, Md. Complainant	:	IN THE
	:	CIRCUIT COURT FOR
V.	:	ANNE ARUNDEL COUNTY
EDWARD J. RICHARDSON and LILLIAN L. RICHARDSON, his wife, Hillside Road, Rock Hill Beach, Md.	:	IN EQUITY
	:	No. 9461
THE SAVINGS BANK OF BALTIMORE, Charles & Baltimore Streets, Baltimore, Maryland, Respondents	:	

. . . . . .

A N S W E R

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of The Savings Bank of Baltimore, one of the defendants in this cause, to the Bill of Complaint of Henry Wickart in this Honorable Court exhibited, says:

1. That it is without knowledge of the facts alleged in paragraphs 1 to 16, inclusive, of the Complaint.

In further answer to said Complaint, this defendant says:

(a) That in accordance with its records as of June 14, 1948, there was an account in The Savings Bank of Baltimore No. 108559, opened October 27, 1947, in the name of Edward J. Richardson, in which there was a balance as of said date of One Hundred and Thirty-six Dollars ($136.00).

(b) That the By-Laws of The Savings Bank of Baltimore, among other provisions, contain the following Article:

> "ARTICLE 10. The deposits and payments shall be regularly entered in the books of the Bank and immediately posted to each individual account and every person depositing shall be furnished with a book containing a duplicate of his or her account in which the deposits and payments shall be entered as soon as made.

Filed June 29, 1948

"This book must be brought to the Bank every time any deposit is made, or any money withdrawn, so that the transaction may be regularly entered. No money shall be paid except to the person who has the legal right to the deposit, or upon his or her order, which order must be witnessed by some respectable person other than the one in whose favor the order is drawn, and must always be accompanied by the book. Possession of the book of deposit may be treated by the Bank as sufficient evidence of ownership thereof to authorize the payment of money due thereon. The Bank will endeavor to prevent fraud on its depositors, yet all payments made by the Bank to any person producing the deposit book shall be valid as against the depositor, and a full and effective release thereof to the Bank. Should a depositor lose a deposit book, or the same be destroyed, or fraudulently obtained from such depositor, immediate written notice thereof must be given to the officers of the Bank, and after a sufficient publication of said loss, and satisfactory security given to the Bank, a duplicate book will be issued for the amount to the credit of the depositor, or the amount will be paid to the depositor."

That while this defendant is ready and willing to pay over to such person or persons as is or are lawfully entitled thereto, the whole or any part of the funds so held by it, it cannot lawfully and in safety to itself do so until it has been determined by a court of competent jurisdiction, having jurisdiction over all the parties, as to who is lawfully entitled to said funds and until and unless the provisions of its By-Laws, including the aforesaid Article, have been complied with.

Having fully answered, this defendant prays that the Court may, in any order or decree passed herein, protect this defendant in the premises.

AND as in duty bound, etc.

THE SAVINGS BANK OF BALTIMORE

By L Duncan Miller
Counsel

1000 Maryland Trust Bldg
Baltimore, Md

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

HENRY WICKART,	:	
PLAINTIFF.	:	
VS.	:	NO. 9461 EQUITY
EDWARD J. RICHARDSON, and LILLIAN L. RICHARDSON, his wife, and THE SAVINGS BANK OF BALTIMORE,	:	
DEFENDANTS.	:	

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D E C R E E

This cause standing ready for hearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this eighteenth day of August, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That so much of the plaintiff's bill, as seeks an accounting from the defendant, Edward J. Richardson, of moneys alleged to have been collected by him for the plaintiff's account, be, and the same is hereby, dismissed.

(2) That the transfer by the plaintiff to the defendant, Edward J. Richardson, of the sum of forty-three hundred dollars ($4300.00) on October 27, 1947, be, and the same is hereby, stricken down and declared void.

(3) That the deed made by the plaintiff to the said Edward J. Richardson dated November 24, 1947, and recorded among the Land Records of said Anne Arundel County in Liber J. H. H., No. 444, folio 421, etc., and purporting to convey thirteen one-hundredths of an acre of land, more or less, be, and the same is hereby, stricken down and declared void; that the said Edward J. Richardson and Lillian L. Richardson, his wife, shall, by a good and sufficient deed, reconvey said property to the plaintiff within thirty days

Filed Aug. 18 - 1949.

from the date of this decree; and that upon their failure to do so, then, John G. Rouse, Jr., Esquire, be, and he is hereby, appointed trustee, without bond, to so reconvey said property.

(4) That the one hundred thirty-six dollars ($136.00) plus all interest which has accrued thereon since the institution of this suit, standing to the credit of the said Edward J. Richardson at the Savings Bank of Baltimore in account L-R, No. 108559 be, and the same is hereby, impressed with a trust in favor of the plaintiff; and that said Savings Bank of Baltimore be, and it is hereby, directed to forthwith pay over said one hundred thirty-six dollars ($136.00) plus said accrued interest to him.

(5) That there is justly due and owing by the defendant, Edward J. Richardson, to the plaintiff the full and just sum of thirty-nine hundred fourteen dollars ($3914.00), and that this court's decree be, and the same is hereby, entered in favor of the plaintiff against said Edward J. Richardson for said sum of thirty-nine hundred fourteen dollars ($3914.00) with interest from date, and the costs of this case.

(6) That a lien in favor of the plaintiff in the amount of thirty-nine hundred fourteen dollars ($3914.00), with interest from this date, be, and the same is hereby, fastened on all that piece or parcel of ground situate and lying in the Third Election District of said Anne Arundel County which by deed dated March 22, 1948, and recorded among said Land Records in Liber J. H. H., No. 462, folio 581, etc., was granted and conveyed by Alfred L. Samm and Bernadette A. Samm, his wife, to the said Edward J. Richardson and Lillian L. Richardson, and that unless the said Edward J. Richardson and Lillian L. Richardson pay to the plaintiff said sum of thirty-nine hundred fourteen dollars ($3914.00), with

interest thereon from this date, and his costs of suit, within thirty days from the date of this decree, said property be sold; that John G. Rouse, Jr., and Albert J. Goodman, Esquires, 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 corporate surety, to be approved by this court, or the clerk thereof, in the penalty of five thousand dollars ($5,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future order or decree in the premises; they shall then proceed to make said sale, having given notice by advertisement inserted for three successive weeks in such weekly 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 by this court; and, as soon as may be convenient after such sale, or sales, the said trustees shall return to this court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the court's ratification of the sale, and on the payment of the whole purchase money (and not before), said 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 of all claims of the parties hereto, plaintiff 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 commissions to the said trustees as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

HENRY WICKART,	:	
PLAINTIFF.	:	
VS.	:	NO. 9461 EQUITY
EDWARD J. RICHARDSON, and LILLIAN L. RICHARDSON, his wife, and THE SAVINGS BANK OF BALTIMORE,	:	
DEFENDANTS.	:	

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O P I N I O N

This is a suit brought by Henry Wickart, hereinafter sometimes called "Captain Wickart", against Edward J. Richardson and Lillian L. Richardson, his wife, and the Savings Bank of Baltimore, wherein he seeks, among other things, (1) an accounting of certain moneys collected by Mr. Richardson for his account, and (2) the setting aside of the transfer of forty-three hundred dollars ($4300.00) in cash, as well as the conveyance of a piece of land, made by him to Mr. Richardson.

Filed Aug. 18, 1949.

At the time of the happening of the events with which we are concerned, Captain Wickart owned a property situate and lying on Back Creek, this County, on which he, for more than thirty years, had conducted a small boatyard. He was eighty-five years old; and had no blood relatives. He was divorced from his wife, but had a step-son, Norman S. Easter, whom he had raised and who, for a time, helped him conduct his boatyard. The property was improved with four cabins and a marine railway. His principal income seems to have been derived from the rentals of three of the cabins, and the storage and repairing of small boats. He also sold gasoline and other supplies to boat owners. He had a savings account in the Savings Bank of Baltimore which he opened with an initial deposit of five hundred thirty-nine and 56/100ths

7 1/2

dollars ($539.56) on July 15, 1915. This account was closed November 3, 1937, by the withdrawal of the balance of twenty-eight hundred thirty-six and 17/100ths dollars ($2836.17), then standing to the credit thereof, and a new account immediately opened in the name of Captain Wickart, in trust for himself and Norman S. Easter, joint owners, subject to the order of either, the balance, at the death of either, to belong to the survivor. Along about this time, he also made his will in the said Norman S. Easter's favor.

Mr. Richardson came into the scene in the spring of 1944. At that time, he was operating a radio repair shop at Halethorpe, Baltimore County. His history, prior to that, is not very clear. He was, he says, born in England, raised in Canada, and came to Maryland from Florida in 1916 or 1917. He seems to have been a bricklayer as well as a radio repairman. He had a boat which capsized in the Creek near Captain Wickart's place in March, 1944. The Captain hauled it in for him. Mr. Richardson decided to repair the boat himself, and rented a shed from the Captain. He went down on week-ends and took his wife and stayed in the shed and worked on the boat. This continued for about a year. Mr. and Mrs. Richardson then moved into half of Captain Wickart's cabin. He sold his radio repair shop at Halethorpe on May 10, 1946, and, then, rented one of the other cabins, and, with Mrs. Richardson and his children, took up his permanent residence therein. Soon thereafter he began collecting the Captain's rents from his cabins, and the storage charges for the boats tied up at the Captain's yard. "I figured I was just taking a vacation", he said. In July, 1946, Norman Easter left. This was apparently the result of a quarrel he had with Captain Wickart over the collection of some money. Just where, or how, Captain Wickart got the idea that Norman Easter was not properly turning in the moneys he collected

is not very clear, but that he got the idea is certain. From that time on, Richardson seems to have taken full charge and remained in full charge until March 1, 1948. He collected all the rents from the cabins, all the rents for the storage of the boats, all the other charges thereon, sold the gasoline and other supplies, and, in general, did everything that was to be done. On, or about, August 1, 1946, Captain Wickart told Richardson that he had a bad rupture, and Richardson took him to a Doctor Bright who gave him a belt to help the situation. On August 20, 1946, Captain Wickart had a balance of seven thousand seventy-nine and 60/100ths dollars ($7079.60) to the credit of the above named bank account. On that day, he withdrew said balance and transferred it to a new account in the name of Henry J. Wickart, subject to the order of Henry J. Wickart or Edward J. Richardson. On the following day, he closed out this account and transferred said balance of seven thousand seventy-nine and 60/100ths dollars ($7079.60) to another new account in the name of Henry J. Wickart, in trust for self and Edward J. Richardson, joint owners, subject to the order of either, the balance, at the death of either, to belong to the survivor. At, or about, the time these transfers were made, Captain Wickart destroyed the will he had theretofore made in favor of Norman Easter, and made a new will in which he left all his property to Richardson and named Mrs. Richardson the executrix thereof.

A little later Captain Wickart was stricken with a serious illness. Mr. and Mrs. Richardson nursed him, and, in the course of a couple of weeks, he recovered sufficiently to get around with the aid of two canes. Richardson decided that looking after Captain Wickart's boatyard during the winter of 1946 and 1947 would not be so very remunerative, and in the fall of 1946 went back to his trade of bricklaying, but continued looking after the boatyard in his spare time.

Differences arose between them from time to time, but they were always patched up. The spring of 1947 came along. Richardson sold his boat in May, 1947. He, however, stayed and continued running the boatyard. Captain Wickart complained that he was not getting his share of the rents and so forth. Richardson insisted that he was. The Captain, however, was apparently not satisfied with Richardson's explanations. On October 15, 1947, he withdrew the balance of eighty-six hundred three and 93/100ths dollars ($8603.93) then standing to the credit of the above named account and placed it in a new account in his name alone. This was evidently reported by the Savings Bank to the Register of Wills for Baltimore City, for a little later a letter came addressed to Richardson in reference thereto. He took this letter to Captain Wickart and asked him what he had done, and, when told, said, "Cap. I think I am going back to my trade; I don't know what you might do next". Some further talk ensued, and, at the end thereof, Captain Wickart agreed to give Richardson forty-three hundred dollars ($4300.00) of the bank account and a piece of land. The transfer of the forty-three hundred dollars ($4300.00) was made October 27, 1947, and the deed for the land executed shortly thereafter. More time passed on. Captain Wickart insisted that he still did not get his share of the rents, and says that Richardson's attitude became so threatening that he feared for his life. On February 24, 1948, he called his neighbor, Mrs. Carback, on the phone and asked her and her husband to come to see him. He told them of his troubles and wound up by selling his place to them. This suit followed on June 4, 1948.

The plaintiff's proof as to the moneys collected by the defendant, Richardson, is so unsatisfactory that I am afraid it is impossible to determine anything in reference to the status of the accounts between them. Richardson seems

to have collected practically everything that was collected from the early summer of 1946 to the time he left in the spring of 1948. The receipt stubs produced by the defendant, and offered in evidence by the plaintiff, show that he collected something over two thousand dollars ($2000.00), but all the stubs are not there. Then, there were certain bills for 1946 and 1947 amounting to over eight hundred dollars ($800.00) which are supposed to have been collected. Richardson's account book shows that he collected items which are neither shown on the receipt stubs nor on the bills. Richardson was, according to Captain Wickart's testimony as well as his own, entitled to half of some of the items collected and possibly to the whole of some. He says he gave Captain Wickart all he was entitled to. That he did give him some is certain. The Captain's bank account was increased by over fifteen hundred dollars ($1500.00) during the period Richardson was running things. But whether he gave him all he was entitled to is questionable. A number of pages had been cut out of the account book, and their absence is not satisfactorily explained, and that throws grave suspicion on all the accounting which Mr. Richardson says he made. I have, however, carefully examined all the records offered in evidence, and I can find nothing therein which would justify me in saying that Mr. Richardson owes Captain Wickart any certain amount of money, and, in the absence of something of that nature, any judgment which I might enter would be a pure guess; and I do not have the right to guess. I must, accordingly, deny the plaintiff's prayer for an accounting on the ground that his proof is entirely too indefinite to sustain such a decree. Even, if I held (as I do hold hereafter) that a confidential relationship existed between these two men, and that the burden of establishing a fair accounting was thereby shifted to the defendant, it would not change matters. I simply do not

have the figures, and the proof, necessary to enable me to set up the necessary debits and credits.

I am of the opinion, however, that the transfer of the forty-three hundred dollars ($4300.00), as well as the conveyance of the land, must be stricken down.

In the first place, I hold that a confidential relationship existed between these two men, and the burden of establishing the fairness of these transactions was thereby shifted to the defendant, and that he has not satisfactorily explained either the transfer of the money or the conveyance of the land. That Captain Wickart was old and weakened in both mind and body must be evident to everyone. He was possibly capable of executing a valid deed or contract, but, with his body weakened and wracked by the ravages of time and disease, his mind vacillating from day to day, and with what appeared to be an all-consuming fear that he would be left alone with no one to look after him, he was an easy victim to those overweening influences which the law denounces. Equity will never bind itself by any hard and fast definition of the phrase "confidential relation". It will not list all the necessary elements of such a position. It desires to reserve liberty to apply the doctrine whenever it believes that a suitable occasion has arisen. (Bogert, Trusts and Trustees, § 482, p. 82; McGill vs. Nichols, 157 Maryland 287). The doctrine has been discussed by our own Court of Appeals in numerous cases, and it would serve no useful purpose to repeat the various expressions with respect to it, or the authorities on which they are based. In general, it may be said that it exists where one party is under the domination of another, or where, under the circumstances, such party is justified in assuming that the other will not act inconsistent with his, or her, welfare. (Owings vs. Currier, 186 Maryland 590; Bass vs. Smith, 56 Atlantic 2d 800). "There is no ques-

tion that the relation of principal and agent is confidential where the agency includes the management of all the business affairs of the principal". (Myers vs. Myers, 185 Maryland 210, 216). And that is just what we have here. Certainly from the time Captain Wickart was stricken in September, 1946, to the time the questioned transfers were made, Mr. Richardson had the management of all his affairs. We not only have Captain Wickart's word for that, but Mr. Richardson as well. The latter testified, "I was running the whole thing; I was boss". He transacted what business there was to be transacted; he collected whatever there was to be collected; he gave receipts; he kept the records.

Mr. Richardson's explanation of the transfer of the money and the conveyance of the land is not satisfactory. "It was absolutely a gift" he testified, and that is the only explanation he offers. What right did he, the confidential agent, have to accept from this senile and tottering old man, a gift of half his savings, as well the conveyance of this piece of land? A man cannot serve two masters. An agent cannot serve his principal and himself at the same time. When he permits his principal to give him the principal's property, he no longer serves the latter; he serves himself. (See also Gaggers vs. Gibson, 180 Maryland 609; Cherbonnier vs. Evitts, 56 Maryland 276; Todd vs. Grove, 33 Maryland 188; Gerson vs. Gerson, 179 Maryland 171; Mead vs. Gilbert, 170 Maryland 592).

But, if I am wrong in the foregoing, then, this transfer, as well as this conveyance, must still be stricken down because undue influence was, in fact, exerted by Mr. Richardson on Captain Wickart. I have already adverted to Captain Wickart's age and his enfeebled bodily, as well as mental, condition. These are things which may be considered,

and, considering them, we can only reach the unalterable conclusion that Mr. Richardson, by his consistent course of conduct, so overpowered Captain Wickart's will that the latter's actions were no longer his actions, but the actions of Mr. Richardson. When Richardson first went there, Norman Easter was helping the old man. At first, Richardson only rented a shed and spend the week-ends. Next we find him, with Mrs. Richardson, moving into half of Captain Wickart's house. Then, we find him selling his business at Halethorpe and renting a cabin, and taking up his permanent abode there. Soon after that, Captain Wickart found reasons to quarrel with his step-son, and the step-son left. With him out of the picture, the next step was for Richardson to take charge of the business and to instill in the old man's mind the idea that he could not get along without him. Having well planted that idea in Captain Wickart's mind, we next find him promising to stay there and take care of him and his business. Then, having ingratiated himself in Captain Wickart's affections, we next find Richardson threatening to leave and let the old man shift for himself. "I told him", he testified, "I was disgusted and was going back to my trade". "He begged me not to leave him because he did not want to be there without me to help with the yard and look after him". It was after this conversation that the money was transferred and the land conveyed. A young man in good health would, in all probability, not have been concerned with this threat; but Captain Wickart was not a young man in good health. To him the fear of being left alone was, as I have said, an all-consuming fear. That seems to have been the principal, if not, the only thing on his mind; it overshadowed everything else; and, to obviate that possibility, he was willing to do most anything. Little by little, just as unprotected land is worn down and eroded by the actions of the elements, so was Captain Wickart's will,

which had once been strong and firm, whittled down by Mr. Richardson's course of conduct until it was no longer his will, but Mr. Richardson's will. I hold that whether there was a confidential relationship or not, this transfer and this conveyance were procured by undue influence exercised and practiced by Mr. Richardson on Captain Wickart.

I have not overlooked the fact that the will Captain Wickart made in Mr. Richardson's favor was drawn by Philander P. Briscoe, Esquire, of the Baltimore Bar, his attorney, and that the first change made in the bank account was possibly discussed with him, Nor, have I overlooked the fact that the deed for the land was prepared by Marvin I. Anderson, Esquire, his attorney, at Annapolis. There is no evidence, however, that Captain Wickart consulted anyone about the transfer of the forty-three hundred dollars ($4300.00), nor, that he asked for or got any independent advice from either Mr. Briscoe or Mr. Anderson on anything. Mr. Richardson was strangely silent as to what took place on the occasions of the visits to the offices of these gentlemen, and, while Mr. Briscoe and Mr. Anderson were both available as witnesses, his counsel did not see fit to call them. It is true that independent advice is not necessary to the validity of a gift; but I never heard that it weakened the donee's position. The fact that the experienced counsel for the defendants failed to call these gentlemen as witnesses is significant. I can only conclude therefrom that they would have testified that they were neither asked for not gave Captain Wickart any independent advice. Then, the fact that Mr. Anderson, according to Mr. Richardson's testimony, insisted that twenty-five dollars ($25.00) be paid as a consideration for the transfer of the land leaves me with the impression that he was not satisfied with the explanation Captain Wickart and Mr. Richardson gave him as their reason

for the conveyance. That, of course, is only my conjecture. There is no direct evidence thereon.

I do not concur in the idea stressed by Mr. Richardson's counsel, at the argument, to the effect that Captain Wickart had been "coached" as to the testimony he gave. His attitude on the stand was too much like what was to be expected for anything like that to have taken place. He was frequently off a little on his dates, and in some of the details, and at times his mind seemed to wander from the subjects under discussion, but, taken as a whole, his testimony was about what one would expect from a witness of his age and enfeebled condition. But aside from that, I am convinced that Captain Wickart is inherently honest, and I believe he tried to tell me the truth the best he could. When Mr. Richardson's counsel argues that Captain Wickart was coached, they, it seems to me, admit that his mind was so enfeebled and so weak that he could be coached, and, this being so, it necessarily follows that he was a perfect "setup" for the exercise of that overweening influence which, I think, Mr. Richardson exerted over him.

I will sign a decree striking down the transfer of the forty-three hundred dollars ($4300.00) as well as the conveyance of the land. The defendant, Richardson, paid Captain Wickart twenty-five dollars ($25.00) as a consideration for the conveyance of the land, and drove a well thereon at a cost of two hundred twenty-five dollars ($225.00). I think he is entitled to credit for these items. There is still one hundred thirty-six dollars ($136.00) (which evidentially includes some interest) to the credit of Richardson's account at the Savings Bank of Baltimore. I will impress that with a trust in Captain Wickart's favor. The balance of the forty-three hundred dollars ($4300.00), namely, thirty-nine hundred fourteen dollars ($3914.00) was invested by Richardson

in the purchase and improvement of the property at Rock Hill Beach. I will impress that property with a lien in Captain Wickart's favor for that amount. (Bass vs. Smith, 56 Atlantic 2d 800; Gault vs. Hospital, 121 Maryland 591). This lien will, of course, be subordinate to the mortgage now held by the Help Building and Loan Association on this property.

18 August 1949

Jas. C. Clark
Judge.

HENRY WICKART	:	NO. 9461 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
EDWARD J. RICHARDSON and LILLIAN L. RICHARDSON, his wife, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER FOR APPEAL
TO THE COURT OF APPEALS OF MARYLAND

Mr. Clerk:

Please enter an appeal on behalf of Edward J. Richardson and Willian L. Richardson, his wife, from the decree passed on the 18th day of August, 1949, to the Court of Appeals of Maryland.

Emanuel Klawans
Maryland Hotel
Annapolis, Maryland

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitors for Appellants,
Edward J. Richardson and
Lillian L. Richardson, his wife

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared EDWARD J. RICHARDSON and LILLIAN L. RICHARDSON, his wife, and made oath in due form of law that this appeal is not made for the purpose of delay.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

I hereby certify that I mailed a copy of the foregoing order for appeal to Rouse and Morton, 12 Church Circle, Annapolis, Maryland, solicitors for the complainant, this 12th day of September, 1949.

of Appellants' Counsel

Filed Sept. 13, 1949.

Henry Wickart,

Plaintiff, No. 9461 Equity.

vs.

Edward J. Richardson, Circuit Court for

Defendant. Anne Arundel County.

Filed Sept. 22, 1949.

Testimony on behalf of Plaintiff and Defendant.

PRESENT:

Messrs. Rouse and Anderson, Jr., Solicitors for Plaintiff.

Messrs. Goodman and Klawans, Solicitors for Defendant.

Juliet D. Strahorn, Court Stenographer.

I hereby certify that the following testimony was taken by me as Court Stenographer and by me transcribed for the record in the above entitled case, and duly filed therein.

Juliet D. Strahorn
Court Stenographer.
Juliet D. Strahorn.

Record costs, $120 Paid by Albert J. Goodman, Atty.

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Henry C. Garde, a witness of lawful age, being first duly sworn, deposes and says:

1. You are Henry C. Garde, an Attorney at Law?

A. That's right.

2. You are one of the Attorneys for the plaintiff in this case

A. That's right.

3. Tell the Court when you were employed by Mr. Henry Wickart, plaintiff in this case, and under what circumstances?

A. I first met Capt. Eickart around early Spring of this year when a neighbor of mine had a boat stored there and he sold it and in connection with the sale of the boat he went to see Capt. Wickart to pay rent for the storage, and asked me to ride with him, which I did. While they were trying to find out how much they owed for the boat, there seemed to be some discussion,-

****Objection

The Captain gave me the story.

4. At that time, in the Spring of this year, you saw him for the first time?

A. That's correct.

5. Was Mr. John J. Carmack present at that time?

A. No he was not.

6. Was his son present at that time?

A. If he was, I did not see him.

7. On that occasion you talked the first time with Captain?

A. That's correct.

8. On the basis of your talk with him what suggestion did he make? ******Objection. Sustained.

9. When were you employed by Captain to represent him in connection with this case?

*****Objection. Overruled.

A. That was about two weeks after I first met him.

10. At the time you were first employed by Capt. Wackart, had you ever mt, talked to, or known of Mr. Carmack or his son?

****Objection.

***You said Carmack was back of all this, in your opening statement.

A. No, I had not.

No Cross Examination.

Henry Wickart, the plaintiff, being first duly sworn, deposes and says:-

1. Your name is Henry Wickart?

A. Yes.

2. What is your address?

A. Pasadena, Anne Arundel County, Poplar Ridge.

3. You are the Plaintiff in this case?

A. That's right.

4. What property do you own in Anne Arundel County, ~~or~~ did you own at the time this suit was brought?

A. About three acres of ground and some odd buildings on the ground and small railway.

5. About how long had you owned this property?

A. About a year or so after the big fire in Baltimore about 1904, (1894).

6. How old are you?

A. December 7th I will be 87 years old.

7. What living blood relatives do you have?

A. I have none in this country and I don't know of any on the other side.

8. Did you conduct any business on this three acres of ground?

A. Yes, I sold gasoline, and pulled boats out, stored boats and pumped them out.

9. What water is this land on, Back Creek?

A. On Bodkin Creek.

10. Are there any tenant houses on this property?

A. Yes, 1-2-3, the one I live in, 3, and little two room place besides from the house I live in which I rented to people. I rented three of them and lived in the 4th.

11. Are either of the defendants, Edward J. Richardson and his wife, related to you?

A. No sir.

12. What have your relations with them been?

A. Just friends, brought a boat there and helped fix itup and got acquainted with them.

13. You remember about what time the Richardsons came there?

A. Not exactly, I guess three or four years ago, something like that.

14. When Edward J. Richardson first came to your property was he employed by you?

A. No sir.

15. Was his wife employed by you?

A. Only did my washing once a week, and I paid her every time she did it.

16. When Richardson first came to your place did he spend all his time there or work some place else?

A. He did not spend all his time, he worked at his trade, brick laying.

17. He was away from your property during the day time on his own business?

A. Yes.

18. What was the condition of your health at the time they moved on your property?

A. I was a well man then.

19. When did they first come there?

A. I said between three and four years ago, I am not sure of the years.

20. After he moved on your place did your health continue to be good?

A. Up until last year when I got sick, I think it was year before that. 1944 I think it was.

21. Was it Summer time?

A. In the Fall of the year, late in the Fall.

22. How sick were you?

A. I was just that sick that Dr. Breit gave me up.

23? At the time you were taken sick were either of the Richardsons employed by you?

A. No.

24. While you were sick, tell the Court whether any arrangements made by you or with you about running your boatyard?

A. Yes, he came to me and said "Captain, you are sick and you cannot attend to business, if you want me to I will take care of them at 50-50", and I said "if you want to take it over it's your own business but I cannot take care of it".

25. How as Richardson to be paid 50-50?

A. If he pulled a boat out he was to get half, and if he collected rent he was to get half, and half of any other money paid I was to get half of it unless it was his own business, if he did any work on a boat that was his not mine, anything that required anything of mine in the use of it he was to give me 50 and he take 50.

26. Whose suggestion was it you enter into this agreement?

A. It was his own, he offered it to me, I did not ask him for it.

27. What did you expect of Richardson, on the basis of the arrangement made between you, how much time how much time in the operation of the business?

A. There was no time limit set, I thought beings he took it over he would want no arrangement made for him to take over, only his own effort, his own free will, I consented to his doing it.

28. What was his job?

A. After a heavy rain, pump the boats out and take care of them, and see to it they were properly fastened to the stake, and keep them afloat.

29. Did Richardson fulfill his obligation?

A. No sir he did not, he let four boats sink, I told him about them and told him he was not tending to business, and he said "I have a family to take care of, I cannot fool around you on the boats" and I said "I did not ask you to do it, you can just leave them alone and the people will take care of them themselves and pay me the rent, you don't have to bother with none of them".

30. During this time what was the condition of your health?

A. I was getting out and walking around on two canes.

31. Do you know how much money Richardson took in from the boat yard?

A. I do not, I never received a bill for what was paid, all I did was sign stubs, I said "I don't know what is getting paid, you come over and let me sign receipts for what they are paying" and he said "I am not going to walk over that yard", I said "you don't have to, let them come over and I will sign them" and he said "all you need to do is sign the stubs", so what could I do?

32. When you complained to Richardson about the manner in which he was operating the boat yard, did you tell him he was not to have it?

A. Yes, I told him "leave it alone and don't bother".

33. Was this in 1946?

A. It was while I was getting well.

34. What did he do after you told him that?

A. He kept on, he did not stop a bit, he would give me a few dollars, I did not know what it was for, I never saw any receipt, I don't know what I got and what I did not get, to tell you the truth.

35. Did Richardson ever pay you for the railway materials used by him?

A. He never paid for a gallon of gasoline since he ran the railway, I bought cord and ropes, he never paid for that.

36. What about supplies, tools and equipment, did he pay for them?

A. He used his tools and my tools, too and he was welcome to use the tools.

37. How about gasoline and oil for the boats, what was the arrangement about that?

A. I don't know whether I got that oil or not, it went on the boats and he gave me some money, I don't know wther was right amount or what, he gave me some money for gas.

38. How much was it?

A. I could not tell you.

39. Would he give you a large amount or small amount?

A. Maybe $2 for such and such paid, but I did not get enough money to pay the doctor bills, and I said " there is something wrong, there is one boat there and I never did get a cent from that". Artie said he was not going to pay me until his friend came down and I never did get a cent he owed for the Winter's storage and pulling it out, he came in a sunken condition and I helped get him out and put him on the railway, he said he would not pay until his brother-in-law paid a share. So I asked Artie to get a letter from Ted after he was off the place charging him $10. ****Objection.

40. After Richardsons moved off your place permanently, you changed your will, did you not?

A. Yes.

41. Remember when that was?

A. I don't know.

42. Was it before you became sick or afterwards?

A. Before I got real sick, I was sick then but not real sick.

43. How did you change it?

A. Ted said beings you took us, if the will you have, you have not got anybody, and I am going to take care of you and the place, would not be a bad idea if you will the property to me. And I said "you look all right, and I believed he was all right, and I will it to him,-" ***Objection,

44. You remember who was Administrator in the will? -o-

A. His wife.

45. Whose suggestion was that?

A. That was the Lawyer's suggestion.

46. What was the name of the Lawyer?

A. Mr. Briscoe.

47. How did you get from your place to Mr. Briscoe's office, who took you to his office?

A. Ted and his wife and me went there, Mr. and Mrs. Richardson took me to Briscoe's office.

48. How many trips did you make to the office?

A. Only once we went there that time and the Richardsons were with me.

49. At this time how were they treating you?

A. At the time I made it over they were nice or I would not have made the property over to them.

50. Then you became sick?

A. Yes.

51. They looked after you then? for them.

A. Yes. They took good care of me while I was sick, I'll say that.

52. After you got well how did they treat you, tell us whether or not their attitude towrds you changed in any way?

A. Their attitude, the way I look at it, I did not get what belonged to me, they were collecting, I saw the stubs, that's all I know.

53. After you had made the will, or changed the will, did you and the Richardsons discuss money and talk about your money?

A. He wanted to take me as joint partner in the property, I said I would not do anything like that as long as I lived, that I would hold the property because I don't believe in partnerships, and he said "I don't blame you". He said "you are all alone here and I don't see how you can get along without me if I pull out, I don't know what you will do". I said "that's very true but what do you mean by that". He said "you should

give me a piece of ground here and something to get ahead on, I can depend on, you might change your will and knock me out", I said "that's very true, but what do I get out of it" and he said "I promised to take care of you the balance of your life and see you have everything you need" and I said "would you be honest about that", and he said " do that and give me enough money to build a house I guarantee everything will be straight and above board", "I will guarantee it will be all right, I have always acted honest with you", and I said "I know you have not, you have collected rent on house of mine which you had no right to collect, $54, and you gave him credit for three months which he never paid, he always paid six months or a year when his brother was at sea, and when his brother was home he paid six months, I said you collected that money in June and never turned it over to me". The money was due in July and when the boys gave the house up they said we owe you for three months and I said they owe me for nine months counting the boat and house, and they said " we paid Richardson $4 for the boat.

54. You were telling Ted why it was you were not satisfied with the way he was handling things?

A. Yes.

55. Let us go back now to when Richardson first came on your property, you had a bank account in The Savings Bank of Baltimore?

A. Yes.

56. Did you change that bank account into your name and Richardson's name?

A. Yes.

57. You changed your bank account in The Savings Bank of Baltimore so that you and Richardson became jointmowners?

A. Yes.

58. Was that while you were sick?

A. That was when I was getting sick, just before I went to bed.

59. Tell us what led up to your making that change? Whose suggestion was it to change your bank account?

A. Tes's suggestion.

60. Did he tell you why he wanted you to do that?

A. He said " you have got no relatives, I am the only one here to look after you, I don't see why you could not turn it over to me", something on that order.

61. Subsequent to that time you changed the Bank book back into your name alone?

A. Yes.

62. Remember when that was done?

A. The bank book would show that.

63. Why was it you changed it back to your own name?

A. The reason why, he said I had everything in the house where I had the bank book and all, and I said to him, and he said to me "now if you are short of money give me the bank book and I will go up and draw what you want", and I said "that bank book was not to be turned over to you , that was to be yours after my death" so I thought if that's the case you and me get that book and go up there and draw it all", I got scared, that's how I came to go up there and have the name changed.

64. Did he know where you kept the bank book?

A. He said he did, he had the keys, he had something in every building around there.

65. After you changed the Bank book back to your name, how did he find out about that?

A. He happened to get a hold of a letter that came right to me to know if anybody was dead, and I took it and went to Baltimore, and he asked me did I come up there to Baltimore for this, and he said " all you had to say was 'no'" But as you have changed your Bank Account, wanted to know so the Government would know it was not an Inheritance Tax due. all they wanted was not to settle up your estate and charge you with taxes until you were dead. All you had to say was that you were not dead.

66. How was it Ted saw about this?

A. He saw the letter.

67. How did you see the letter?

A. I think he was reading it when I got it and read it to him.

68. What did he say?

A. He said " that's one like you got before. he got sore, I don't remember what he said to me.

69. You don't remember what he said to you?

A. No.

70. In the Fall of 1947 you gave Ted the money, $4300?

A. Yes, half of the Bank account, I think it was something like that.

71. You also gave him a deed to a lot on your property?

A. Yes.

72. How did it happen you turned over to him $4300 and gave him a deed for part of your property, why did you do that?

A. He promised to take care of me and to do what was right, he said everything would be different, and I said "I have always acted honestly and you have not and no use talking that way", and he said " well, Captain, where I not acted honestly" and he wanted to know, and I said " one case alone you collected rent from my house $54 which you had no right to, you collected in June and not due until July, and you cannot lie out of that". He said "I acknowledge I did wrong but I guarantee I will give you the $54 back and take care of you the balance of your life and treat you right", I said "that's pretty heavy demand you make but how can I expect you to live up to it" and He said, "I will and my wife will live up to it and everything will be different, he talked me into it", and I thought, I am alone what am I going to do, and I said "I will give you another chance with the understanding you will take care of me and be honest and refund that $54 and be straight with me". Then I took him to Annapolis and gave him the land, then I took him to Baltimore and drew the money and gave him the money.

73. Whose suggestion was it you give Ted $4300?

A. He made the suggestion, he said "if you will do that, I will guarantee everything will be straight and I will take care of you the balance of your life.

74. Did he tell you what he was going to do to you if you did not?

A. No, he did not.

75. What about the land?

A. He made the suggestion about the land and the money to build a house on it.

76. Subsequent to that time, after you had given Richardson and his wife the land and the money, how did Richardson and his wife act towards you?

A. They did not act right at all, he did not pay me the $54 back for one thing and he acted dilatory and common towards me anything I asked him he would go the oppoxite way always.

77. Later on did you and Ted get into any kind of an argument about the situation?

A. Yes, he said "Captain, I have you where I want you, and you cannot get me off the place, and you are not going to get rid of me on the will like you did Norman, I am going to take care of that now". I thought that was a threat to my life and I got scared and I telephoned Mr. Carmack, and I said " come over I need you badly", and I explained the whole situation to Mr. Carmack in connection with running the boat yard after Ted took over.

78. Who kept the books?

A. He did.

79. Did he show them to you?

A. No, never showed me any books.

80. Did you a sk him to show you the books?

A. I asked him to show me the receipts, not the books, and let me sign them for all collections made, but he would not do it.

81. How many times, more than once?

A. I don't exactly know whether more than once, I don't remember that.

82. How often would he give you sums of money?

A. I could not tell you that.

83. Once a week or twice a week?

A. Whenever he made collections as I thought, that would not be any particular time.

84. How is your eyesight?

A. Pretty bad, cannot get glasses. Can read a little. Eyesight blots.

85. Any reason why you can't?

A. Little bit out of focus, run together.

86. In connection with the deed to that lot which you gave to Riichardson, did he pay anything for it?

A. He paid for the lot, yes sir.

87. How much did he pay?

A. $25.

88. Whose idea was it to pay $25?

A. The State's Attorney, that was the only way to make it legal. I gave him the lot, but that was to make it legal.

89. That was at Judge Anderson's office?

A. Yes.

90. How much was the lot worth?

A. God knows, ~~$10xxx~~ fifty feet square on the water, the State's Attorney said it was small price for a water front lot and I told him it was a gift for consideration, he did not ask for consideration, said it was to make it legal.

91 (Court) What was it worth?

A. I guess about $500, anyhow I would not think so, I would not like to say it was worth that much.

92. During the time you were sick and during the time you were recovering did the Richardsons look after you?

A. While I was sick.

93. Give you medicine or bring you anything?

A. When the Doctor came he went in and listened and he told him how to take it and give it to me, and he tended me while I was sick.

94. Tell you you should have a drink of whiskey?

****Objection.

95. Were the Richardsons in the habit of bringing you whiskey to drink?

****Objection. Overruled.

A. Yes they did .

96. When was this?

A. I could not tell you, it was way back, use to make a practice of it every morning until I stopped him.

97. Made a practice of what?

A. Bringing me whiskey every morning.

98. What would they do when they brought it to you?

A. Tell me nothing, said " here is your drink" and I drank it several times until I found out doing me no good and I let it stand, I got suspicious, I did not drink that whisket I threw it away, I did not drink any more, I told them I was not in the habit and if anything the matter with it, I don't know.

99. Any time when you were recovering your health did Richardsons give you a rub down?

A. Dr. Smith's prescription,- I had a skin disease and he gave me two pads to dip in water and rub all over my body, and I said to the doctor, "I have nobody to rub me" and he said "I will do it" and he got two pads and he was to rub me down with one, and he said "I will be back at 10 o'clock" and I said "I will keep the water warm until 10 o'clock and be ready for you." It was somewhere around 12:30 when he came in, the fire went out and the water was cold, and I said " wait until tomorrow" and he said "no, you have to take it right now", he took the cold water and let it dry off, I was supposed to leave it and dry up in bed; I was freezing cold and the next morning I was at the wash basin

, it was white, and I said "look how white this is, you must have squeezed all that stuff into the water," and he said "maybe I did, I am use to squeezing", and I said "I will do it myself," and I did and the water did not turn white, and I told him about it. He gave me a cold water bath at 12:30 in the night.

100. This other houses on your property which are rented out, can you tell us whether Richardson had any authority to collect the rent from the people?

A. Never had any authority at all.

101. Do you know whether or not he ever did collect rent?

A. Yes he collected rent from these boys, that's when I had trouble with him and he promised to pay it back when I gave him the $4300.

102. How about the house Richardsons lived in, were they supposed to pay rent for that?

A. Yes, and I don't remember ever giving him a receipt for that $10 a month, the biggest house on the place, he had a flock of ducks all over the place into everything and on every thing.

103. Can you tell us whether or not Ted paid that?

A. I could not tell you.

104. You don't know whether he did or did not?

A. No, I do not.

105. The night you called Carmack to come to your house, do you recall that?

A. Yes, that was after he made that threat to me, the same night.

106. When they came over to talk to you were either Mr. or Mrs. Richardson present?

A. They were both there.

107. Were they nearby?

A. From what I hear they were outside, she told me that herself she was outside listening at the door,- the house was open she could have come in. She telephoned over and talked to Mrs. Carmack and said she was outside listening, and she said "the

idea you coming over here and meddling with our business".

108. You were standing right there when she said it?

A. Yes, I was right there alongside the phone, I did not think it was her business, I thought it was mine, my business.

CROSS EXAMINATION.

1. You don't know whether Dr. Breit prescribed the whiskey or not?

A. He opposed liquor altogether.

2. You don't know whether he prescribed it for you?

A. No.

3. You had been drinking at times before?

A. Only when I was in the bed,- I will take a drink I know that.

4. You have drank whiskey before?

A. Yes.

5. You did not object to Ted giving you whiskey?

A. Not for a while, no sir, I did not.

6. You never thought he was trying to poison you?

A. It did not make me feel as good as I did, if I did not have it.

7. Did you ever tell him that he was poisoning you?

A. No.

8. After you got well did you tell people in the neighborhood you owed your life to Mr. and Mrs. Richardson?

A. I told Mr. Carmack only thing saved me was his coming over and me going to Baltimore next morning, the only way.

9. After you got well from this illness you had in 1946, shortly after Ted came to work for you, that was the time when Ted took care of you, and that was the time you say he gave you whiskey, did you tell people in the neighborhood you owed your life to Ted, after you recovered?

A. I may have.

10. And is it not true you did owe your life to Ted?

A. I think I did.

11. You did not indicate he was trying to poison you?

A. No, but the threat he made when I was talking to him, and when he said I could not get rid of him, what he said, I took that as a threat, I thought the only way he could keep me from changing the will was to do away with me.

12. And that threat was made to you just before you conveyed the property to Carmack in 1948?

A. Certainly.

13. I am talking about the year before that when he was giving you whiskey, he was not threatening to kill you?

A. No.

14. Your relations then were very friendly?

A. Fairly good, yes.

15. When you first went to Baltimore to change the bank account and execute the first will in 1946, your object of course was to fix the money so that Ted would get it at your death?

A. That's right.

16. And that is what you did with the money?

A. Yes.

17. Before you changed that account did not some lady in the bank ask you whether you understood what you were doing?

A. Not that I know of.

18. Did any one in the Bank talk with you about changing the money to your name and Ted's?

A. I don't know whether did or not, I don't remember.

19. Did you change that account twice for Ted?

A. How do you mean?

20. Once you changed it so he would have the right to draw money out?

A. I never did give my account to draw money out, I am sure of that, it was a joint account.

21. Before you had it changed in joint names was it not opened in such a way that Ted could draw money from the beginning, and did you not, the next day, come back and have it changed to both names so would go to him on your death?

A. Never was any account made so he could draw money.

22. And on the same day you went up to see Mr. Briscoe about the will?

A. Yes.

23. Is it true Mr. Briscoe was your Lawyer, and you selected him because he always was?

A. Mr. Richardson had nothing to do with choosing him as a Lawyer?

A. No.

24. All Ted did was to drive you to Baltimore when you asked him to?

A. Yes.

25. When you asked him to take you to Baltimore your object was to change the bank account to both names and will him your property?

A. Right.

26. That's the same thing you had done for Norman Easter?

A. That's right.

27. When Norman Easter was living on your property he use to look after the boats for you?

A. Yes.

28. You helped him on the place just as you helped Ted?

A. Yes.

29. I believe you and Ted use to haul boats and pump boats and fix boats?

A. Yes.

30. Both of you use to sell gasoline, you at times and Ted at times?

A. That's right.

31. And both of you use to sell supplies?

A. I never had any supplies of any account, maybe some little paints.

32. You did work there just as Ted did?

A. Yes.

33. Ted had to do what you told him to do with the boats?

A. You might say I was the boss,, but whether I was or not that's something else.

34. You were in charge of the place?

A. Yes.

35. You supervised everything he did?

A. Yes, more or less.

36. Then you had a little trouble with Norman Easter?

A. That's right.

37. He was your stepson?

A. Yes.

38. How long had he been there before you had trouble with him?

A. For years and years, I raised him until he got married, and his grandmother died and he moved to Baltimore to work as a stevedore and he would come down and help me out.

39. How long had Norman been working for you before he left?

A. A couple or three years.

40. How long after he started to work for you did you make your will over to him and the bank account?

A. I made the will over to him right from the beginning, I do not know when that was.

41. Your intention was to have Norman Easter inherit all of your property at your death and you wanted him to have your money in the bank? And that's the same reason you transferred it to Ted?

A. Yes.

42. You and Norman had trouble and he left you?

A. Yes.

43. How long after that did Ted move in?

A. He was already there.

44. He was there on week-ends?

A. No, I think his family was there altogether.

45. When Norman left you, you were in good health?

A. I was just getting sick.

46. Then when your nephew left that left you alone on the place?

A. Yes.

47. It was necessary for you to have somebody to help you?

A. Yes.

48. Did you ask Ted if he would help you out a little bit?

A. I did not.

49. Did you ask him to work for you?

A. No.

50. Why would he come and ask you if he could work for you?

A. I don't know what he does, but he offered to me when I was sick, to take over for me 50-50.

51. That was agreeable to you?

A. He offered it.

52. It was agreeable that he work on the place?

A. With me at that time.

53. And each of you was to get half of the certain moneys?

A. That's right.

54. He was to do jobs for you without pay, such as selling gasoline?

A. Of course not. 50-50 was not in that I was paying for the gas.

55. You were supposed to get all the rent from the houses?

A. That's right.

56. Was Ted working any place when he started for you?

A. He worked at his trade, bricklaying, part of the time and part of the time he did not work.

57. How long after he started to work there on 50-50 basis did you change the bank account?

A. I could not remember that, I don't know how long.

58. Could it have been before he started to work on a 50-50 basis?

A. No, I think it was afterwards.

59. Could it have been before?

A. No, it must have been after he agreed.

60. It was not at your suggestion you go to Baltimore to change the account just as you did for Norman Easter?

A. That was his suggestion to make it over to him.

61. Did he know Norman Easter had it before?

A. Yes, he knew it, he saw the paper where he signed off.

62. Who told him that?

A. I did.

63. Did you tell him the will wasmade out to Norman Easter?

A. Yes.

64. Did you tell him at the same time, I am going to do the same thing for you and put the property in joint names?

A. I believe I told him that, I thought it was the only proper thing to do, and he thought so, too.

65. You wanted to do that for him?

A. At that time, yes.

66. Then he started to work for you from the date he first got there on a 50-50 basis?

A. He never worked for me, he worked with me, that's different.

67. Your relations with him were very friendly in the beginning?

A. Yes.

68. Then suddenly, you testified, he made some comment about drawing money out of the bank account so you changed it in your name alone?

A. Yes.

69: Up to that time you had been keeping the book in a tin box?

A. Yes.

70. He knew where it was?

A. He said he did.

71. You also had $500 in cash?

A. I don't remember that.

72. You had some money and Ted knew you had that too?

A. Yes, he knew where everything was.

73. He never came to your house and took any of that?

A. Not so far, no.

74. He did not go in and take your bank book?

A. Of course not, if he did not get the book he did not get the money.

75. Then when he learned you had changed the account he talked to you about it?

A. Not much said about it, only he got sore about it.

76. Did he not tell you he did not think you treated him fair in taking the money back without reason?

A. I don't remember whether he said anything like that.

77. Did you tell him you changed it because he threatened to take the money out of the bank?

A. I don't remember that, I cannot remember trifles, it is impossible.

78. You don't know whether you changed the account from your joint names to your name alone?

A. I don't know whether I did, but I told you I did not think the book was afe where it was.

79. Did you tell Ted that?

A. I don't know.

80. Would it be reasonable for you to tell him that if he asked you about it?

A. I don't recall.

81. You don't recall whether you did tell him your reasons?

A. I don't know.

82. After you and Ted talked it over you voluntarily put it back in both names, or gave him half the money?

A. Half for the consideration that he take care of me as he had done before?

83. At that particular point your testimony is you agreed to give him half the money in the bank in consideration of his taking care of you and acting honest?

A. Yes.

84. And it was on his promise to act honest and everything would be as it was before, on those terms you went to the bank and voluntarily withdrew the $4300 and gave it to Ted and opened an account for that in his name?

A. Yes.

85. You kept the balance in your name?

A. Yes.

86. You say Ted suggested getting a piece of land from you?

A. Yes.

87. Was it he suggested to you or you suggested to him? Did he say he would like to have some security so if you changed your will you could not put him off the place, if he put a house on the lot?

A. No, he never spoke to me about that, not to my knowledge. I was afraid he was going to leave and I did not want to be alone.

88. So you executed a deed to that property and also changed the money in the bank and gave him $4300 so he would stay with you and take care of you and, as you say, be honest and make a change in his manners? That was your reason for doing what you did?

A. Yes.

89. Was it you who singled out Mr. Hall as Surveyor, you knew him before?

A. Yes.

90. You brought Mr. Richardson in town to meet Mr. Hall?

A. I think I telephoned.

91. Telephoned for an appointment?

A. I think we went right down to Annapolis and got Mr. Hall, it has been so long ago.

92. You mentioned his name to Richardson?

A. Yes.

93. You mentioned States Attorney, Anderson's name to him?

A. Yes.

94. You had known Anderson before?

A. Yes, when he was State's Attorney.

95. You went up to Anderson's office and you told Anderson just what you wanted and you told him Hall, the Surveyor, was gling to make a survey of the property?

A. Yes.

96. And Mr. Anderson suggested you receive $25 for the lot to make it legal?

A. That's right.

97. You wanted it to be legal then?

A. I wanted it to be a gift and that made it legal.

98. When you took the $25 it was your intention to make it legal because Mr. Anderson said that was the wat of doing it?

A. Yes.

99. I hand you this receipt dated November 23rd, 1947, and ask you if this is your signature?

A. Yes it is.

100. Can you read what it is?

A. I look at the bottom.

101. That was the receipt you gave Mr. Richardson for the purchase price of the lot, is that true?

A. Yes.

102. Where was this written in Mr. Anderson's office?

A. I think that was written right there in the house.

103. Who wrote it?

A. I think Ted wrote it and I signed it, and made the remark that the surveyor did, do you want the wife's name on this, and he said "No, I don't want her name on it, won't make her any wiser."

104. Are you sure you did not tell Ted not to put his wife's name on the deed because you had trouble with your wife. Did you tell Ted not to put his wife's name on it?

A. The surveyor asked him if he wanted his wife's name on it and he said "No, she would not be any wiser".

105. What discussion did you and Mr. Richardson and Mr. Anderson have about the use of the wharf rights in front of this lot? You wanted to retain the right to tie your boats up in front of that property?

A. I wanted it, I don't know I asked it.

106. I hand you deed dated December 24th, 1947 and ask you if that is your signature on page 2 of the deed, down at the bottom, the right hand corner?

A. Yes, I think that's my signature.

****Filed as Defts. Exh. 2

107. After that deed filed as Exh. 2 was executed by you, Ted continued to work on the place did he not?

A. Yes.

108. He and the two children remained in the house they had rented from you?

A. Yes.

109. And he took care of the business and took care of the other matters as he did originally, is that true?

A. He did not do any better, he never did right in the first place.

110. How long after you signed this deed, did Ted begin, as you say, to do his work wrong?

A. He let boats sink and I got after him about it.

111. How long after the deed was executed did this happen?

A. I don't know.

112. How long after you changed the money and gave him $4300 did this happen?

A. He might have let them sink before he got the $4300.

113. If he let the boats sink before you gave him the $4300 and you gave him the $4300 and a deed to the property on his promise to make good and behave himself, you were forgiving him for those acts?

A. I was.

114. What did he do wrong after you gave him the $4300?

A. He just acted like he was boss, and like I said.

115. What did he do wrong?

A. He sollected money that did not belong to him.

116. What money did he collect that did not belong to him? That is after you gave him the $4300?

A. I don't know exactly.

117. You really did not have any trouble with him after you gave him the money?

A. Yes, I had trouble with his threats.

118. Is that the only trouble you had, the threats he made?

A. I could tell you a lot of little dirt, I don't think they have anything to do with the case.

119. After you gave him the $4300 I want to know what he did to you wrong?

A. He put the gasoline pumps out of commission, first one and then the other.

120. How did he do that?

A. Opened the fuse box down below and broke the wires, two different currents there, I got a fellow to help me up there, and I opened the fuse box and it was all right up there, and I told him to put a new one in there, and he came down and said "what you doing there" and he said "let me look" and he said "that wire is burned " and I said "it is not, it has been broke, somebody broke it,"and the next day or two the upper pump went out of commission, I knew two different currents and I went up there myself and found the block was unscrewed , I went to the pump and it was all right.

121. That's what you say two dirty tricks by Ted?

A. Yes, I say he did. The place was locked and he had the keys and nobody around there climbed up there.

122. You are assuming that he did?

A. I am not. Things don't unscrew thelselves.

123. Did you see Ted do that?

A. No I did not see it, I am telling you what happened, not what I saw or did not see.

124. Did you see Ted touch that fuse box?

A. I told you I did not see him do it, I told you that.

125. Did you see him do it?

A. No, I did not see him, but I know when a thing is burned out and when pulled apart, he had the keys to the house, it was locked.

126. Did this happen before you gave him the money, the $4300?

A. Yes.

127. Little things happened after you gave him $4300?

A. Yes. I beg your pardon, nothing happened after that, he made the threat and I conveyed the property to Carmack the very next morning.

(Court)

128. You say he made threats, tell me exactly what threats he made?

A. He said he was going to make a pauper out of me and send me to the poor house.

129. What else did he tell you?

A. He said he had me where he wanted me, had his foot on the ground and I could not get him off and I would not have a chance to change that will as easy as I did with Norman Easter because he was going to tend to that right away.

130. Did he tell you anything else?

A. Not at that time.

131. Did he make any more threats any other time?

A. No sir.

132. This is testimony you gave by way of depositions the other day in Rouse's office, do you remember answering the same questions I asked you in Rouse's office?

A. Yes.

133. I am going to read some of the questions and answers made in Rouse's office. You tell me whether these questions and answers were asked of you, if they are not still true? You admitted you had no arguments after you transferred the money until he threatened you?

A. That's true?

134. That's the true picture, you had no more arguments with Ted after the transfer of the money until he threatened you?

A. I think that's proper.

135. If all Ted did was to say to you "I have you where I want you" why did you call Mr. Carmack right away?

A. Because I took it as a threat.

136. Why did you call him?

A. I knew him and his father before him.

137. How long had Mr. Carmack been visiting you just before that?

A. Not very often, we very seldom got together.

138. He had been to see you week before last the time I was over there the dogs got into his chickens and killed the dogs ducks and wanted Ted's wife as a witness.

A. That was the last time I ever went over to Carmack's, only that one time.

139. How long ago was that?

A. Indeed I could not tell you.

140. That was the only time you saw Mr. Carmack before you called him this day?

A. I might have seen him on the road when building that house on his place.

141. Without having any other contact with Carmack you singled him out as the man to come to your place, and when he came there you said "I want to turn this place over to you or to a negro, I don't want him to have it, anybody but him. Your object was to see that Ted did not get anything?

A. Yes.

142. In addition to giving him the property you even then decided to execute the will to him for all your estate?

A. Yes.

143. Do you mean to tell the Court you had discussed it with Carmack before that?

A. Certainly did not. I had not seen him for weeks or month, how could I disclose it to him?

144. Do you mean this proposition of yours was entirely new to Mr. Carmack?

A. Certainly was, he did not know nothing.

145. What had Ted done to you, or you done to Ted, after the money was given him, the $4300, to make him suddenly threaten you as you say?

A. I don't know, unless a mean, dirty trick in him, I don't think he ever worked in my interest any way.

146. He never indicated to you after the money was given to him that he wanted to do away with you before that?

A. No, he never did.

147. Then this came as a surprise to you also, did it not, when Ted said he had you where he wanted you?

A. Yes, a big surprise.

148. And made you call Mr. Carmack instead of the police?

A. No.

149. You did not call the police?

A. What was the use? I could not prove nothing.

150. You did not prove anything to Mr. Carmack either?

A. No.

151. Without proving anything to Mr. Carmack you told him what your plans were to give him the property?

A. Of course.

152. If you could not prove anything against Richardson for the police to help you, how could you prove anything to Carmack to have him help you?

*****Objection. Sustained.

153. How long did Carmack remain with you after you called him?

A. Probably an hour or so.

154. Then he went back to his house?

A. Yes.

155. You told him to pick you up the next morning to take you to Baltimore in order for you to make the will and will everything to him right away?

A. Yes.

156. Then you remained in your own home that night?

A. Yes.

157. Where did Richardson stay?

A. I suppose in their home, I locked up tight.

158. They did not bother you that night?

A. No.

159. They did not bother you the next day?

A. No.

160. They have not bothered you all the time they were living there, have they?

A. I would not say that because I would not have changed the will if they had not bothered me the whole time living there, but they threatened my life.

161. They had saved your life before?

A. Yes.

162. They had been kind to you?

A. Yes.

163. When did you go to have the deed to Carmack prepared, before or after you made the will?

A. That was after the threat.

164. When did you discuss with Carmack how much money he

was going to pay you for the property?

****Objection to all testimony subsequent to the time the threats were made.

165. When did you and Mr. Carmack discuss the purchase price for your property?

A. We discussed it the very next morning when he came over.

166. Did he ask you how much you were going to charge him for the property or not?

A. No. After we were all alone he said " you have somebody to take care of you, I have no use for the property but if you want to sell it I will buy it and I have a son I can give it to he has a wife,-

167. That was after you made the will?

A. This was a couple of days after the will was made.

168. After Carmack came over to your place you went to Baltimore the next day to make the will, and Carmack took you to Baltimore?

A. Yes.

169. Who went with you?

A. I don't know whether his wife was with us or not, I don't think she was.

170. While you were riding up there did you discuss sale of the property?

A. No sir.

171. You were going to leave him everything and you told him that the night before?

A. Yes:

172. He did not tell you he did not want the property?

A. No, of course not.

173. He did not tell you no reason for your giving him the property?------

Q. 174

A. No sir. He just said "I will call for you to go to Baltimore to make your will". A. Yes.

175. You went to Baltimore?

A. Yes.

176. And several days later he suggested buying the property from you, is that right?

A. That's right.

177. He paid $4000 on it, he gave you how much?

A. $1,000.

178. Then he and his wife executed a mortgage for $3,000?

A. Yes.

179. You knew when they executed that mortgage to you that if you died before that mortgage was paid off it would go to the Carmacks by your will?

A. Yes.

180. So all he paid you, the $1,000 , or actually paid you so his son could have the property would be the $1,000? Have they paid any interest on the mortgage?

A. Yes, paid every month.

181. Since March 6th, 1948?

A. $55.25 every month.

182. Did they give you the $1,000?

A. Yes.

183. What did you do with that?

A. In the Savings Bank of Baltimore.

184. It was right after that Mr. Carmack ordered the Richardsons to get off the place, is that true?

A. Yes.

185. Did you know they had done that?

A. Yes.

186. Was it your suggestion that the Richardsons be asked to get off the place?

A. It was my desire.

187. You wanted them off after you sold to Carmack?

A. Certainly did.

188. You also knew that Ted could not take care of the boats after that?

A. Yes.

189. You knew he could not haul the boats?

A. Yes.

190. You knew he could not take care of you either?

A. Yes.

191. You just wanted him away so he could not do those things?

A. Yes.

192. It was your intention to stop him from doing those other things?

A. Of course it was.

193. Tell us how it happened you and Norman Easter broke up?

A. It was a family affair. He has got a mother-in-law who is boss, and he rented a house from me for $8 a month, and his wife comes down during the Summer when no school, and they never paid rent, and I did not care whether they did or did not, he worked on the railway fixing up, I bought a big powerful pump, and I could not get it, they could not ship it. Any how was a house boat there and I gave him $20 to get the hose, and when the pump came I was to pay for the pump, I paid for the pump and hose again, and the Winter came on and the coal man came there and she did not have the money to pay for the coal so I gave her $65 to lay coal in for the Winter, and he did not work down there and of course I helped him out, and his Insurance came due $30 some, and I said I am willing to pay for everything if you do what's right. I never asked him for the money. So before I got sick I said "Mildred keep the $65, and that will come in handy to have your teeth fixed" and she said "I never got no $65" and I said " don't you remember when you laid in coal and a man there named Red the man had a little boat got on the rocks and pulled him out and charged him $6 for pulling him out,

and he said he did not have any money, and he took his boat out and got on the rocks again and Norman said "I feel sorry for him let us only charge him $4", and I said "I am satisfied" so we charged him $4, and Norman was collecting rent on the boats and giving him receipt, so when he came to get his boat he said "I have not got the money to pay or to buy 5 gallons of gas", and I said " go ahead I will put it on the bill". So he went on out and when he paid the bill he paid me $14 and $5 extra, and Norman said "you are collecting money here and not telling me who you are collecting from" and I said " what are you talking about" and he said "Red knows" and I said "I don't remember, when Red comes in he will tell you, I don't think I have." And I said " when did you pay your last rent" and he said "I don't owe any rent, I have a receipt here from Norman", I said "I did not collect any", and he said " here is $6 and $4, you don't know what they are for"? He said "I know what they are for, you are a damn liar" and I said " don't talk to me like that, I am on my own place, I don't have to lie", and he said " to hell with you and the place", and I said " do you mean that, put it in black and white, and I will pay you for what I owe you" and he said "I don't want any claim on nothing all I want is the furniture in the house" so he wrote it out. That's how he knows if he had to pay me he owes me more. And his mother-in-law refused me a night's lodging there one night. I said "I will go around to Norman's house,"and I said "I am in a fix can you keep me over night" and she said "No, I am here all alone and that would give me a bad name, and then after years and years I thought myself that's good, I came to her home. She said " I am paying $5 a week and I have charge of the house, and I never went in the house no more, that was "clean up with me and Norman".

194. You remember all that yet you cannot remember what Richardson told you when you changed your bank account in your joint names, from your joint names to your own. You don't remember what Ted told you when he found out when you changed to your name? You drove another fellow off your place?

A. That's what I wanted to clear up. I said he went on his own free will,- that's wrong, because Slyde Johnson was living with me and I knew he was taking it, and I had two papers drawn up one if he don't move in thirty days you give the other paper to the Marshal, I notified him to move.

195. After you sold the place to Carmack you never asked Richardson to give you that lot back?

A. Of course not.

196. You never asked him to give you the money back when you sold the property to Carmack?

A. No, I did not ask him.

197. Did you consider you had given him that money outright for the work he had done there?

A. Work? What work he did for his own interest and not for me.

198. For yourself as well?

A. Particularly on the boat rail, but I did not get any benefit from that.

199. Remember when I came to see you at your boat yard last year?

A. Yes.

200. You do remember I was at your place?

A. I think I do, there were two of you.

201. That was the last part of February or early part of March this year?

A.

202. Did you come down there to start something against me at that time?

202. No, I did not tell you you had no case. Did Mr. Goodman tell you that Richardson had no case?

A. No. I would not say that, --I got it somewhere, I don't remember.

203. Did Mr. Goodman, when he came to see you, tell you that Richardson had no case?

A. I think he did, I am not surem I know the remark was made that they had no case.

204. You remember I was there with another man and it was after you had destroyed the will leaving everything to Ted Richardson?

A. No, the will was then in Richardson's favor.

205. When I came to see you, you had already made the will to Carmack.

A. You mean that time you met me at the railway?

Yes. Years before you were down there must have been.

206. Did I come to see you because you had changed the will?

A. When did you come to see me?

207. February or early March, 1948.

Did I tell you that Ted Richardson wanted to know why you changed the will and tore the will up?

A. I don't know, I don't remember.

208. Remember my telling you he felt he had done all the work for you he was asked to do and then you destroyed the will leaving him everything?

A. No, I don't remember that.

209. What do you recall was my reason for being down there?

A. I don't remember you coming down there or Richardson trying to find something against me, and either you, or somebody said, he would not have any case against me.

210. Do you remember my saying that Richardson was complaining about your changing the will after promising to leave him everything, and did you not say " did I not give him $4300 for work they had done"?

A. No sir I do not.

211. Remember young Carmack saying "keep quiet, don't talk to him, he is a lawyer"?

A. I don't remember that.

212. How long after Mr. Richardson left your place did you determine to collect your money back from him?

A. You mean after he was ordered off?

213. You waited how long before you decided to try to get your money back?

A. I did not wait at all, I did not wait after he made that threat to me.

214. Was it right after you conveyed the property to Carmack when he had trouble getting him off the place that he suggested you try to get the lot back?

A. No.

215. Did he know you were bringing this action?

A. No.

216. Did you do this without his knowledge?

A. Yes.

217. Who took you to Baltimore to see the lawyers?

A. Mr. Carmack.

218. Who took you to Annapolis to see your Lawyers, XXXXXX XXXXXXXXXXXXX, who brought you there?

A. Richardson took me there.

219. When you saw the layers about filing suit who brought you here to Annapolis.

A. Mr. Carmack.

220. Who brought you here last night to see your lawyers?

A. Mr. Carmack.

221. Who brought you to Annapolis each time?

A. I did not know Carmack ever got into this.

222. Who brought you to Annapolis each time you came to see your lawyers?

A. Different ones, sometimes Ted and sometimes Carmack.

223. After Ted left your place was it not Carmack who brought you all times?

A. I think it was.

224. Did you ever go to Baltimore to see your lawyers after Ted left?

A. When I made the will.

225. You always came to Annapolis to see your lawyers after that?

A. I don't remember if I saw lawyers.

226. Did Mr. Carmack send a lawyer to you to talk about this case?

A. No sir.

227. Did Mr. Carmack send Mr. Anderson?

A. No.

228. Did Mr. Carmack tell you to file this suit?

A. No.

Re-Direct.

(Rouse)

1. In the deed of the property to Carmack, when you sold the property to Carmack for $4,000 that contains a provision that you were to live on the property as long as you live?

A. Yes, a home as long as I live.

(Court) Put the deed in evidence, from Wickart to Carmack, JHH 459,-100, a copy of it should be offered in evidence so I can read it.

(Rouse) I would like to file the agreement between Wickart and Carmack..

John J. Carback (being the same person mentioned throughout the testimony as "Carmack", being first duly sworn, deposes and says:-

1. State your name and residence?

A. John J. Carback, Top Ridge Road, Pasadena, Md.

2. How long have you been living at Poplar Rdige Road?

A. Four or five years, been going down in the Summer time for fifteen years.

3. How far do you live from Mr. Wickart's home?

A. Little better than half a mile.

4. How long have you known Mr. Wickart?

A. Over twenty years or so.

5. How long have you known Ted Richardson and his wife?

A. I would not know, I guess about six months, I reckon, I would not know, maybe a year.

6. Are you familiar with the boat yard which Capt. Wickart has operated?

A. I use to go over there and buy gas for my car to go to work once a week, to get gas and fill up and go home.

7. Are you familiar with the fact that Ted Richardson took over the operation of the boat yard?

A. I don't know anything about that, I did not run the boat yard.

8. In October, 1947 can you tell us whether or not you received a phone call from Capt. Wickart?

A. Yes, we got a phone call.

9. What time of day was it?

A. That was some time in the morning. When I came home that night my wife told me and I went over to see him.

10. That was the early part of 1948, February or March?

A. Yes.

11. Did you go over to Capt. Wickart's house?

A. That night when I came home from work.

12. Who went with you?

A. My wife.

13. Did you see the Captain?

A. Yes.

14. Who was present?

A. Nobody but myself at the time.

15. Later on anybody present?

A. They were outside at the window.

16. How do you know that?

A. She told me.

17. How did she happen to tell you?

A. I came over the next day to borrow a tape measure and she threw it in the car and called me a few names and told me she was out there listening, and I said " you don't have to stand out there to listen you can come in and listen and hear anything I have to say".

18. Subsequent to that time did you hear any conversations between Richardson or his wife and Wickart after the time you went over there?

A. Yes, I talked to them both lots of times.

19. What have you heard Richardson say to Wickart?

A. Going to make a pauper out of him and send him to the poor house, Richardson said that to Capt. Wickart in my presence.

20. When was that?

A. That was a few days after that or a week, I never paid that much attention to it, never thinking I would have to remember it.

21. Was that said more than once?

A. I would not say whether was so much said I don't remember what was said.

22. Did Mrs. Richardson say anything to Captain Wickart?

A. Yes, I would not know what she said, now.

23. What was the nature of it, speak in a friendly way, was she angry? Was she cussing him out?

A. Yes, she was cursing all right.

24. Cursing who?

A. Cursing Captain to me about different things, I don't know what because I never knew what was going on over there.

25. You purchased Captain's property from him?

A. Yes for $4,000.

26. Did he ask that price?

A. Capt. Wickart told me, told me he was going to will it to somebody and asked if I would take it. I said I have no use for it, but I have a boy been wanting to get in the business all his life.

27. Was Richardson there while you were talking to him?

A. No, nobody was there.

***Motion to strike out. Overruled.

28. With reference to your purchase of Capt. Wickart's property for the sum of $4,000, how was that price fixed, who fixed the price of $4,000?

A. Capt. Wickart.

29. Has that $4,000 been paid?

A. Yes, we paid him $4,000, we did not make any arrangements to pay it, I got my attorney, Judge Holmes, I called him up and made an appointment the next day with him.

30. You have paid him part in cash, have you not?

*****Objection as leading.

A. I paid him $1,000 down.

31. And the balance is covered by mortgage, $3,000?

A. Yes.

32. Which you have executed in his favor?

A. Yes.

33. Have you made any monthly payments to him?

A. Yes.

34. At the time the deed was given by Wickart to you tell us whether or not there was also another agreement entered into between you and your wife and Wickart?

A. Yes.

35. Have you a copy of that with you?

A. No, I don't have it here, it's home, I was going to take the money from the City and Captain said "I will take the mortgage. and Judge fix it up at 4%" andnI said "I will take it that way, if it is all right with you, and I will give you a place to stay there as long as you live, and I told the Judge to put that in the deed". He drew up the paper with that in it and I signed it and Captain Wickart signed it.

*****Agreement to be filed says attorney.

36. Where do you work now?

A. B and O Railroad.

37. How long have you worked there?

A. About 28 years.

38. How much do you make?

A. $1.34 an hour, about 48 hours a week.

39. How many children do you have?

A. One.

40. That's your boy who is married?

A. That's right.

41. He live with you?

A. No, he has his own house.

42. How much land do you own down there?

A. 23 acres over where I live.

43. Have any houses you rent out?

A. Yes, one.

44. Aside from that rent of one house do you have any other

source of income besides your job at the B. and O.

A. No.

45. With reference to your own home and 23 acres, any mortgage on that?

A. No, I own that house.

CROSS EXAMINATION?

(Goodman)

1. You have known Capt. Wickart about 20 years?

A. About that.

2. During the 20 years where did you live?

A. I lived in the City most of the time up to 4 or 5 years ago.

3. You moved to the county where you now live?

A. Yes.

4. How often did you go to see Capt. Wickart after you moved to Anne Arundel County?

A. About once a week, I use to go on Sunday to get gas, unless I would meet him, I might go over.

5. Were you very friendly with him?

A. Yes, I was friendly with him, I use to come to the boat yard and talk with him very little while.

6. Not much talking, just bought gas and go? No intimate relations with him?

A. No, he never came to my house and I never went to his house.

7. He said the only communication he had was when Mrs. Carback had trouble with the dogs killing chickens?

A. That was the first time he was at my house.

8. Aside from that you had not visited with him?

A. We never did.

9. How many houses around Captain Wickart's place within calling distance?

A. On his place? There are three.

10. Who is across the road from his place?

A. Hobarts.

11. How far from Wickart's house is Hobart's house?

A. Six or seven minutes walk.

12. Any one closer to his house, not on his own place?

A. Yes, an old man named Benning lives there.

13. About how far away from Wickart's place does he live?

A. About as far as this Court room is long.

14. You are half a mile away?

A. About that from my house to his house.

15. After you got possession of this property it was you who notified Richardson to get off?

A. That's right.

16. When Ted tried to go over to his lot did you order him off that road?

A. No, we ordered him to go on his lot because of the damage done to the boats, he was part on my place and his machine was right there.

17. You cursed him and he cursed you?

A. Maybe, I don't remember that.

18. You know there was cursing between the two of you?

A. That's right.

19. Wickart then agreed when he sold you this place, or prior to the sale of the property, to sell his estate to you?

A. He wanted to sell it to me before I bought it and I said "No, you have need of money".

20. You also took him to Baltimore?

A. He asked me to take him to town he said he was going to make a will to somebody.

21. When did you first know he had made it to you?

A. I knew it that day when I took him to town.

22. Was he to make the money out to you?

A. I told him not to, I said " you made one mistake making

it in two names, make it in your name only".

23. Is that what he did?

A. That's what he did, he made it over to her after his death that's the way we had it made.

24. You admit he made it to your wife and Captain, joint names, subject to the order of Wickart only, balance at the death of either to belong to the survivor?

A. I said, " that's the only way you can do it, he wanted to make it over to both and I said make it over to one, that is all right.

25. What is your wife's is yours any way?

A. That is the way we feel.

26. When was it you decided to buy Wickart's place?

A. The same night that he called over for me, I went over and talked it over, my wife went over and he told her everything had happened, and he wanted to make it that way, and I decided I would do it for the boy.

Richard Thomas Carback, a witness of lawful age, being first duly sworn, says:-

1. State your name and where you live?

A. Richard Thomas Carback, Poplar Rdige Road, Pasadena.

2. Live in the same house with your mother and father?

A. No sir, I do not, I live in the house formerly occupied by Mr. Richardson.

3. With whom?

A. With my wife.

4. When did you move there?

A. March 15th, 1948, I did not move into that house at that time, I lived in the back of the XXXXXXXX Wickart house until the house was ready.

5. How long have you known Captain Wickart?

A. 15 to 20 years.

6. How long have you known Ted Richardson and his wife?

A. About a year.

7. How did it happen you knew them.

A. I met Mrs. Richardson over at the beach, mother and I over there for a glass of beer, and then I met Mr. Richardson one night, we went out one night.

8. At that time was Ted Richardson operating the boat yard?

A. I understood that from his wife, I did not see him operating it, that's what his wife told me.

9. The early part of this year were you present when your father came over to Wickart's house in response to a phone call?

A. No, I was not.

10. Do you know when that occurred, February or March?

A. February 25th.

11. Subsequent to that time did you hear any conversation between Richardson and Capt. Wickart?

A. No, I did not.

12. Did you hear any conversation between Mrs. Richardson and Wickart?

A. No, not before that date.

13. After that date, when and where?

A. There were several times after I took over the yard to operate, every time I would leave the yard and go back, Mr. Richardson seemed to be bullying Captain about money, there was some money due him and he was going to collect it, and on-e time he made the statement "I am going to collect every cent of his money I can", he made that statement in front of Captain and me. I said " if you want to work this fairly, I will be mediator, when a customer comes in to pay his bill you get the Captain and I and all get together and each get his fair share" and Mr. Richardson would not do that. He said he was going to make Captain a pauper.

14. Anything else?

A. He said he was going to wreck the boat yard, he was going to ruin the business.

15. What was Captain's reply?

A. He would get so excited he could hardly talk, and Mr. Richardson seemed to be in a rage and his nerves on edge.

16. How about Mrs. Richardson?

A. There was some statement she made but I cannot recall the same, what that was.

17. Can you recall whether it was a friendly statement or not?

A. No, they were not friendly.

18. When was this?

A. This was all in March, 1948

19. This money they were talking about was money coming to them?

A. Money owed to them from storing, hauling and pumping boats.

20. You know anything about money Richardson collected?

A. I know one case, a Mr. Rider, they collected $64,

----Objection, motion to strike out.

21. You know anything about a boat sold down there?

A. Mrs. Richardson made the statement they sold Mr. Havercoms's boat and got a commission of $100 and did not tell the Captain about it, and not to tell the Captain.

22. Did they say why not to tell him?

A. No.

23. You moved into the house occupied by Richardson and his wife?

A. Yes.

24. What condition was that house in?

A. Some electric fixtures were cut loose, the spigots moved, boards taken off the clothes cupboard and couple of doors moved, and in the back shed two fixtures moved, also had a night bucket there which could not be moved without spilling in one of those rooms, in a very dirty condition.

25. Do you know anything about equipment used in connection with the boat yard, what was the condition of that equipment?

A. A lot of the equipment, steel, rusty and not taken care of, all thrown on a pile and a mess. There was a discussion about a battery charger which was removed, Mr. Richardson moved it, he said he did as it was his, the Captain gave it to him.

CROSS EXAMINATION.

(Goodman)

1. Are you the young man who took the photographs of everything?

A. No sir, I did not.

2. Who did?

A. I don't know exactly who was there.

3. Was that done at your suggestion? (No answer)

4. Were you there when I came down there?

A. Yes.

5. Did you say " don't talk to him, he is a Lawyer"?

A. Yes I did.

6. You are the young man who did not want me to talk about anything? Do you remember my asking whether or not he had changed his will?

A. Yes, you did ask him that question.

7. And removed Ted Richardson as beneficiary under the will?

A. Yes, you did.

8. You remember Capt. Wickart saying to me " well, he has been paid for everything he did here, I gave him $4000 ?"

A. No sir, I did not hear it that way, he said " well, Richardson got $4000 from me and the lot to build his house on to run things down here right, he never did that, and I gave him that with that understanding".

9. He said all that?

A. Not the exact words, but he said he gave him that $4000 and a lot, I can't recall all the conversation there because I was not interested in that part right then, Mr. Richardson was threatening suit against Capt. Wickart for services rendered and I told him to see his Lawyer.

10. Did you tell me Capt. Wickart had a lawyer?

A. I told you to see Captain's lawyer, and he asked who he was and I said I don't know.

11. You do remember I asked Capt. Wickart about money Richardson claimed for services rendered?

A. Yes.

12. You do remember he said he had given him $4,000?

A. Yes.

13. You can't recall anything else definitely?

A. Not definitely because I did not pay that much attention to it, I was working on the boat at the time.

14. Did you come up to me the minute I came up to talk to Captain?

A. No, I was sitting in the boat most of the time, I was right beside Capt. Wickart.

15. It is possible he may have said that Ted has $4000 for the work he has done?

***Objection.

A. No sir, I don't think he did.

16. You don't think he did./ A. I am not positive of it but I am pretty sure.

A. I am not positive of it but I am pretty sure. I just remember that Capt. Wickart said something to the effect Capt. Wickart gave him money and he did not do right.

17. What you want to remember is that Capt. Wickart said something,-

Objection by the Court.

Mr. Goodman asks to have it corrected as follows:-

18. You just remember that Capt Wickart said something to the effect he gave him money and he did not do right?

(Court rules to insert the previous question 17)

19. What you want to remember is that Capt. Wickart said something to the effect he gave him money and he did not do right?

A. I do not want to remember/just certain things, I just want to remember everything..

20. With whom have you discussed this case?

A. I have been up with Capt. Wickart when he went to see his lawyers, Rouse and Anderson, we were here in Annapolis yesterday.

21. How often have you discussed this case with Mr. Anderson and Mr. House, Attorneys?

A. Twice.

22. Was it you who suggested to Wickart that he retain counsel? Counsel be retained by him to recover his lot and money?

A. No.

23. Have you accompanied him every time he went to see his lawyers?

A. I think so, I am not sure of that.

24. Were you present every time Mr. Anderson came down to talk to Capt. Wickart about the case?

A. No.

25. Mr. Anderson did come frequently?

A. Not too frequently.

26. How often did he come to see Capt. Wickart?

A. I don't think over two or three times at most.

27. Since this case was filed?

A. That's right.

28. How many times before?

A. He came down with Mr. Dougherty once, that's when I met Mr. Anderson and Mr. Garde.

29. Were you present at all the conferences?

A. I was present in the yard but I was not in the conference.

30. Was this before or after Mr. Goodman came?

A. This was after.

31. How long did they remain each time?

A. I cannot say, I was doing different work at the yard and I did not pay much attention.

32. Did they talk with you very long?

A. No, they did not.

33. How old are you?

A. 46 in September.

34. Are you running the boat yard for Capt. Wickart?

A. No, I am running it myself, I rent it from my father.

35. To whom dod you pay rent for the house you occupy?

A. There is none for the house I occupy that goes with it.

36. Did you ever hear any of these lawyers tell Capt. Wickart as to what he should say?

A. No.

37. Ever hear Mr. Anderson coach him in any way?

A. No.

38. Ever hear Mr. Garde?

A. No.

39. Ever hear your father coach them in any way?

A? No.

40. Did you coach them?

A. No sir?

41 Is that the only time you ever told him what to do and what not to do?

A. Yes, that's the only time in that line.

Re-Direct.

(Rouse.)

1. Did you ever tell Mr. Goodman that Captain was represented by a Lawyer?

A. Yes I did.

2. Mr. Goodman knew at that time he was represented by his own lawyer?

A. He thought he was then.

3. Neverthelss, he asked the Captain?

A. Then he changed his subject right away, he started to get real friendly and talked about boats then.

°°°°Plaintiff's Exhibit A filed at request of Judge

Friday, Sept. 24th, 1949 (continued)

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

(Rouse)

1. State your name and residence?

A. Mrs. Rosalie Carmack, Poplar Ridge Road, Pasadena, Md.

2. You are the wife of John J. Carmack who testified here yesterday?

A. I am.

3. Your son also testified?

A. That's right.

4. How long have you known Capt. Wickart?

A. Quite a while, I think about fifteen years or so.

5. Where is your place?

A. It's about half a mile from Moylan's place.

6. You live there all the time?

A. We have been close to five years, the day they took the boy in the Army we decided to move down, between four and five years ago.

7. Living there permanently?

A. Yes.

8. Prior to that how often did you go down there?

A. We came down week-ends and spent most of the Summers on the place.

9. How long have you known Richardsons?

A. I would say about a year.

10. How did you happen to know them?

A. She came to my place one time with her two children to buy vegetables, and that was the first occasion.

11. Did you have occasion to see much of her?

A. No, three or four months later she came down with another lady friend of hers, that was the second time I have seen her.

12. In February of this year did you have occasion to see Mrs. Richardson?

A. I think that was when I had some trouble with the two dogs came in and killed 30 of my laying hens, and I had to have witness, and I called Capt. Wickart and asked him to come over and see the dead chickens, that's what the S.P.C.A. requires some body to see them dead, and the dog, and that's when I saw Mr. and Mrs. Richardson, also Capt. Wickart.

13. What was the next occasion when you saw Mr. Richardson?

A. That was the next night we had to go before Judge Holmes, that would be the 4th time.

14. Thereafter, when did you have occasion to see them?

A. Thereafter, I don't believe I saw her any more, I am not sure but I think so.

15. Did you have occasion to speak with her on the telephone after that time?

A. Yes, I think she did call me and ask me if I had some vegetables in the early part of this year.

16. Can you tell us whether or not you had occasion to go to Capt. Wickart's house, at his request,?

A. Yes, I think February 24th Capt. Wickart called me on the phone.

17. As a result of that call what did you do?

A. I went to see Capt. Wickart.

18. Who was with you?

A. Nobody, just myself.

19. Were either Mr. or Mrs. Richardson present?

A. Nobody was there.

20. When you were on his property at that time, have occasion to see either Mr. or Mrs. Richardson?

A. I saw her after Capt. and I had a little talk, she did come out of her house at that time and I saw her.

21. Did she say anything to you?

A. No.

22. What about the following day?

A. The following day my husband and I went to get Captain, that was the day we bought the property, that following night my husband and I were listening on the radio when a phone call came from Mrs. Richardson, we have a party line, and she called me everything but a lady, she said " you shrewd Polac, you are trying to meddle in my business, I am as smart as you are, " she went on and on, I don't remember all, I hung up because it was disgusting, that was the 25th of February, the day we put the deposit on the case.

23. Did you have occasion to talk to Mr. or Mrs. Richardson after that date?

A. Yes, I think one time Captain and I were walking over the property we had purchased, and he was showing me where the markers were, and we did happen to pass over the lot Mrs. Richardson owned and she said something to the effect " you dirty Polack, get off my ground" that was after we bought the property.

24. In connection with the purchase of this property you had to give a mortgage?

A. Yes, we did.

25. In addition to the mortgage did you also enter into an agreement?

A. Yes, we did.

26. I show you an agreement dated March 6th, 1948 between John J. Carmack and wife and Henry J. Wickart and ask if this is your signature and that is your husband's?

A. Yes, it is.

°°°°°Agreement filed as ~~Exam.~~ Exh. 2

27. Have you a copy of the mortgage with you?

A. No, we did not bring that, my husband said it was not necessary.

°°°°Offer to file the mortgage copy as Exh. 3

28. In connection with the mortgage itself, you have a loan account book?

A. That's right.

29. That is the book you received at the time the mortgage was placed on the property?

A. That's right.

30. It indicates payments made to Henry J. Wickart?

A. That's right, that's his signature every month on the 6th we paid him $55.25.

°°°°Offered in evidence as Exh. 4 of Plaintiff.

31. Did you see Captain Wickart sign those receipts?

A. Yes.

32. I show you also a schedule of payments?

A. Yes.

33. What does that represent?

A. Judge Holmes gave us the book and gave us two of those papers, and he said that we pay the payments that way.

CROSS EXAMINATION.

(Goodman)

1. Before you bought the property from Capt. Wickart, you and Mrs. Richardson were very friendly?

A. No, we were not very friendly, my husband objected to her coming around the house, I don't know what his reason, he don't like me running around too much, I said I was minding my own business, I have a little garden,-

2. You were not friendly?

A. No, we spoke occasionally.

3. When you saw each other you would talk?

A. Yes, we would talk.

4. You knew that Captain Wickart had willed all of his property to Ted Richardson?

A. I did not know until the night we went to see Judge Holmes, she, herself, told me, she said to me "I did not do so bad, I got $4,000 and a lot", and I said " you should be very nice to the old man to think that much of you".

5. You are sure you did not say to her " stick it out with the old fogey, he don't have much longer to live then it will all be yours and you can give me his Model T truck"?

A. I did not, I don't talk like that about old people.

Richard T. Walters, a witness of lawful age, being first duly sworn, deposes and says:-

(Goodman)

1. State your name and where you live?

A. Richard T. Walters, 3416 Childs st., Baltimore, Md.

2. What is your occupation?

A. Shipping Clerk for the Enamel Company.

3. How long have you lived in Baltimore?

A. Six years.

4. Do you know Edward J. Richardson and his wife?

A. Yes.

5. Do you know Henry J. Wickart and how long have you known him?

A. Yes I do, I have known him longer than I have Richardsons. I put my boat down there in 1936, somewhere in the middle of the Summer.

6. Been there ever since?

A. It did, up until I sold it this Spring. I was there in March, the 25th, 1948, during part of this discussion, I don't know but very little about it, All I know is when I went down there Mr. Norman Easter was in charge of the yard when I first went there, a fellow recommended me and him to me because it was nearer to the Bay. I went to Capt. Wickart, he did not give me much understanding, he told me I would have to see his step-son, I paid him either two or four months in advance, I believe I saw him in 1936.

7. You did keep your boat there from 1936 until March 25th 1948?

A. That's right

8. You were keeping your boat there when Richardson first took charge of the yard?

A. I don't remember, it was some months after I first went down there, there was some time in between Easter leaving and Richardson taking over.

8. What was Richardson doing when you first became acquainted with his activities?

A. He was active in running the yard.

9. What did he do?

A. General work around the place. There was a period down there when little laxity, my boat came near sinking, during that period of time. After Richardson took charge there was great improvement in the yard, a whole lot better service, never had any complaint, the debris was cleared away and general improvements made.

10. Did you see Richardson do any work?

A. Yes, I was down there nearly every day and he worked just like a regular fellow, worked on boats pumping them out, and cleaning up the place and trying to clean up the property.

11. He took care of them all?

A. Yes, splendid, never had a thing to complain about.

12. That covered the entire time prior to your leaving?

A. I never did move off the property, I went down there and Capt. Wickart told me he thought as much of Richardson as his own son, and Richardson told me he was a very old man and he thought he was going to die and he stayed up all night to keep him from dying.

*****Strike out.

13. Was Capt. Wickart when he told you this, present? When he told you about worrying about Captain's health and sitting up half the night?

A. No.

***Motion to strike out granted.

14. Did you have occasion to talk with Captain after his illness?

A. I sat out there and talked to him by the hour.

15. What did he tell you?

A. He told me that Richardson could do anything, he said he was working on an outboard motor, and I said "I don't believe

he is going to do much with that thing" and he said "Ted can do anything, I don't know what I would do without him".

16. How long after his recovery was this?

A. That was a good while after his recovery.

17. Did you visit the yard and talk with Captain after October, 1947 after he had given Richardson $4300?

A. I never heard that discussed either way, I was not aware of that.

18. Did Captain ever discuss with you the fact that he had made a will for Ted?

A. I don't believe Captain did, but I believe Mr. Richardson did.

19. What did Capt. Wickart tell you about Ted's general conduct in the yard after October, 1947?

A. Seemed to me it was all the way through until after this thing climaxed.

20. Did Captain any time prior to selling your boat in 1948 complain to you about Ted's work in the yard?

A. No, was always the other way. He would not take any money, he said pay Mr. Richardson.

21. On March 25th, 1948 you had your last dealings with the yard?

A. Yes.

22. What were they?

A. I called up and told them I had sold my boat, I would come down and pay my account, sometimes it would run 3-4-5-6 months it has been a year. When I got down there I found was some trouble. I went in and I insisted on having Mr. and Mrs. Richardson, and also the gentleman who bought the yard to sign the receipt paying up everything.

23. Who were you talking to,-them?

A. I talked to each and every one, Mr. and Mrs. Richardson and we went over the account and it showed I had made some payments, I did not even get a receipt, it showed on the book what I had paid and I wanted to pay it, so I insisted on

Capt. Wickart being present when I paid the bill, and each one sign the bill.

24. Where did Capt. Wickart eat when you were down there?

A. I did not even know if he ate or not.

25(Court) How often were you down there?

A. My health was bad for a good bit of the time I was down there. I was down there most every day during the Summer and through the Winter just to see if my boat was all right, I went down whenever I felt necessary, maybe once a week, twice a week or three times a month.

Mrs. Katherine Walters, a witness of lawful age, being first duly ssworn, says:-

1. You are the wife of the gentleman who just testified?

A. Yes.

2. How long have you known Capt. Wickart and Mr. and Mrs. Richardson?

A. I cannot say for sur, I knew Wickart little bit longer than I did Mr. and Mrs. Richardson, I could not say I knew them too good, just going to the boat with my husband.

3. Did you know the Richardsons ever since they were on the boat yard?

A. I think I did.

4. How long did your contact with the Richardsons continue?

A. I guess about a year and a half, it was in 1946 I first knew them and up until March, 1948.

5. How frequently did you have occasion to visit the boat yard during that period?

A. I went almost every time my husband went, when I was not working I went with him.

6. How many times a week or how many times a month?

A. At one time I was on vacation we went every day, I think that was in May, 1947, we were down there every day just for one week I had vacation, I would say about ten days I was there every day we were down there most every Sunday during the Summer months.

7. Were you there often from October 27th, 1947 until you sold your boat in 1948?

A. I would say atleast twice a week.

8. During the period of your visits there did you have occasion to observe Richardson's activities?

A. It seemed to me he was always busy, I did not pay too much attention, lots of times we would go out just my husband and myself and we would ask them to go and they always said that they had to stay there to take care of the yard.

9. Was the yard clean and well kept?

A. It was.

10. Did you see Mr. Richardson sell anything?

A. They never sold anything to us, lots of times we were working on the boat and Capt. Wickart would lend it to us, and he would tell us to ask Ted for anything and he gave us paint one time.

11. Who hauled the boat on the rail?

A. The Captain would be there and Mr. Richardson would be there.

12. Who pumped the boats out?

A. I have seen Mr. Richardson, and Mrs. Richardson and also Captain.

13. Who repaired the boat?

A. I could not say for sure, the work I saw was Richardson but Captain was working on the row boat.

14. Was that also during the period of October, 1947 and the time you sold your boat?

A. It was in those two years, 1946 yo 1948, I think it was 1947 I saw Captain working on the row boat, I cannot say for sure, I was there more in 1947.

15. Who sold the gasoline?

A. Lots of times Captain would and lots of times Teddy would. We would be in the boat and go up in the yard and nobody at the tank in the dock and my husband would go up and get the gas.

16. Did Captain Wickart ever tell you anything about Ted's conduct there?

***Objection.

17. What did Capt. Wickart tell you about Ted Richardson's operation of the yard?

A. I could not say he told me anything, only thing I did was to talk with Captain and ask him how he was feeling, I did not discuss anything about the yard with him.

CROSS EXAMINATION.

1. Many times you went down there in 1947 Mr. Richardson was not present?

A. I would not say too many times, once in a while, it seems to me most every time Mr. and Mrs. Richardson were there.

2. You knew in 1947 Mr. Richardson had other jobs?

A. I did not know of any other jobs he had.

3. Did Mrs. Richardson ever tell you that Mr. Richardson was mentioned in Captain's will?

A. It seems to me I knew a little bit about that. I think I knew something about that.

4. Do you think they told you?

A. That would be the only way I could know of it.

(Goodman)

Could Capt. Wickart have told you?

A. He could have but I never talked with him about that, I never carried on a conversation of that sort with Captain Wickart.

Annie Green, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Annie Green, Poplar Ridge Road, Bayside Beach road.

2. How long have you lived there?

A. 25 years.

3. What work are you doing?

A. Domestic work.

4. You know Mr. and Mrs. Richardson?

A. Yes I do.

5. You know Capt. Wickart?

A. Yes.

6. How long have you known Captain?

A. About forty years.

7. How long have you known the Richardsons?

A. About two and a half years.

8. How did you happen to know them?

A. Going past there many times, I would be up to Hillman's store, they would bring me down in the truck.

9. Ever go to the boat yard?

A. Yes sir, many times.

10. What period of time were you at the boat yard after the Richardsons moved down there?

A. 1947.

11. Remember what month?

A. I don't know what month, I had been to Mr. Barney's ironing and I had finished my work, and my mind came to me to come past Captain's, and I came past, and I said " how do you feel" and he said "I been awful sick", and I said " you want me to do some cleaning for you" and he said "No, I have the nicest little woman I have met on earth, she keeps my house clean and keeps me clean and treats me just like a baby, I guess I would

have been dead if they had not been here, she washed and dressed me and cooked my meals, the best people I ever met, if I have anything I will let you know". I said " I will be on a steady job shortly", and I never went past there any more. I noticed when I went past there before Richardsons came that place was filthy, all down the bank was a whole lot of traah, looked just like a park. After he got in there the buildings were cleaned up and the yards were cleaned and down the hill was cleaned, I particularly noticed that but I did not say anything, and I walked over to Mrs. Richardson's house and I went in and she had it very clean and neat in there.

12. What did Captain tell you about making his will?

A. Captain said to me, he came out the road and he said he put up a sign on my Cousin's and she tore it down, and he did not ask any permission,--

13. When was this?

A. In 1947. And he asked me could he put up a sign on my place and I told him "Yes sir, Corner Poplar Ridge and Bayside Road,"and after he put the sign up he said "how much you going to charge me" and I said " you have a place of business and you ought not to mind paying for it" and he asked me how much I wanted and I said $5 and he said "No, that is too much" then he said "I won't pay you nothing, pull the sign up Ted" and he said "No, I buried the sign, it will stay there if I have to pay for it,"and he took the money out of his pocket and Captain said "if you are going to pay $2 I will pay $1,-

Interruption by Counsel,

14. What did Captain tell you about having made a will?

A. So meanwhile he gave the $ (dollar) and they went up the road and came back and brought a few bottles of beer, Capt. Wickart brought it. I don't drink beer so I took it and carried it to the house and when Ted came up the road two days after I said "I want $2 more, so Ted gave me $2 and that made

Five Dollars, and Capt. Wickart was out there and he said "these people are the best people I ever met in my life, I gave them in my will all I got, if I die, they will get all I got, they certainly are good to me".

15. Can you tell me just when in 1947 that was?

A. Kind of in the Fall, around September or October.

16. Can you connect it with any particular time.

A. I know it was in the Fall, he came after everybody else had their signs up.

17. (Court). That was about four months behind time?

A. I guess he had put it up for the next year.

CROSS EXAMINATION.

(ROUSE)

1. Capt. Wickart was sick in 1946?

A. I don't know what year it was, I know he told me he was sick and that these people had taken care of him.

2. Do you remember all about Capt. being sick?

A. It was 1946 or 1947.

3. Why can you remember that?

A. I cannot keep everything in my mind, I want to tell the truth.

4. You remember about the will so well, why can't you remember about Captain being sick?

A. That was after the Captain got better when he came out the road about the sign.

5. (Court) Captain being sick was quite an event down the country everybody was talking about going to die, Dr. Breit said he was going to die?

A. I am not going to say because I don't know, I can remember some things but not everything and what I don't remember I don't tell, have to tell the truth.

Earl Milton Somers, a witness of lawful age, being first duly sworn, deposes and says:

(Goodman)

1. State your name and residence?

A. Earl Milton Somers, 5729 First ave., Halethorpe, Md. Lived there for 26 years, work for Presto-Light, Arbutus Welding, making gas.

2. Do you know Mr. and Mrs. Richardson?

A. I do, have known them about eight years.

3. Where were they living when you first met them?

A. In Halethorpe, had a radio shop there.

4. Do you know Capt. Wickart?

A. I do.

5. How long have you known him?

A. Since around 1944 when Ted took his boat there.

6. You became acquainted with Captain when Ted took his boat to the boat yard?

A. That's right.

7. After Ted moved there did you have occasion to visit there?

A. I was down there every week-end I had a chance.

8. From what period did you make those visits?

A. From the time he fiest took his boat there until he left.

9. What work did you observe Ted doing there?

A. I helped him many times pulling up boats, helped corking them, painting them and scraping, also helped Captain caulking the skiff to help him out because I liked the boat yard.

10. What improvements were made to the place during that period?

A. On the railway when he did have the old railway we did help around the place and pull boats out, Ted he took the engine and the motor and geared it down so that we pulled in the boat out, all you had to do was guide them, and he put water in both houses, put the pump in, did all the work, cleaned up the yard and cut down 50 oak trees, rotten limbs, and tore

down a lotmof old sheds, cleaned the place up, every time I saw him he was so busy he could not go fishing. Captain told me that Ted was the best man he had in the yard, he could do most anything, he was very well pleased with him. He told me that many times when we sat on the benches there.

11. How long before Ted left in March, 1948 did Captain tell you anything about Ted?

A. That was in 1946 he told me that.

12. Did he say anything about a will?

A. No, he never mentioned will to me.

13. Say anything about money in the bank?

A. I was there at the time, it was on Sunday, in 1947, around February that he was going down the following Monday to get the bank account changed over to Ted.

14. Captain Wickart never discussed that with you at all?

A. No sir.

15. How was his eye sight when you were there?

A. Pretty good in my estimation, he was caulking the skiff he was on one side and I was on the other, and I said " how you doing" and he said "pretty good", he said " what's the matter with the small cracks", he started caulking them up and I could not see them.

(Court) You were an amateur and he was a Specialist?

A. Under the tree he use to read the newspaper and tell me all about different things.

(Court)

16. Did Richardson ever tell you he was in Captain's will?

A. Yes.

17. Mrs. Richardson, too?

A. Yes, naturally.

18. What were the circumstances under which they told you that?

A. I always understood the way Captain always told me that Ted had nothing to worry about, he would look after him, Captain told me that. He said he turned the whole boat yard over to him, he would have nothing to worry about it.

19. The Court asked you if Richardson ever mentioned to you that Ted had been left everything in Captain's will?

A. They just told me he willed the property over to them and also the Bank account.

20. Any particular reason for telling you that?

A. No, just friendly, it was no harm.

21. You remember when Captain was sick?

A. Yes, that was in 1946, in September I believe he was sick.

22. You remember how ill he was?

A. Yes.

23. Tell us what Ted did then?

A. He was so sick he could hardly move, I was there and also Ted's brother-in-law was there too and they called Dr. Breit, he gave him four days to live and Ted brought him around,-

24. What did you see him doing?

A. I knew was a mess, they had to clean up a mess and him from head to foot, and I helped them, he could not control himself.

25. Who took care of him?

A. Ted and his wife.

26. Eventually he recovered?

A. That's right.

27. What did Captain tell you thereafter with respect to his intentions?

A. He told me " if it had not been for Ted I would ne dead today".

28. Ever see any money around the place?

A. Yes, in a black tin box where he kept it.

29. Any papers in that box too?

A. Yes sir, also he had bills wrapped up with string around the bills kept in the back room some place.

30. When dod you learn of the purchase of the tract of land or transfer of the land?

A. That was in the Spring of 1947.

31. Are you as sure about that date as well as you are on any other dates?

A. No, I am not sure about that.

32. You are not sure on your dates at all?

A. Some of them.

33. You want me to understand that you think that your man sitting back there is competent to do a day's work?

A. I don't know about now.

34. Has he been any time since he has been sick?

A. You mean adter his receovery? I don't think so. After he was sick he turned everything over to Ted.

35. You said you saw him every day since he been sick, has he been competent to do a day's work since he has been sick? You told us what he could so?

A. That was before he was sick.

36. You were talking about his good eyesight, was that all before he was sick?

A. That's right.

37. What did he do after he recovered?

A. He took it easy, he might go down and look around.

38. Ever tell you why he was not working?

A. He told me he turned the place over to Ted that was the reason.

39. You mean to tell me that man can see well?

A. When I was down there he could.

40. That was before he got sick?

A. Yes.

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41. Tell us the circumstances under which Capt. Wickart told about the lot of ground he conveyed to Ted?

A. He talked to me over and over again and told me he gave this piece of ground to Ted and showed me around.

42. Tell you why he gave it to Ted?

A. No.

43. How did you happen to be talking about the land?

A. I never brought that up, it was his idea.

44. What made him tell you that he took you over there to show you the land?

A. I don't remember that.

45. You don't know what conversation you had with Capt. Wickart before you went over to look at the land?

****Objection as leading.

A. We talked about different things, I don't remember that.

46. (Court) You have been remembering so many things. When did this happen?

A. I am not sur.

47. What it two years ago?

A. I think 1947, most sure.

48. What time in 1947?

A. In the Summer months of 1947.

49. He told you all about having conveyed the property to Richardson, you are sure of that?

A. I am sure.

(Goodman)

50. You do recall that Captain did tell you about the lot?

A. That's right.

51. Did Ted have any bees on the place?

A. Yes, he had three hives. One of the privileges, he had squirrels and he would not let anybody else shoot them but Ted and if he caught them on theproperty, anybody else shooting them was just too bad.

52. Do you know when Carmack came into the picture down there?

A. It was in February, 1947, around that particular time.

53. What do you know about Carmack entering the picture?

Answer stricken out.

54. Do you know, of your own knowledge, when Carmack came into the pictyre?

A. It was in February, 1947, I was there, it was on a Sunday.

55. Tell the Court about what you discovered, what you know?

A. Nobody told me nothing about the Carmacks, I saw with my own eyes on that Sunday when they first came there, they were over there drinking,-

56. And who all were drinking?

A. Mrs. Carmack and her son and his wife, they were all over there having a good time, it was late around 12 o'clock when I left there.

57. What did you observe in addition to their drinking?

A. It was none of my business, I don't know what to think about it.

58. You saw them drinking?

A. That's right.

59. How long after that did Ted move?

A. That was in March some time, I know he got the notice to leave the place I think a week later it happened.

60. How many times did you see Carmack on the place drinking with Capt. Wickart?

A. I saw them twice.

61. Was that close to each other?

A. I was not snooping around, I could see from Ted's place they were having a good time on two occasions.

62. That was a week before Richardson received notice to quit?

A. Right.

63. You know anything about a boat that sunk?

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64. I know George Mace's boat was down near the dock, the reason it did not sink there was a plug near the bow; it was a terrible Winter last year and the plug would come out sometimes.

65. How many boats sank last Winter?

A. Far as I know only one.

66. Tell the reason that sank?

A. The man owed a year's rent on this boat and Capt. Wickart lost a year's rent due, we went to try to make it turn around so let it lay out there and sink.

67. Were you there?

A. I was.

68. Why did Mason's boat sink?

A. It did not sink, the plug must have come out.

69. Did it sink?

A. No.

70. Those the only two you observed?

A. Another one was there stopped up with leaks, there was no trap in there, we caught it intime and we stuffed it up with rags.

71. Captain ever tell you anything about that?

A. No.

72. Never complained about sinking the boats?

A. No.

CROSS EXAMINATION.

(Rouse)

1. Where did you say you worked?

A. Presto Light Company, Arbutus.

2. That job require you to be how often on the job?

A. I work from 8 to 4 and 4 to 12 next shift.

3. How much time did you spend down there in 1946?

A. Every week-end, every holiday and from 4 yo 12.

4. How about 1947?

A. Same.

5. You are a pretty good friend of the Richardsons?

A. Yes.

6. Known him for a long time, one of your closest friends?

A. Yes.

7. Every time you went down there was Ted on hand?

A. Positively, only few times he was at the store.

8. Every time in 1947 he was there?

A. He might have been at the store.

9. He was not working away from the place?

A. Yes, he was a brick layer.

10. What were his other jobs in the Summer?

A? In the Summer time quite a bit of business there, it the Fall Ted could not make enough money so he went to Brick laying.

11. How much money did he make at that?

A. About $24 a day.

12. How often did he work at brick laying?

A. He worked every day, sometimes come over in the evening and pump out boats.

13. How long in 1947 did he work on the place?

A. He worked up until he left, he spent a good bit of his time there.

14. He spent a good bit of his time working away from the boat yard?

A. After the Summer months was over not much in the boat yard at that time.

15. You know who he works for when away from the place?

A. No I don't.

16. Did he pay you for helping at the boat yard down there?

A. No sir, I did it of my own free will.

17. You testified to a lot of work Ted did at the boat yard making repairs and pumping out boats, he was paid for doing that work?

A. He was.

18. Paid for by the people he did the work for?

A. That's right.

19. Captain did not get that money?

A. Only for the paint that went on the boat, and stuff like that, the material.

20. Every bit of labor he did he charged for and was paid for and Capt. Wickart did not get any?

A. I would not say that.

21. He got paid for it?

A. That's right.

22. Who else helped out?

A. Mr. Deabreeze.

23. Ted collected for his labor, is that right?

A. I would not put it that way.

24. He got paid for the work he did?

A. I would not say.

25. You did not get paid for it?

A. No.

26. Mr. Seabreeze never got paid for it?

A. No.

27. Nobody got paid for it?

A. Capt. Wickart got his part out of it.

28. Capt. Wickart did not get anything but rents?

A. He got more than that, far as I knowof.

29. Ted got more than work on the boats?

A. That was the agreement between him and Captain Wickart.

30. You knew all about the business?

A. That's right.

31. Ted got all the money?

A. I was not there when he quit.

32 (Court) You just answered it a while ago.

A. All right, let it go at that.

Edward J. Richardson, one of the Defendants, being first duly sworn, deposes and says:-

(Goodman)

1. State your name and residence?

A. Edward J. Richardson, Rock Hill Beach, Anne Arundel County.

2. Are you married?

A. Yes, to Lillian Louise Richardson.

3. Have you any children?

A. I have two small ones, 5 and 7.

4. Where are you working now?

A. Righg now, nowheres.

5. Where was your last employment?

A. My last employment I was building a glass block bar at Browns Chattaway Inn.

6. Why are you unemployed now?

A. That job is through, I have to hunt another job, I am working for contractors when I can get it, that was just a particular job a man asked me to do.

7. You mean you cannot get a job and you are a bricklayer?

A. Yes.

8. You have been here yesterday and today?

A. Yes.

9. Plenty of work for bricklayers?

A. Far as I know, yes.

10. When did you come to Maryland?

A. I came to Maryland in 1916 or 1917.

11. Where did you move to in Maryland?

A. We moved to the 2500 Block West Baltimore.

12. Where did you come from?

A. Came from Florida.

13. Where are you a native of?

A. I was born in England raised until I was 14 in Canada, from there went to Florida for one year and then to Maryland.

14. What business were you in before you moved to Captain Wuckart's place?

A. I was in the radio business, repairing radios.

15. When did you start in that business?

A. I started that business about ten or 12 years ago.

16. When did you give it up?

A. I gave it up in 1946.

17. Did you know Capt. Wickart?

A. Yes.

18. When did you first meet him?

A. I first met Captain about the 1st of March, 1944.

19. How did you happen to meet him?

A. About a quarter of a mile away from his place my boat was sunk, I was keeping it on a man's place by the name of Horsh, wehad been out duck hunting and three of us were knocked off, and one boy was drowned, the boy was drowned his father owned the place where I kept my boat. I eventually got in touch with Capt. Wickart right after that.

20. Was your boat hauled in to Capt. Wickart's place?

A. Yes, that was my first meeting with him.

21. Tell us what developed from that point on?

A. Captain hauled the boat in and it took about a week to repair it.

22. During that time did you visit Capt. Wickart?

A. No, I did not visit at his house, I saw him every day when I went down to see my boat to see if it was ready.

23. What occurred after your acquaintance with Capt. Wickart? What occurred which resulted in your living there?

A. My boat was in pretty bad shape, had to pull the engine

out, it needed overhauling. I brought my wife down a few times and we decided to have a place to stay for a weekend, if we could, I had a lot of repairs to make on my boat, I had to take the engine out and started to repair it and it was no good, it was rusty and I got myself another one. From the boat being sunk the cabinet had to be torn out, just a small one, about 24 foot, and I rebuilt the cabim, and he use to sit for hours at a time and watch me work, and if anything I needed to repair my boat with and I did not have it he would offer to get it for me, and the tools also, he just stuck around and watched me work on my boat.

24. During that period were you occupying one of his houses on week-e nds?

A. He had a little two room shed there and it was full of all kinds of stuff, and I asked him to rent it to me, and he said "well, that is all I have if you want to clean that stuff out" and I said " what you going to charge for it" and he said "you can have it for $6 a month", so I cleaned it all out and got a bit of furniture and we stayed there week-ends.

25. Did there come a time when you moved down there permanently?

A. Yes, we used that for about a year week-ends then we moved over into one-half of Captain's house about a week later and we stayed there for week-ends, it was divided by partition all the way through.

26. Did you have access to his part?

A. No, he had it blocked so you could not get in unless you went around and knocked on the door.

27. During the time you were occupying half of his house what business were you in?

A. I was in the radio business in Halethorpe.

28. Did you ever move there permanently?

A. I sold my radio business May 10th; 1946.

29. Why did you sell your radio business?

A. Business was slack, could not get radio parts or buy them to sell, I just put the business up for sale and moved down into the same house I had rented for week-ends until I got the other place ready that we moved into permanently.

30. What were you doing at the boat yard after you moved down permanently?

A. I was not doing anything, just going out fishing once in a while and working on my boat

31. Did you have any money with which to support your family?

A. Yes, I had about $900 left after I sold my business.

32. What developed after you finally became connected with Capt. Wickart. What were you planning to do with the boat yard after you sold your business?

A. I was not planning to do anything with the boat yard, was just on vacation. Then in the Winter I would go back to brick work, and if my money ran out before then I would go back to brick work.

33. What developed from then on when you and Captain got into business?

A. It was May 10th when I sold my radio business and we moved over into the other house sometime in June. Norman Easter was taking charge of the place all along. Sometime in July Norman Easter left there and did not come back any more.

34. Did Captain Wickart tell you why he left?

A. He said he was not coming back on the place any more, he was through with him.

35. What developed between you and Captain after that?

A. Captain did not have anybody to help him down there and he had been asking me and I never refused him I always helped him, if I was busy when he asked me I always stopped and helped him, I thought the world of him, he was a nice old man. He use to sit and talk with me and tell me jokes, and about his business,

and about days way back when he went fishing, I never ~~xxxfxxx~~ refused him when he asked me to help him, I would always help him.

36. What circumstances surrounded your finally going to work with Captain Wickart?

A. Sometime around about the 1st of August he said "Ted, I have a bad rupture, come in here I want to show it to you", he showed it to me and it was an awful bad one, I never saw anything like it before, was about the size of an eggplant. He said "if I could only get this to stay back I would not have anything to worry about", and I said " cannot you get a belt to wear for that" and he said "No, I have had several, I cannot keep them on, I have no hips, how about taking me to the Doctor and see if he ~~x~~cannot do something", so I took him to Dr. Breit who suggested he go to a specialist and be operated on . The Doctor said "I don't do operating but I can send you to a Doctor a specialist on Park avenue." Captain and I went to the man's office and he took him in the back room, and the Doctor came running out and said to me "Go in and get him", and he was lying on the floor with his pants down, and he said "that is a mean doctor, he really hurt me so"

37. Tell us about the time you got into negotiations with him about working at his place. You too him home from the doctor's?

A. Yes.

38. What developed after that about working for him.

A. We had to go back to the Doctor first and tell him, and he sent us down town to get a belt which we got. About the ,iddle of August he told me he would like to have me run that boat yard, " I will give you the same proposition Norman Easter had. I like you and I don't have anybody down here staying with me only you people. I am going to change everything over to you, Norman is not going to have anything more to do with this place, I am through with him. I will take you down town and have a will made and I will then put your name on a joint bank account and I will do the same with you as was with Norman and he cannot come on this place any more" -5x-

39. What work were you supposed to do?

A. He said " you can do the same as Norman, if you pull out boats it is $6.00 you take $3.00, and we are getting $2 a month for each boat slip and he took half, and if you side track a boat it's $2 and I get $1, and you get $1.00; if you sell any paints or supplies on the place that belong to me naturally that's mine; if you sell any gasoline naturally that's mine, I am still continuing with the gasoline I will buy it and you can serve it and I will collect the money for it, and if you collect it you can give it to me."

40. What about repairs on the boats?

A. He said " you won't make enough to live on off of that, and if you get a chance to do that, whatever you make on the side is yours, all I want is rent for these houses and half the rent from the boats and anything else you can make it is yours, it's up to you, I will give you tools and sheds and show you where the tools are and show you how to operate the engine, and here is the rent book and here is the book to put the boat numbers, take them home with you , and anybody wants to pay if they come here I will send to you and if any boats to be pulled up look for the number of the boat and look on the book and you will have nothing to worry about, and if you need any help, I will always be willing to help you, and anything you want to know I will show you. I am going to take it easy now on, I don't like fooling with it, you people will be a great help to me down here and you have a little boy and when he gets bigger he will be a great help to you."

41. As a result of that conversation what happened?

A. I went over and talked it over with the wife.

42. You discussed it with your wife and then what was done?

A. I decided would be a good idea to do so. I thought I will take him up on it, he sounded like he means what he said, and I thought I would try it out, and I said "Captain, I am satisfied". The next morning he took me to town and he took me

to Phi/lander Briscoe's.

43. Who suggested him?

A. Capt. Wickart told me he had a different attorney but had been turned over to Mr. Briscoe, and "I am going to take you to him", he said.

44. What happened then and there?

A. I sat in the waiting room while Capt. Wickart was talking to Mr. Briscoe all the time?

45. What is Mr. Briscoe?

A. He is a lawyer.

46.How long was he engaged with Lawyer Briscoe while you were in the reception room?

A. He was in there about half an hour.

47. Do you know what he was in there for?

A. He told me he was going in there to make a will for me.

48. After they were closeted for half an hour then what happened?

A. Then the lawyer came out and called me in.

49. Did you discuss anything with the lawyer in Captain's presence?

A. I did not have anything to say about it except one time Captain Wickart was worried about who should be Executor. He did not want anybody outside, he did not want anybody who did not live on the place to have anything to do with it, he did not trust them somehow, he said "if you are running this boat yard and it's in the hands of the Orphans Court and somebody in town who has the keys, and another man brings in a boat to repair it how are you going to get the tools to repair the boat, you have to go see that man". I said "I don't know who else to get, it's up to yo u." So Mr. Briscoe mentioned, or said something about you are married and I said yes I was, and he said "does your wife live down there with you? That is the only one I can suggest", and I said "if Capt. Wickart wants her to be Executrix it's O.K." and Captain said " that is perfect, make her, Ted's wife, executrix" so the lawyer took the paper and changed the word from executor to executrix.

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from "Executor" to "executrix"

50. Was that will executed the same day?

A. Yes.

51. After the will was executed what was done about the bank account?

A. The same day he got me to take him over to the Savings Bank of Baltimore and he went up to the Teller and he said "I want Norman Easter's name taken off this book and Edward J. Richardson's name put in place of it".

52. Was that done?

A. Yes.

53. Was he askedwhy that was being done?

A. He was sent in another room, I was sitting on the bench, and they were talking to him for a while, I don't know what about, and he came back to me and said " lady wants you to come in" so I went in.

54. Was that the same lady here?

A. Yes, that was when the joint account was made.

55. As a result of your conference with this lady and Capt. Wickart, what was done?

A. She said " do you realize you are putting this bank account in joint names", and the Captain said "Yes", and she said "you want Mr. Richardson's name on this account with yours", and he said "Yes", and she said " do you realize if Mr. Richardson has this bank book in his hands, at any time after this joint account is made that he can take and draw all the money out", and he said "yes" and she said "is that the way you want it", if so, sign this paper, and he signed it and I think I signed it too.

56. Why was that changed the next day?

A. He wanted the bank book to be the same way with me as with Norman Easter.

57. When did he realize it was not the same way it was with Norman Easter, that he went back and had it changed to your joint names with " right of survivorship"? Do you recall that the account was changed the next day after you and Captain Wickart were in the Savings Bank the first time?

A. We went in there one day and then we went in the next day.

A. I told you what happened the second day.

58. Tell what happened the first day?

A. We went up to the Teller and he sent us in the other room where Mrs. Carr was, and Mrs. Carr was talking to Captain and finally called me in and Captain was giving her some kind of Orphans Court talk, he said "the Orphans Court is not coming on my place, they can keep all the people down there, I don't want them on my place, I want this man to have everything, they are not coming around bossing my place, they are not coming on my property." So the next day we went back to town and went to Briscoe again and Captain explained what had happened at the Bank and Mr. Briscoe called up the lady at the bank,-

59. After he called up the lady what did you do?

A. Mr. Briscoe sent us back to the Bank and he said " you go over there and she will straighten you out".

60. Did you and Captain go back to the Bank and get straightened out?

A. Yes.

61. That was when the account was made over in the joint names?

A. Yes.

62. Where did Captain keep the Bank book after the account was made out in your joint names?

A. He took me into his house and he said "I am very glad everything is fixed that way.

63. What did he do with the will and the bank book?

A. Took me in his house and said "I am going to show you where I keep my papers and bank book and my box and so on." First he took me in his back room and got hold of a big tin can, about a 5 gal.

can with a lid on it, and he pulled out some papers and said "here are the deeds to the property, I keep them in here so mice won't chew them up, and I don't want them chewing on them any more,"and he reached underneath the cover and pulled out a black tin box about a foot long and three inches high, looked like a money box, and he had a key for it, and he opened it and said "this is where I keep my money". To my surprise had a couple rolls of bills, right good size rolls, he said $500 in here in these rolls, I have had them since the last war; I am telling you this so if the bank goes up or I am sick you know where to get it, but don't touch that money unless we really have to".

64. Did you ever touch that box of money?

A. No sir, I never put my hands on that box. Then he opened up a top small bureau drawer on the right hand side, and he said " this is where I am going to keep the Bank book and will, they will be here together, don't forget where they are, anything happens to me put that book in your pocket, that won't go to the Orphans Court because in our joint names", I did not know anything about the law, I thought he was old enough to do it.

65. Thereafter, did you perform your work on the place?

A. Yes, I started work on the place, he told me what to do, built a battery shed, put roof on the railway engine house, he said tear down some old sheds, clean up the place, trim the dead limbs, I took a chance,- but I got the limbs down as he asked.

66. What else did you do?

A. He got me to raking leaves, he said "every tree you rake those leaves from the trees, if the blades touch the trees they will die". I worked a plenty.

67. What repairs did you make to the wharf?

A. Every now and then the boards would break, and would put down another one and the wharf, in the Spring, alongside the

railway was all broken up and I rebuilt the whole thing and made it stronger.

68. What other repairs or improvements did you make?

A. I poured a concrete floor and built a battery shed on the back of the house, I tore down the old one, was afraid it would fall in.

69. How did you get water?

A. I had to walk down to the water pump 300 or 400 yards away and I had to carry water to mix the cement, he did not have any gravel, but big concrete box four inches thick, and all lined with pieces of metal hooks, he said break that up and mix that all up with those pieces, that was real hard work,- he said he made that himself years ago. I got most of it broken up and I poured the concrete floor and I built the whole shed made it leak proof, he did not want any windows and finally he let me put a couple of windows in the back. We don't need any windows we can use electric light, he said. Then I started on the engine house, Norman Easter had made part of the blocks and did not have any roof, so I took some blocks and finished it off and put a whole new roof, and then went around tearing down old sheds, and he had a big pile of old trash there, and he told me to get rid of it. He even looked at the old stuff we put on the truck and saw that everything was all right, and when we came back there were three of us and we told him we got $20 for it and I said "I don't want nothing out of it" and he said "it's a little, let the other two split up between them and they split up the $20 between them.

70. What about the water pump?

A. There was a well about 300 feet away from our house and we had to carry water from there up to the house, and my wife use to do the Captain's wash, and he said one day, " you know one thing, if we had a pump to pump water to your house would be easier on your wife to do the washing." My wife and I use

to carry water up to the house to do his washing and ours too, we use to get tubs and fill them up. I said "Captain, if I had a pump, I would be willing to put it in and pump water to all these houses", he said "I cannot spend all this money myself, I have not got long to live, I am going to get you a pump". He did not get it right away and one day I asked him to take a ride with me and so he did, and we were sitting there talking for a while and my brother-in-law mentioned he had just taken his pump out and he said would be good enough for me to have down there. He said " if you want this pump I will give it to you for $40,"and Captain said "let us see the pump". We went down and looked at the pump and Captain gave my brother-in-law $40 for the pump. It did not have a tank, just the pump alone. We brought it back and wanted to put the pump in the ground near the well and had to be so the water would not freeze. I said that we would have to find a tank that would lay low, I will build the vault. So we went to Montgomery-Wards, we could not find a tank unless we bought pump and all. so he bought enough pipe to pipe from where the well would start up to my house and he said that was all he was going to put in, if the other fellow wants water put a T in don't bother about him, he said I don't want it in my house. Anyway he got the pipe, and they sent us an upright tank, and he was disgusted, he said "I don't want that" and he would not have it, he said "if you get a chance to sell that old pump, sell it, I am taking you to Montgomery-Wards to get another pump mounted on a lay down tank." I dug a ditch clean up to my house, it took me three weeks, and lay all pipes in it and finished the job. I think this was in the Spring of 1947, we had to carry water all of 1946, somewheres around the Spring of 1947 this was.

71. Was this pump installed before or after Capt. Wickart was ill?

A. That was afterwards.

72. When did he get sick?

A. He got sick the middle of Aeptember, 1946.

73. What was his condition then?

A. He got something like pneumonia, he was perspiring heavily, and he had chills, it looked to me like might be pneumonia.

74 Was he in bed?

A. Yes.

75. Who took care of him?

A. My wife and I.

76. What was it necessary for you to do for him while he was ill?

A. We had to give him his medicine at times, when he went to the toilet had to set him there and wait for him, put him back in bed and clean him up.

77. How long a time did you take care of him?

A. I think he was in bed two weeks any way.

78. Who fed him during that period?

A. We fed him when he could eat, he could not eat much when in bed, it was soft stuff and we gave it to him with a spoon.

79. He finally recovered, and he said you use to give him whiskey every morning,-

*****Objection to the form.

A. I mentioned to him in the Fall of the year whenthings got slack, I said "I might as well go back to laying bricks". Inthe Fall of 1946 I went back to brick laying and I use to have to get up at 5 o'clock in the morning and go to work at Odenton, so one day Catain said to me "you know Norman use to go up the road and get whiskey and beer, he never brought me a drink and leave it with me". I did not know whether that was a hint or not. I did not want him to think I was tight, I did not drink.

In the Winter time I kept somearound the house.

80. What whiskey did you serve him and why?

A. When I would go up in the morning Captain would be looking through binoculars over to my house, watching me, and I said "I don't know what he is watching me for" but just as soon as I got in the truck and leave he would turn out his light, so I thought, hereafter in the moening I am going over and ask him if he would like to take a drink, so I did every morning, and I would give it to him, he would only take one drink in a small whiskey glass, and once in a while he would take his money and say bring me back a pint or half pint, I would do what he asked me, and sometimes if I asked him if he wanted a drink he would say "take a drink of mine".

8L. During the time you worked for Captain Wickart, after the will was executed and the money transferred to your name, what rents did you collect for him?

A. I collected the boat rents and the house rent next door to me and the house rent for one other place on the water.

82. What did you do with the money?

A. Turned half of my share over to CatP. Wickart and all the rent money for the houses, Captain got it all, and in 1946 when I collected on the boats $2 a month for 1946 up until the Spring of 1947, I turned $1 each time over to him.

83. Did you retain any part of the house rent money?

A. No sir I did not because that was not to go to me.

84 How many houses did you collect rent from?

A. I collected from a small house up on the end of his lot, they paid the boat rent and house rent at the same time, they would come to my house and bring Capt. Wickart's with them, they were three boys one was named Janowski.

85. You continued working for Captain under those conditions for how long?

A. I kept collecting the boat rents at $2 until Spring of 1947 and then I said to Captain "$1 on each boat is not much those boats have to be pumped out by hand and that's awful hard work,

if it rains I am pumping all day long before I get one done, what's the matter with charging people $4 a month rent and when I get my half will be $2."

86. Did he agree to that?

A. Yes.

87. Was it done thereafter?

A. Yes.

88. You gave him half of the boat rents?

A. Yes sir.

89. What work did you do in the Fall of 1946?

A. I said to Captain, "not much to do around here now just a matter of pumping out boats, and maybe chopping ice, I can do that morning and evening, and I am off on Saturdays and Sunday I might as well go lay bricks", and he said "sure go ahead and lay bricks".

90. Did you get other employment during the Winter of 1946?

A. Yes, I went to Plastic Co., I worked there during the Winter.

91. What did you do there during the Winter of 1946?

A. I kept the boats pumped out morning and evening and would work hard keeping the boats pumped out.

92. What was Captain Wickart's physical condition then, the Winter of 1946?

A. He was walking aroundwith a couple of canes during the Summer after he was sick, and during the Winter he seemed to get all right, he had an itch on his hand and started getting something for that.

93. Who made the canes for him?

A. I did.

94. After he recovered from his serious illness what did he tell people about you?

A. He bragged about me a whole lot, he said no other man he could get to work around his place and do what I was doing, he would tell people I could do most anything and he said " he and his wife saved me from dying, if they had not been here to

look after me I would not be here today".

95. What happened to your boat?

A. I sold my boat in 1947.

96. Why did you sell it?

A. I did not get time to use the boat and I thought I might as well get rid of it, and another thing if I am going to stay around all Summer and work, I don't know what I am going to make this Summer, the first year I only worked in the Summer and now 1947 I don't know what I am going to make, and that money I sold my boat for I can put on the side and if I run short I can go back to work.

97. How many people did you hear/tell him about you?

A. When he first made his will over to me and he made the joint account over to me he told everybody came down there, and what he had done, he told everybody came on the place that he talked to and they told me what he said.

****Objection?

98. Do you remember any particular person he said it to in your presence?

A. I heard him tell Mr. Carmack and I heard him tell Mr. Jelnowski, and Mr. Emerin, and Mr. Nelson and the fellow Regs Rider down there.

99. Did any of the boats you had at the wharf sink while you were there?

A. Yes, while Norman Easter was there and some while I was there.

100. During what months and what year did any boats sink while you were there?

A. In 1947 in the Fall of the year a man brought a boat there a man by the name of Milburn, during the fishing season when it was over and he asked if he could keep his boat there for the Winter, and I said "Yes".

101. What made the boat sink, what happened after that?
A. I tied his boat up to a stake and it did not need any looking after. It did not have any leak, and finally came a rain and rained all night and I went down to see if they needed pumping out. There were none sunk that I could see, I turned around and started working around there at the other end, and Capt. Wickart hollered to me and said "Ted, there is a boat sunk" and I saw that a boat I just got done painting up nice had sunk. Captain came out with me and did what he could and we got the boat up and I pumped the water out and got her afloat, and I wanted to find out what made it sink. It took about two weeks to find that out, we had to wait until it rained again.
102. What caused it to sink?
A. I went down in the rain and it was going down in the bow, so as the water raised up getting on a leval with the toilet it started coming in the toilet, the same thing happened, so I looked around and I found some towels on the beach and I jammed them in the toilet and they would not stop it and I pumped it and watched for a while and I figured then all she got was rain water, I had to clean it all out and it was a mess. The man came down and I told him about it, the toilet did not have a check in it, and after the water got level with the toilet it came in.
103. Did you correct that?
A. Yes, with the towels.
104. After the check was re-placed did it sink?
A. They were not re-placed it was jammed up with towels.
105. Were other boats sunk?
A. Another boat up on the end that went down the same day, a boat owned by Mr. Fant, he had been called up the week before that, we kept asking about his rent, and he promised to be down the following Saturday and about the same time his boat sank and Captain Wickart said " don't fool with it, just let it lay there we are not going to fool with it." I had been

pumping it out for about a year and never got a penny for it. George Macey's boat sunk tied up along the wharf, it was frozen in for a while, and the ice was chopped away and I saw where the water was piuring in little hole the size of a pencil so I cut a piece of wood and drove it in that way. That way I could get to the cabin, and Capt, said "that is a heck of a way to do, to leave a boat here for the Winter and to take the keys homr with you". The boat evidently had a small leak up forward, and we could not get to that, and that boat probably went down again. It did not sink altogether, it almost went to the bottom.

106. What complaint did Captain Wickart make to you about the boats sinking?

A. He made no complaint to me.

107. Did he ever charge you with negligence?

A. No.

108. Was all this before or after Captain received a letter from the Register of Wills office?

A. That was after, I think.

109. Tell us what happened that caused Captain Wickart to change his bank account the second time, if you know?

A. What was that?

110. While you were working for Captain Wickart was there any change in your relationship?

A. No sir.

111. Was there any change in the bank account you and Captain had jointly?

A. Yes.

112. When did that occur, do you remember?

A. Around August, 1947 he changed the Bank account, might have been November, 1947.

113. (Court) In November, 1947?

A. Yes.

(Goodman)

114. When did you first learn he had changed the account?

A. My wife always goes out to get the mail and we would take Captain's mail to him, and a letter came there marked "Register of Wills" on the outside. A letter had come the year before that the same way, so I figured I knew what that letter meant because a letter had come the year before when he changed the book the first time.

115. What did you do about that?

A. I took the letter to Captain and I said " what have you done here" and he said "why" and I said "here is a letter from the Register of Wills" and he said "I have not done anything, let me see it", I said "what have you done, changed the bank account or made any kind of a change" and he said "No, I have not done anything". He opened it and told me to read it, and it told where he had changed the bank account back to his own name, and he said "sure I never changed it back", and I said "I have not done anything to you have I" and he said "No, I am just making a change". Then I said "Captain, I think I am going back to my trade, I don't think I am going to stay here and work for you steady any more, if you have any work around here I can help you with I will help you, but I have a wife and family, I am going back to my trade because I don't know what you might do next". He said "I don't want you to quit, I will take and put it back like it was", and I said "what's going to stop you from changing it tomorrow, you might get mad about something and want to change it again, how do I know what you are going to do, I am going back to my trade, I have to look out for my wife and family" and he said " what do you want to stay here" and I said "I don't want anything to stay here, I have made up my mind I am going back to my trade, I will still pay you rent and give you back your books but I am not going to be responsible for the boat yard, I will help you any time I can do it." He said "I will tell you what I will do, I will take you to the Bank, split it in half with you

it was half yours any way in the first place, and you say I cannot change it, to prove to you I am not going to change it, the will, I will give you a piece of ground to build a house on". I said " that is an awful cold place we are living in", and he said "how about it, I will take you down town and draw the money out and give it to you", so the next day he took me in town and did just that.

CROSS EXAMINATION.

(Rouse)

1. What did he do?

A. He turned $4300 over to me the next day.

2. Who went to the Bank with you?

A. Just Captain Wickart and I.

3. Was he interviewed at the Bank by any one before this was done?

A. Yes he was, by Miss Wessell, she took him in the same room.

4. Were they alone, out of your presence?

A. For about ten or fifteen minutes.

5. After they came out what happened?

A. They called me in there and did the same thing they did the first time, they asked him if he realized what he was doing and he said " yes".

6. And she said " you realize, Captain, you are giving this money, $4300, to this man" and he said "Yes", and she said "is that what you want that man to have" and he said "yes", and I think she took fingerprints of him and got him to sign and me to sign.

7. What did you do with your money?

A. I just left it in the Bank, left it there in my own name.

8. When was the deed to the property executed?

A. Both happened pretty close to about the same time, about November.

9. How did you arrange for the execution of the deed?

A. He wanted to get Mr. Hall to come down to survey the ground so he got me to take him to Annapolis, and I did, where he got Mr. Hall to come down and survey the ground.

10. After the survey what was done,

A. After the survey he got me to take him to Mr. Marvin I. Anderson to prepare the deed.

11. Who went withyou to Mr. Anderson's office?

A. Captain Wickart and I went in together.

12. Who told Mr. Anderson to prepare the deed?

A. Captain Wickart.

13. What did he tell Mr. Anderson?

A. He told Mr. Anderson he wanted to have a piece of ground down there, 50 X 100, and that he wanted it put on the deed that he would have the right to run the business on that place until his death.

14. How much did you pay Captain Wickart for the property,

A. I paid him $25 what he asked for it?

15. At whose suggestion was that paid?

A. Capt. Wickart asked me for $25, and when I saw the deed made out I said to Captain, " he has only got $10 on there" and Captain said to Mr. Anderson " why do you put $10 on there. the man is paying $25" and Mr. Anderson said "I don't care what you pay him, whether a thousand or more, we only put $10 on there to make it legal."

16. The deed was signed and later recorded? Did Captain Wickart ever tell you why he changed the bank account from your joint names to his own?

A. After we came back from the Bank.

17. Tell me what Captain told you was his reason for changing the account?

A. After we came back from the bank he said "come on in the house, I want to have a talk with you".

He sat down on the couch and I in the chair, and he said "I want to tell you something you did not know,- the reason I changed that bank account in my own name I did not trust you" and I said "if you did not trust me, tell me what it was and I will straighten it out", and he said you have been collecting Mr. Cecil's rent on me" and I said "I did not collect his rent, he has never paid me a nickel since I been here, the last time he paid you, I saw him pay you by check, and bring it in the house" , and he said "what are you trying to tell me, I am not holding it against you" and I said "No, I don't want to forget it. Suppose you get Cecil to get that check from the bank,"and he said "O.K." and he did. He got Mr. Cecil and asked him to get the check, and Mr. Cecil brought the check down and Captain called me to the house and he handed me the check, and he said " what does this mean, Ted?" And I took hold of the check and looked at it and I said "IT only looks to me like the man has paid his rent and he made it out to you, and I turned the check over and saw his signature and I said " you signed it, you must have gotten it cashed." I said "I know what you mean, you are trying to prove I kept it out". He said "I don't remember signing it, and I don't remember getting it,"in front of Mr. Cecil. I said " he thinks I have been keeping your rent" and I said " did I ever collect any of your rent" and he said "No, I pay to Captain". I said "you take that check and ask the mail man and if he did not cash it see McLane and see if he cashed it, one of them might have.". A couple of weeks later I asked him if he ever found out anything and he said "yes, I got that cashed at McLane's" and I said " are you satisfied now" and he said " yes, that's all forgot about".

18. After that what work did you do?

A. I went on as usual pumping boats and repair some same as I did before.

19. Any difficulty between you and Captain thereafter?

A. No sir.

20. When was the first time you knew Capt. Wickart no longer wanted you on the place?

A. On Febryary 28th I knew he did not want me there any more because the Carmacks came over and gave me orders to get off the place in thirty days.

21. It was not until February 28th that you knew he did not want you any more?

A. Yes.

22. Had you had any words with Captain before that?

A. No sir, only about that check, that's all, that's the only time.

23? Did you tell Capt. Wickart at any time before you received notice from the Carmacks to get off the place, "I have got you,-"

*****Objection as leading.

24. Did you have any conversation with Captain with reference to the will or the deed to the lot, before you were told to get off by the Carmacks?

A. No sir.

25. What, if anything, did Captain tell you about his intention to sell the property to Carmack?

A. He never told me he was going to sell it, in fact he always told me he would never sell it to anybody.

26. Were you at home when Mr. Carmack came over to see Captain before the deed was executed to Carmack?

A. No sir, I was at work that day.

27. What do you know about the reason for Captain calling the Carmacks to his house that particular day or night?

A. I don't know what he got them over there for, I cannot figure that out.

28. What threats had you made to Captain?

A. I never did, or never would, and never will.

29. Had you threatened him at any time before Carmack came over to see him?

A. No sir, I never tthreatened Capt. Wickart.

30. How many people live around Captain Wickart within calling distance?

A. Ben Marx is one, and Corey within calling of the voice. These are all I know live near the property.

3 1. How close does Mr. Corey live to the house?

A. Somewheres within a block or two.

(Court

32. You would not expect his voice to carry that distance?

A. Probably not.

33. Any one occupying the house on the Wickart land around February or March?

A. George Mace occupied the house next to us but not all the time.

34. Who else was living near Wickarts the night Carmack came to visit him?

A. There was another man up near the point on Wickart's place, but whether he was there or not I don't know.

35. When did you first notice the Carmacks begin to visit Captain Wickart?

A. In the Fall, around wood cutting time, Mr. Carmack would come around and ask Captain to lend him his Model T truck.

36. Was that in the Fall of 1947?

A. Yes, asked him to lend him his Model T truck to haul some wood in.

37. Were you there?

A. Yes, I was there, I was close by, I could hear what they were saying. So Captain Wickart said " we will go over and see Ted", so they both came over and saw me and Capt. said "Ted you don't care if I lend Carmack the truck" and I said "No, it belongs to you, you do what you want to."

38. How many times after, in the Fall of 1947, did Mr. or Mrs. Carmack come over there?

A. Mr. Carmack did not come around much, that was the first time he came outside of 1946, when he came there to borrow the truck.

39. What did Captain tell you caused him to sell his property and to change his will?

A. He did not tell me what the cause was, he just said "I have sold to Carmacks the whole place", and I said " why did you not sell it to me, you know I have $4,000, you know I could havebought it from you", and he said " you did not ask me", and I said " you always told me you would not sell this property to anybody, I am surprised you sold him what you did", and he said "well, Mr. Carmack is your boss."

(Court) 40. You don't figure you bought that from him?

A. No sir, he gave it to me.

41. On this particular night the Carmacks came to see Captain, before Carmack took him to Baltimore to change his will, who remained in Captain Wickart's house?

A. I was/not in there in the day time because I was working, I was only there that night.

42. Who stayed in there with Captain that night?

A. I was in my own house.

43. Any one with the Captain that night, if you know?

A. Yes sir, there was some one with Captain, Mr. and Mrs. Carmack were there.

44. How long did they stay there?

A. They were there until I went to bed, we got tired setting up.

45. When they left who remained with Captain?

A. I did not see them when they left, I don't know, I was in bed.

46. Did you see any one else come on the place to go see Capt. Wickart?

A. I saw Dick Carmack and his wife, they were all together.

47. What time did he come there?

A. I think they got there about the same time, I did not see any of them leaving they did not leave while I was up.

48. When was the first time any demand made of you by Capt. Wickart for the return of the $4300 and the property?

A. After I had moved away, I was ordered to get off and I moved away.

49. When was the first time Captain made any demand on you for the return of the money and the lot of ground?

A. After I had moved away.

50. In what way did he make this demand?

****Objection. Overruled.

A. He sent for me to come to his hiuse, Capt, Wickart did.

51. Did you go?

A. I went to Capt. Wickart's house, and Dick Carmack and his wife were there at the time, and I had another young man with me at the time, and Captain said " sit down I want to have a talk with you", and I aat down, and he said " Ted, you have to give me that piece of ground back, if you don't I am going to sue you" and I said " is that all you want to see me about" and he said "No, I want to see you about something else" and I said "if you had me come down here to talk about that in front of the Carmacks I am not staying, I am going" and I walked out.

52. Did he ever come to see you later?

A. No.

53. What was the next knowledge you had, service of the suit?

A. When I got the notice.

54. Would you have continued to live on the place and work for Captain Wickart if you had not been evicted?

****Objection.

55. Why did you leave Capt. Wickart's property and stop working for him?

A. I was ordered to vacate, I was not allowed to walk on the property.

56. Who kept you off?

A. Carmack, he told me where I could walk, I had to walk, I was not allowed to get a drink of water, to go to the toilet, I was told I did not own anything on that place, what was mine was Mr. Carmacks he bought everything on it,-

57. Who told you that?

A. Mr. John Carmack.

***Motion to strike out? Granted. Strike out.

58. What improvements did you make to your lot after you acquired it?

A. I rebuilt the whole whard and cleaned all the rubbish off the grounds, and I had a well driven immediately after Captain turned the property over to me.

59. Was there a pump attached to the well?

A. Yes.

60. Where is that?

A. The pump disappeared shortly after I was made to vacate.

61. What money was spent to get that in?

A. I spent $225 to have the well driven and the pump cost me $8.and something.

62. Howmmuch time did you spend in clearing the lot?

A. I was over there I would say about a month altogether fixing up the wharf and the lot and one thing and another.

63. Were the gasoline pumps working down at the wharf when you left?

A. Yes.

64. Did they ever get out of order?

A. Sometimes the gasoline pumps would not work, had trouble with one or the other.

65. What complaint did Captain Wickart ever make to you about gasoline pumps?

A. One day Captain Wickart told me to come to the ice house and I went down there and he said " I want to show you something"

and he pulled the receptacle apart and showed me a piece of wire broken. It had been a couple of weeks after they mounted the tank on the end of the wharf, and he said " what's this wire off here, how did that get off", he said " this wire is off", I don't know how the wire got that way but the wire was broke in half. I said "you know yourself the man who put the pump on the end of the wharf were in here, maybe they had something to do with it", and he said "you cannot fool me like that" and I said "don't think I did it because I am going to get some tools and fix it".

66. When was this?

A. In 1947 right after we got the gas on the end of the wharf, in the middle of the Summer.

67. Was that before the last change in the bank account or after?

A. Before that.

68. Did you ever have any conversation with Richard Carmack in front of Captain Wickart?

A. I had him call me names in front of Capt. Wickart.

69. Did you ever make any threats or demands of Captain Wickart in front of Richard Carmack?

A. No sir, I never made any threats of Captain Wickart in front of Dick Carmack or anybody else.

70. Did you ever state to Captain Wickart in Richard Carmack's presence, "I am going to collect every cent I can from Captain Wickart?" ******Objection.

A. Never said it, no sir.

71. Did you ever tell Richard Carmack you were going to make Captain Wickart a pauper?

****Objection.

A. Absolutely not.

72. You say you received Notice to Quit the property you were occupying formerly owned by Capt. Wickart, is this the paper March 16th, 1948 addressed to you and signed by Hugh K. Holmes, is this the letter you received from him?

*****Objection. Sustained. Already established that Wickart sold the property. Exhibit X filed.

73.. Capt. Wickart testified that in the month of February, 1948 you said to him, in substance, " Cap, I got you where I want you, I have my foot on the ground and you cannot get me off, and you can't change your will, I am going to tend to that right away", did you then, or at any time, make that statement, or any other statement in words or substance, such as that?

****Objection. Overruled?

A. No sir, never did.

74. What amount of money were you obliged to pay for the examination of title and survey in the matter of the deed?

A. About $125.

75. Did you pay Capt. Wickart for all gasoline you used for your own interests while living at Captain's place?

****Objection. Over ruled.

A. Yes, paid for all gasoline I used.

76. While you were there did Captain ever travel alone any place?

A. Yes.

77. When did he do that?

A. He would go to town sometimes by himself before the money transaction and also afterwards.

78. You mean the $4300?

A. Yes.

79. How frequently would he go alone?

A. He would go sometimes once a week , and then maybe would not go for a couple of weeks, sometimes he would call a cab and the cab come to the house and get him.

80. You know he travelled by cab?

A. Yes.

81. Any other time any other way used by him alone?

****Objection by the Court.

A. Yes, sometimes some of the men from the boat yard would take him to town occasionally.

82. What work, if any, did he do around the place after you got the deposit of $4300?

A. He would repair row boats, and repair 20 to 22 foot boat alongside the ice house, and serve gasoline.

83. How many days a week would he be doing that?

A. He would be doing something almost every day.

84. How long during the day would he work?

A. I have seen him work all day long on the row boats and all day long sanding off the boat on the ice house,- I don't see how he did it but he did it, stop half an hour or three quarters for dinner.

85. That work included repairing boats and selling gasoline?

A. Yes.

86. You were on the stand when Court recessed on Friday afternoon?

A. Yes.

87. With whom have you discussed this case since Friday afternoon when Court recessed?

A. I have not discussed it with anybody.

88. Is it true that 7 o'clock Monday night of this week you were at Mr. Goodman's office going over this case with Mr. Goodman?

A. I was in Mr. Goodman's office 7 o'clock Monday night but I was not asked no questions, I brought my wife down.

89. No questions were asked you at all?

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

90. What did Mr. Goodman say to you?

****Objection as to form of question.

A. He spoke to me in the usual way, "Good evening Mr. Richardson" and then said he wanted to ask the wife a few questions, and when we left he told us he would see us today at 11 o'clock.

91. The case was discussed with your wife?

A. Certain questions were asked my wife.

92. Certain questions were asked you?

A. I don't remember being asked any questions.

93 (Court) You joined in the conversation a little bit and put in a word now and then?

A. I don't remember, I might have, and I might not, I don't remember, I would not doubt your word, I might have.

Cross Examination Continued.

94. You came to Capt. Wickart's place you lived there permanently after you gave up your radio business?

A. Yes.

95. You did that at considerable financial sacrifice, is that right?

A. I would not say that, I sold my radio business and I came down there to take a rest.

96. In the year 1944 how much money did you make at the radio business?

A. I don't remember, but it was not a whole lot, not so much.

97. How about 1945?

A. I turned in my Income Tax, I don't remember.

98. Suppose I tell you your Income Return shows in 1944 you reported taxable income amounting to $1245.29,-

****Objection. Overruled.

A. It was around that.

99. And in 1945 you reported to the Federal Tax bureau $1392.89 taxable income?

*****Objection. Overruled.

A. I think that is about right, somewhere near it.

100. In 1946, you testified you sold the radio business, on May 10th, 1946, prior to that time you had been operating the

radio business and making money, making something out of it?

A. Yes.

101. You sold out and ended up with $900 cash?

A. Yes.

102. In 1946 your Income Tax return you reported to the Federal Government $295.38?

A. I don't remember that.

103. The Reports you showed me showed you made $240 working for Glenn Gardens in 1946, and $38 working for Henkel and Horsmann, and $18 working for Sorenson,-

A. That's right.

104. Did you report any income from your radio business in 1946 although you had sold it?

A. As far as I know I have reported everything.

105. I ordered you to furnish me with Income Tax return for 1946 and they show no report from the radio business in that year.

****Objection. Over ruled.

106. In 1946 you moved to Capt. Wishart's place on a permanent basis?

A. Yes.

107. You made money working in the boat yard for him?

A. In 1946 I made a little, it was not much.

108. You did not report any of that to the Federal Government?

A. I was told was not enough to report so it was not turned in.

109. In 1947 you filed a Report to the Federal Government?

A. Yes.

110. That indicates you received $1275.60 from Henkel and Horsmann, is that right?

A. Pretty close.

111. You received $214.30 from C and C Co. in 1947, is that right?

A. It's probably right if it's onthe return.

112. And you received $136.30 from J. F. Williams Co. for work done in 1947, is that right?

A. Yes.

113. In 1947 you made sums of money working for Captain and you reported none?

A. That was separate, I was told I did not have to report it.

114. How much was paid you?

A. I did not count it up.

115. Suppose I tell you the receipts for 1947 on the adding machine for the year 1947, show you received $538.75 for labor performed by you in making repairs to boats, would that be about all?

A. I don't know, some of those bills I showed you I did not get paid for.

116. You told us at the time of taking the sepositions that some were lost, you did not have all.

A. I told you in 1946 about two might have been lost.

117. And some of 1947 might have been lost?

A. No.

118. They show you made $538.75 for labor and repairs in 1947.

A. You probably included those I did not collect for.

119. You received other money while working at Captain's place?

A. Yes, I would say I received about $100.

120. Suppose I told you the receipt book shows you collected in rents in 1947 while at his place, $1122.16, that would be about right, would it not?

A. I would not know because I don't have the books. I gave the books to Carmack when I was ordered to vacate, I have not seen them sence.

121. I am talking about your receipt stubs you gave your attorney because I ordered you to produce them?

A. That's right.

122. They indicate in 1947 you collected $1122.16?

A. I don't know, I know Captain Wickart got his share.

123. You don't deny that?

A. I cannot.

124. Out of that you kept one-half?

A. One-half of the boat rents is right.

125. There is an additional sum one-half of $1142 you made down there, and you also failed to report that with the Federal Government?

A. I was told I did not have to turn that in because not anything made down there .

126. The fact of the matter is you actually received in 1947 all told according to the receipt stubs approximately $1100, is that right? For rents and for labor performed in 1947 you made altogether $1100 from the work you did at Captain's place, plus $1626 from work you did on the outside or a total of $2726, is that right?

A. I don't know, I did not count it up.

127. That figure is just about twice what you made in 1944 and 1945?

A. I don't know.

128. (Court) Why don't you know?

A. I did not count up how much.

129. You know how to count?

A. Yes.

130. You don't know the exact amount you know you got approximately $2700 in 1947?

A. Might have been close to that.

131. Who kept the records after the Summer of 1946 on the boat yard?

A. I did.

132. Capt. Wickart keep any of them?

A. No sir, he said he could remember everything.

133. You kept all the records?

A. I kept the record when somebody paid the rent.

134. You kept all the records? You collected all the rents from the people?

A. I would not say I collected all, Captain would collect some and bring to my house and divide up and the same thing with me.

135. You collected most?

A. I collected most.

136. Most of it?

A. Yes.

137. How about the houses?

A. Wickart collected most of that, I collected from the man next door, I think I collected twice from the man up at the other end, I had a right to because he kept his boat there.

****Objection by the Court.

138. What was his name?

A. Mr. Janetsky,

139. I show you this Record book on the fly leaf of which it says " property of Edward J. Richardson,"was this the book you kept?

A. Yes.

140. Are these the records you kept?

A. Yes.

141. Why is it approximately twenty pages are torn out?

A. Because when I first took that there were records of boats that had nothing to do with what I had to tend to, they were gone.

142. I notice a great many pages left in the book and the last notation says " went away and took boat away", did not tear those up?

A. Those that were left no use keeping record of because not there any more?

143. I also notice on the back fly leaf, somebody gone to a great deal of trouble to tear it out, some writing in there, what was the writing in there?

A. It was a record I put there myself of Wickart where he was born and where his mother and father were born, the Doctor asked me to take care of it.

144. Why did you tear it out?

A. I tore it out so that the Carmacks would not get that information.

145. On page 4 of this record book appears the name of Herman Janetsky, in your writing, indicates you collected rent from him, July 1st, 1947, January 1st, 1947 and October 1, 1947, $54.

A. That does not mean I collected it. It's written in there, I wrote it, means that the man paid on those dates.

146. On page 28 of the record book is account of W.H.Ellis, you remember him?

A. Yes.

147. And that is in your hand writing, it appears September 28th, 1947 he paid you $350, what was that for?

A. He paid me $350? That is something you don't understand.

148. What is it?

A. That is not money collected, the man wanted to sell his boat and I put that down to remember what he wanted for his boat, he wanted $350.

149. Did he sell it?

A. I don't think so.

150. Ever sell any boats down there and receive a commission?

A. Yes.

151. Did you give Wickart any of that?

A. He was not entitled to any of it. I was told not to mention it to Captain, he was a friend of Captains and he did not want him to know about it.

152. How much commission did you receive?

153. On the next page, on the next to the last page, there is a list of names and amounts of money opposite them, total of $340.50, what is that?

A. I think that is money that is owing, that I did not collect I just wrote it down as notice to him how much was owing to him.

154. How much rent did you pay for the house you occupied?

A. $10 a month in advance.

155. Did you keep a record of it in your record book of your payments?

A. Yes.

156. How were you in the habit of paying that?

A. Once a month, every month regularly.

157. Capt. Wickart would give you a receipt for it?

A. He would sign a receipt.

158. I show you page 46 of the record book in which the name "Richardson, $10 a month" appears. That page indicates you were in the habit of paying your rent every month regularly?

A. I don't have the book.

159. It indicates you paid rent June 6, 1946, December 12, 1946 August 7, 1947, September 7th, 1947, January 11, 1948 and February 7, 1948, would that be right?

A. That's right.

160. You did not make payments regularly then?

A. Yes, I made the payments every month from the time I went on that place, this is a new page, the other page was out of there, I went back to 1946 and 1947 and from then on and from then on I kept account, the date they were paid is on there, it was paid every month without fail.

161. We asked you to furnish us with all receipts and you told us you received a receipt from Capt. Wickart every month when you paid your rent? And the onlt receipts you furnished us with were for the dates just enumerated?

A. I gave you everything I had, and the receipts were all hanging up on a nail in the kitchen, I don't know whether they were there when I moved away, were stacked on a piece of nail, I don't remember taking them down.

162. It just happens those between July, 1946 and November, 1947 all disappeared?

A. That's where my receipts were put in the house.

163. Was there a telephone in Captain's house?

A. Yes.

164. One in your house?

A. No.

165. How about the other houses, they have telephones too?

A. No.

166. On Friday you testified you spent $225 to dig a well on t the lot of ground to which you secured a deed?

A. Yes.

167. Did you pay that money?

A. Yes, I paid that myself.

168. You paid $225 yourself?

A. No, not all of it.

169. Is it not true your wife borrowed $100 on December 2nd, 1947 which is yet to be paid?

A. No, she borrowed the money and it has been paid back.

170. When was it paid back?

A. Paid back the next day in cash.

171. Where did the cash come from?

A. From the Bank, it was out of a pay envelope, I had been laying bricks.

172. You had a pay envelope with how much in it?

A. It was a full week's pay there.

173. Did you receive more than $100 a week?

A. I had money in my pocket too, the man got the money back, I have a receipt that I paid it back.

174. Have you got the receipt?

A. Yes, there is the receipt. Capt. Wickart signed it and gor the $100 back the next day, that is the way he makes receipts.

175. Who lived in the house with you, your wife?

A. We lived there by ourselves with the children.

176. Did your brother-in-law stay there with you sometimes?

A. I had a brother-in-law rented the house next door for a while, he was my wife's brother.

177. You saw a good bit of him?

A. He helped me right smart, he helped me clean the place up.

178. He is now in jail?

***Objection. Sustained.

179. Have you ever been in trouble before?

****Objection. Sustained.

180. Have you ever been convcited of a crime?

A. No sir.

181. How did it happen in June, 1947 you had been in this county thirty days you suddenly decided to apply for citizenship?

****Objection. Sustained.

182. Did Capt. Wickart have any blood relatives here?

A. I did not know of any, he told me he did not, there is none I know of.

183. Who was it suggested your wife be made Executrix of Capt. Wickart's will?

A. The Lawyer, Mr. Briscoe.

184. You recall we took your deposition in our office on Sept. 15th, 1946, don't you?

A. Yes.

185. Did you testify then at that time you said to Mr. Briscoe, "I don't see why my wife would not be Executrix"?

A. After Mr. Briscoe mentioned it I said something like that and Captain said that was just the way he wanted it.

186. When did you first condult Mr. Goodman about this?

A. Just about the time I had notice to move.

187. He come to your place or you come to him?

A I came to see Mr. Goodman.

188. He came out and talked to Captain Wickart?

A. He came to the place, yes.

189. That was in March, 1948?

A. Yes.

190. Did you tell him one of the reasons you wanted him to come out there you wanted to sue Mr. Wickart?

A. I don't remember anything like that.

191. You don't remember Mr. Goodman telling you he did not think you had any kind of a case?

A. I did not say sue, I figured I was entitled to some money I had worked for down there and being kicked off the place, I saw Mr. Goodman to see if I could get some of that money back.

192. (Court) You thought Goodman would be able to talk him out of it?

A. I did not know Mr. Goodman. I was going down there to see Mr. Wickart myself.

(Rouse)

193. What was the condition of his health?

A. His health was fairly good for his age,

194. Eyesight very good?

A. Yes.

195. When did it begin to fail?

A. He got sick in the middle of September.

196. Before you said he had complained about a bad rupture?

A. Yes, around the 1st of August he complained and I sent him to the Doctor.

197. Did you tell us you saw the rupture?

A. Yes, it was the size of a watermelon. The size of an eggplant a watermelon is pretty big.

198. He got sick in September, was it sudden or gradual go down hill?

A. It started with a cold.

199. Did it last very long?

A. The cold was not so bad, but about September 7th he caught more cold, he was coughing and getting around, the following week he got worse and had to go to bed.

200. During the time he was sick, did he know what he was doing?

A. He knew what he was doing until he got delirious.

201. Did he take a long time to get back?

A. He was delirious about two days, it did not take him long to get around, I had to get him up on my shoulder and take him around, then I made him two canes.

202. Did he sometimes fall down and you had to pick him up?

A. That's when he used canes, somebody had to halp pick him up.

203. That lasted for a long time?

A. I would say about two weeks, not over three weeks, he used the canes, he was eating at our place at that time, we cooked for him.

204. His Doctor was Dr. Breit?

A. That's right, he just recently died.

205. You took over the operation of the boat yard with Capt. Wickart's permission?

A. That's right.

Recess for lunch.

206 (Rouse)

You left Halethorpe in May, 1946, did the Health Department order you to leave that house, is that true?

***Objection. Sustained.

207. When Captain turned over $4300 to you, what did you promise him to do?

A. Captain did not ask me to promise him anything.

208. What promise did you make to him?

A. I was not asked to make any promise.

209. Did you make any promise?

A. Not that I know of.

210. What did you understand the reason for his giving you $4300?

A. He gave me $4300 because he claimed that would be one-half the bank account, and it would automatically put it like it was as much ones as the other on a cash basis, so would be absolutely mine and he could not take it away from me like he did before and change the bank account.

211. You claim you made him no promise at the time he gave you the $4300?

A. No sir.

212. You also claim that this was a gift to you by Captain Wickart for no reason at all?

A. It was a gift to me.

213. How did you go to get him to make this gift to you?

A. It was his own idea.

214. At one time there had been an account in the Savings Bank of Baltimore in your name and Wickart's?

A. Yes.

215. You never had possession of the Bank book itself?

A. I did not have it, no sir.

216. In October, 1947 that account was changed back to his name alone?

A. Yes.

217. How did you happen to find that out?

A. A letter came from the Register of Wills office and my wife went up and brought the letter down and said " here is a letter for Cap" and I said " that is a letter from the Register of Wills, he has made a change".

218. As soon as you saw the letter from the Register of Wills you, without opening the letter, knew that he had changed his account?

A. Yes.

219. Did you or your wife take the letter to Captain Wickart?

A. I took the letter to him, he opened it while I was there, he handed it to me and I read it.

220. What did you say to Captain on that occasion?

A. I said "Kaptain, I did not think you were going to do this, you promised me you would never change anything, and now you have changed the account back to your own name,- did I do anything to make you mad?

221. At that time you told him you were disgusted with him?

A. I told him I was disgusted and would go back to my trade.

222. Did you tell him you were disgusted and going to leave the place?

A. I did not tell him that, I told him I was going back to my trade and I would help him when I was through work if he needed me.

223. You were working at your trade in 1946, you also made $1600 in 1947?

A. That was in the Winter time.

224. Never worked except in the Winter time?

A. I did.

225. Who took care of the boats in the Winter?

A. I would go down late in the evenings, and I had holidays and all day Saturdays and Sundays, any day I could work on it.

226. When you saw that letter from the Register of Wills you told Capt. Wickart you could smell a rat?

A. I told my wife "I smelled a rat, I am going to take it over to him and see what he says."

227. You told your wife you smelled a rat?

A. Yes.

228. After you told Capt. Wickart you were disgusted with him and going back to your trade, he begged you not to leave?

A. Yes.

229. He begged you not to leave him because he was afraid of being left alone in the world?

A. No, he told me he did not want to be left there to look after the yard himself, he needed help.

230 Or he needed somebody to look after him?

A. I don't remember he said that exactly, I was looking after him, I would do anything for him.

231. You were actually running the whole show?

A. There was no show, plenty of work, I was running the whole thing.

232. You were boss?

A. That is the orders he gave me that I was boss.

233. After Captain Wickart begged you not to leave the subject of this $4300 came up,- how did that come up?

A. I told him, I said "Cap, I did not think you would do this to me, you promised you would not change anything, now you have changed your bank account back into your name", and I said, "I am disgusted, I am going back to my trade", and he said "don't leave me, I need you, you can do anything here", he said "I will go back to the bank and put it back like it was", and I said "No, I don't want you to do that, you might come back the following day and change it, how do I know , I cannot put any dependence in you, when you change it once you will charge it again",- "I will rent the house from you and work, I am willing to help you around here, I am going to stick to my trade, I have a wife and family to look after, and I cannot let them go on like this".

234. Then you told Capt. Wickart you would be satisfied if he gave you half?

A. I did not ask him for that money whatever, that's the way he wanted it, and that's the way he had it put himself.

235. You told him if you got one-half, the $4300, and half of the business you would stay on?

A. I did not tell Captain Wickart no such thing.

236. Did he not say to you if he gave you a piece of ground would that satisfy you?

A. Yes, I said "I will be tickled to death because I want to build a home so I would like that".

237. He did ask you if you would be satisfied if you would stay if he gave you $4300 and a lot of ground?

A. Yes.

238. You told him you would be satisfied and you stayed?

A. Yes.

239. Took care of the boat yard and looked after Captain?

A. I told him "long as you live you have nothing to worry about I will look after you, and you can stay with me as long as you are alive I will see you through."

240. As a matter of fact this was not just a gift to you it was just as you described, he gave you $4300 and you told him you would take care of the boat yard and take care of him.

A. It was absolutely a gift.

241. Did you or not make an agreement?

A. After he told me what he was going to do I told him what I would do for his appreciation of me, I thought I should do the same.

242. What did you do with that $4300?

A. Left it in the Savings Bank of Baltimore.

243. Still there?

A. No.

244. What did you do with the money?

A. After I was forced to vacate I was looking for a place to rent. I wanted to get a load of lumber to build a house on the ground, so much contention and cursing around there my wife would not let me do it, she said "I cannot stand living alongside

of these people cursing the way I have to".-

245. I asked what you did with the money?

A. After I vacated, or just before I vacated, I found a place on Rock Creek, it was wood and I wanted brick, my wife liked it and she wanted it and could not find anything else, and she said "might as well take it", and I said "wait a week" and she said "might not find another place, this man wants to sell right away", and I got $3,000 and put in that place.

246. That was the house mentioned in the Bill of Complaint filed by Wickart?

A. Yes.

247. What did you do with the rest of the money?

A. I used it to make payments on the house, somewheres around $37 a month and I had other bills I had to pay.

248. How much in that account at the present time?

A. $100.

249. On March 19th, 1948 you drew out $1200 what did you do with that?

A. I had bills to pay and different things just one way or the other.?

250. Two weeks earlier you drew out $2,000 to buy this property?

A. Yes, I had to have stamps and one thing and another besides.

251. How much mortgage on that place now?

A. $2,000.

252. Who holds the mortgage?

A. The Building and Loan Association, North avenue and Calvert sts.

252. Going back to the receipt stubs, your practice was when you made collections for boat rent to give a receipt to the person who made that payment?

A. Yes.

253. Then what did you do far as Captain was coneerned?

A. After the man paid $4 for the rent of the boat and pumping it out, I would take $2 to Captain Wickart.

254. Would he give you a receipt?

A. No he would not, and I did not give him any until after November 2nd, 1947, he agreed to sign his name on the receipt stub to prove he got his half.

255. November 2nd, 1947 was first time he did that?

A. Yes, because he had something to say about rent I never had collected, and I said " from now on something have to be done so I can prove you got the money, and from then on he signed his initials on the stubs and his name to the rent receipts, and the boat receipts I always signed and he put his initial on the stub to prove he got his half.

256. And also appears in November, 1947 you resumed taking receipts from Captain at the time you paid rent, is that right? You have no receipts from June 29th, 1946 to November 8th, 1947?

A. A lot of the earlier receipts were thrown away but the later receipts we kept.

257. Are these all the receipts for rent paid by you to Capt. Wickart?

A. One here is not, this was paid to Mr. Carmack March, 1948.

258. All the others are paid by you to Captain Wickart?

A. They are some of the receipts.

259. They are the only receipts you have?

A. Yes.

*****Plaintiff's Exhibit A filed.

260. I also hand you stubs of receipt book for the period July 8th, 1946 through October 6, 1946 that is in your hand writing is it?

A. Yes.

261. It represents money collected by you, is that c orrect?

A. Do you have to read all of them? They are receipts I ordered you to give Mr. Goodman and he turned them over to me.

A. Yes, that's money collected by me.

262. Also show you receipt stubs October 7, 1946 to December 24, 1946 and ask you does that represent money collected by you?

A. That's right.

****Plaintiff's Exhibit B.

263. That also covers period January 4, 1947 through Februa ry 17, 1947?

A. Yes. ****Plaintiff's Exhibit Exx C

264. I also show you receipt stub book October 8, 1946 to May 11th, 1947 in your hand writing and represents money collected by you, does it not?

A. Yes.

*****Exhibit D.

265. Here is another set of stubs May 11, 1946 to July 6, 1947 in your hand writing, represents collections made by you, does it not?

A. That's right.

*****Exhibit E

266. I show you another book of stubs covering period July 9th, 1947, in your hand writing and represents money collected by you does it not?

A. That's right.

*******Exhibit F

This one here was money collected by me and was money for me. I collected $40 for fixing the man's radio.

267. Here is another November 9, 1947 through December 7, 1947 also represents money collected by you does it not?

A. On here Capt. Wickart started signing November 2, 1947.

****Exhibit G.

268. Here is another book of receipts covering the period November 16, 1947 to December 28, 1947, also represents money collected by you, does it not?

*****Exhibit H

269. I also hand you record book, will you please identify that as your book covering the business of operating Wickart's boat yard?

A. Yes, Captain gave me the book and told me it was mine.

270. And all the records of the boat yard are contained in this book?

A. Yes.

****Plaintiff's Exhibit I.

271. This is a bank book in the name of E.J.Richardson, showing balance as of March 19th, 1948 of $100, is that the bank book for the account you opened October 27th, 1947?

A. That is it.

*****Exhibit J.

272. Bank book 15740 in the name of E.J.Richardson in The Co. Trust Co. of Glenburnie, showing a balance June 15th, 1948 of $10.70.

****Exhibit K

273. In 1946 you did certain repair work on boats which were tied up or hauled out of the water at Capt. Wickart's boat yard?

A. Yes.

274. I show you four bills and ask you to identify those?

A. Those are bills I made out, except those two have not been paid in full and these have.

****Exhibit L

275. I show you a group of bills for repairs made during 1947 by you and ask you to identify those?

*****Exhibit M

A. I have collected on these, but these two I have not collected on. One in the amount of $37.85 and one in the amount of $12 were not paid?

276 The balance is practically $140?

A. Yes.

277. Take the bill of Mrs. Blair Middleton, dated Sept. 10, 1947 in the amount of $206.93, I ask you to look at that bill and tell us how much of that bill was kept by you and how much was not kept by you, and if not what was done with it?

A. This was the biggest bill ever collected by me $206.93. There was hauling and pulling out boat $8, and $4 was mine, and

one side track,was $4 and $2 was mine; 3 qts. white paint used on the boat $4.80 went to Captain Wickart; 1½ gals. copper paint, $8.45 which went to Capt. Wickart; 2 pounds of "stay tight", 80 cents went to Captain; 10 brass washers, at thirty cents/I think I bought them I believe that went to me; 4 brass bolts 40 cents that went to me and there were six galvanized bolts, 18 cents, which went to me; there were two batteries charged $2 went to Captain; there were 89 hours of labor at $2 an hour which went to me, $178.

278. Have you any receipts to show you paid any of that to Captain Wickart?

A. No, I don't.

279. Do you have any receipts on any of the 1947 repair bills? Those which you indicate you collected and paid to Capt. Wickart, any sums of money represented in this group of 1947 repair bills were paid by you to Capt. Wickart?

A. A. I don't have any myself, he should have them there were always three made out, one I kept, one the man got and the other Captain Wickert took home.

280. You have no receipts?

A. No, I just have these, but he should have his receipt where he got his.

281. I ask you to identify this copy of an individual State of Maryland Income Tax return for 1944 of yourself and wife?

A. Yes. *****Exhibit N

282. And 1944 Return for the Federal tax for yourself alone?

A. That's right.

*****Exhibit O

283. Here is another typewritten copy of State Return for the year 1944?

****Exhibit P

284 Here is a copy of your return and your wife's return to the Federal Government for the year 1945?

A. Yes. ****Exhibit Q

285. Here are withholding statements for the year 1946?

A. Yes. *****Exhibit R

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286. In this you are listed as Theodore Richardson?

A. My name is Edward but some thing I am Theodore because I am called Ted.

287. You identify this "R"?

A. Yes.

288. Here are three withholding statements for the year 1947?

A. Right.

*****Exhibit S

289. Also a withholding receipt for the year 1945?

A. Right.

****EXHIBIT T

290. You were ordered to produce all of your Federal Income Tax returns for 1944, 1945, 1946 and 1947. The papers I have just introduced and read represent the only papers you have turned over to your attorney and he turned over to me.

A. Everything was filed that I thought should be filed, and if I am to pay any more I will pay it, I am not trying to hook anybody.

291. I hand you a repair bill made out to Ralph P. Milburn that is not listed, but included in 1946 and 1947 group of bills because it was not added, can you tell us what year that was?

A. 1947.

******Exhibit U

292. Attached to it is a copy also marked "paid" indicating out of the total amount $12.80 was paid to Capt. Wickart?

A. That's right, that was Captain's share of it.

Re-Direct.

(Goodman)

1. What receipts did Captain give you when you gave him money for the work you did on the boats docked at his wharf?

A. Captain did not give me any receipts.

2. Is that why you did not produce them?

A. Yes, after November 2nd he promised to put his initials on the stubs and he would sign those and leave them with me,

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but none happened after November 7th.

3. While you were working on the place who told you what to do?

A. Captain was always telling me what to do, but some one wanting a boat repaired they would tell me what to do.

4. What did you mean when you said you were told you were boss?

***Objection.

5. About that sum of money amounting to $1122.16 whichcounsel indicated was money collected by you for rents, was that rent for boats and houses or just boats?

A. I think what he meant was boats and houses, I think he got it out of the book, It was for boats and houses.

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

(Goodman)

1. State your name and address?

A. Mrs. Louise Richardson, I am 29 years old.

2. You are the wife of Edward Richardson, one of the defendants in this case?

A. Yes.

3. When did you first become acquainted with Capt. Wickart?

A. A couple of weeks after my husband took his boat there to be repaired.

4. Did you eventually live there?

A. On week-ends, yes.

5. When did you eventually reside there permanently?

A. About May of 1946.

6. What house were you occupying then?

A. Two rooms, then I moved into four.

7. While Ted was there tell what work you observed him doing?

A. I saw him working around there all the time, pumping boats and all.

8. Did Captain help him any?

A. Sometimes.

9. You remember when the $4300 was transferred to your husband's account?

A. No, I don't know when.

10. Do you know there was $4300 given your husband?

A. Only what Cap told me.

11. What did he tell you?

A. When I went over there Cap said "How do you like your bank account", and I said " that's a lot of money to give away, you ought to have thought that over".

***Objection.

and he said "I want you to have it because you have been so good, and I have enough money to last me, I might want to go to Washington or to town or to the Eastern Shore to visit,-

12. When did you learn a deed had been given, executed to your husband for that lot?

A. I don't know.

13. Who told you he had a deed?

A. Cap told me and he asked Betty Marks who was a surveyor, who was the surveyor who surveyed her ground for her, and Captain said " don't tell her what you want because I don't want everybody in the village to know."

14. After the money had been turned over to your husband what work did Cap do about the place?

A. Little odd jobs, sometimes worked on his own row boats or sanding the boat up by the ice house and did little odd jobs.

15. What work did he do just before you were asked to leave the place, what type of work?

A. It was in the Winter when we left, I know we both went down to pump the boat out, it must have been in January, we both walked on the ice together.

16. When did Capt. Wickart recover his health?

A. I guess around October or November, 1946.

17. What did he do around the place after he recovered in October or November, 1946?

A. He did the same thing I guess, he hauled the boats up, I don't know to tell the truth.

18. When you saw him around the place what did you see him doing?

A. Sometimes shoveling snow, sometimes putting ashes down the path, out getting wood or coal or something like that.

19. Who attended him while he was ill?

A. I did.

20. How long was he sick?

A. About a month.

21. Where was he when he was sick?

A. In his own house, I use to go over every day and take care of him, he had no control of his bowels, he would mess himself and I would wash him and put clean clothes on him and wash his clothes, sometimes he would fall off the bucket.

22. Who fed him?

A. I did, I fixed him whatever he wanted, I would always get it for him.

23. Did he ever talk to you about what Ted had been doing?

A. Said he could not get a better man, he use to tell people how good we were to him when he was sick and everything like that.

24. When did you first learn that Captain had sold his place?

A. The next day he told me, the day after he sold it. He told me he had sold the place, and I said " you could have sold it to us" and he said " you never asked me", and I said " if I had asked you to sell it you would have thought I wanted to get rid of you,- you told me you would never sell it to nobody".

25. Anything else said by Captain about the place?

A. No.

26. When had you seen Mrs. Carmack?

A. It was on Monday I am sure, I guess about 8 o'clock, there was a lot of snow and the kids said Mrs. Carmack was coming through the path and I said that was funny and she waved and said she would be over to see me. I waited a while and told them I was going to town, and she said "do you have to go" and I said "no" and she said "I want to take Cap over to the house" she had been calling him up, he had told me that, so I went over and told her I was going to town, and asked her to call a cab, and she told me to go out to the mail box and wait till the cab came by. At a quarter after six we came home and Mr. and Mrs. Ca rmack were there, and about an hour or so later the boy and his wife came. So the next day Ted left for work and I saw Mr. Carmack drive up and I walked out to the road with my little girl to catch the school bus and I saw Mr. Carmack in front of his road, so that's all I know.

27. That was right after they had gone out together that you were advised to get off the place?

A. Yes.

28. Mr. Carmack said you were listening at the window?

A. I could hear, did not have to listen.

29. Did you listen or did you not listen?

A. No sir.

30. Mrs. Carmack said you telephoned her the next day and cursed her out?

***Objection.

31. What was your conversation?

A. All I told her was I thought it was a dirty trick to play on me, she could have let me know something about it, I said I thought she was a friend of mine instead of an enemy.

32? In what way was she an enemy?

A. She could have let me know all this trouble was going on, I knew nothing about it.

33. (Court) You feel anybody interferes with your dealing with Captain was an enemy?

A. No sir. I had just been talking to her, she knew I was going to Baltimore, she knew I was going to build a house there, I told her I had a well driven on the ground and my intentions were to build.

34. When you left the house what fixtures were remaining there if you know?

A. I don't know, I did not move in.

No Cross Examination.

Henry G. Seabrease, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Goodman)

1. State your name and where you live?

A. Henry G. Seabrease, Jr., Disney ave., Pasadena, Md.

2. Do you know Mr. and Mrs. Richardson?

A. Yes.

3. How long have you known them?

A. About ten years.

4. You know Capt. Wickart?

A. Yes.

5. How longhave you known him?

A. Since sometime around August or September of last year, 1947.

6. Ever go down to his boat yard?

A. Yes.

7. What did you do down there?

A. I helped Mr. Richardson much as I could, helped side track the boats, sail out, and one time went down the Creek a way and helped tow a boat up.

8. What else did you do?

A. I helped pull boats out and paint them, that's about all I ever helped him do.

9. Was Captain Wickart there?

A. He would walk down once in a while and look around, I never had any conversation with him.

10. Did he do any work while you were around?

A. Not that I noticed.

11. How did the place look?

A. It looked pretty good to me, no rubbish around unless some paper somebody threw around there.

12. Between what months did you make visits to the yard?

A. From October, 1947.

13. Until what time, when did you make your last visit there?

A. The last visit I made was I helped him move down there.

14. What month was it?

A. I don't exactly know, seems to me February or March, 1948.

15. How many times, or approximately how many, did you visit the boat yard between August 1947 and February, or March, 1948?

A. Most every Saturday I would go and on Sunday night when I had an opportunity to go there.

16. What did you see Ted Richardson doing when there on your visits?

A. He always seemed to be pretty busy at that time getting boats ready for perople coming on Sunday, and on Sunday had to stay around to see that people got gas.

17. Did you see him doing any other work besides pulling up boats and selling gas?

A. On Saturday and Sundays both.

18. Ever talk to Capt. Wickart about Ted?

A. No sir.

19. Capt. Wickart ever talk to you about Ted?

A. We had very little conversation between us.

CROSS EXAMINATION.

(Rouse)

1. During that period of time was Ted always there?

A. Yes, he always came up and got me at my house.

2. Very close friend of yours?

A. Yes.

3. You don't knowwhether he was there on week days or not?

A. I work on week days I could not tell you.

4. Not much boat work done in the Winter time. Is he pretty busy on week-ends in the Winter?

A. From September on quite a few come down for rock fishing, and in the Winter time we use to go out in the boat with gasoline motor and cut the ice from around the boats.

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

(Goodman)

1. State your name and residence?

A. Thomas E. Novasel, Poplar Ridge, Anne Arundel County.

2. How long have you lived there?

A. Nine years.

3. You know Capt. Wickart?

A. Yes.

4. How long have you known him?

A. Since been down there, probably longer.

5. Know Ted Richardson and his wife?

A. Yes.

6. How long have you known them?

A. Since they came down there with their boat.

7. Ever go visiting in the boat yard?

A. I use to pull up there and get gasoline, Captain always pulled my boat up for me.

8. When was the last visit you made to the boat yard?

A. Not too long ago, four or five weeks.

9. You still pull up there?

A. I don't have my boat up there, I get gasoline for my outboard motor.

10. When was the last time you saw Ted Richardson?

A. I could not say.

11. You know when he left there?

A. No.

12. What did you see him doing?

A. Every time I went there he always seemed to be busy.

I had a little accident one time and I went there and asked Captain to do the repairing for me and he said he could not do it, he did not have the tools to do it with,XXXXXXXObjection.

13. What did you see Ted do around the boat yard on the occasions you visited the yard?

A. He always seemed to be busy. The last time I was there he was hooking up the gasoline pump, and he was working on a well drilling and seemed like putting brick around the pump, I do know I saw him bricking up around the pump,-

14. Was Captain there at that time?

A. He was on the place.

15. Have you seen Captain do any work there recently?

A. No, he was pretty weak, the last time he was walking with crutches or sticks.

16. Ever have Captain talk with you about Ted?

A. No sir.

Charles A. Fleischer, a witness of lawful age, being first duly sworn, deposes and says:-

(Goodman)

1. State your name and residence?

A. Charles A. Fleischer, Poplar Ridge, Anne Arundel County.

2. How long have you lived there?

A. Nine years.

3. Do you know Capt. Wickart?

A. Yes.

4. How long have you known him?

A. Ever since been living there.

5. You know Ted Richardson and his wife?

A. Yes.

6. How long have you known them?

A. Pretty close to three years.

7. Ever go to the boat yard in the last three years?

A. I have been down there twice.

8. When were you there last?

A. The last time I was there was around Christmas, 1947, I went down there and met Mrs. Richardson coming across the yard with his dinner . I have seen Captain and Mr. Richardson several times together going up and down towing boats.

9. When was that?

A. Last Summer up to cold weather, I went down there in the middle of the Summer to get a boat.

10. What did you see?

A. I did not see anything, I am here to tell the truth and I am going to tell it.

11. Capt. Wickart ever talk to you about Ted?

A. No.

Bertha Carr, a witness of lawful age, being first duly sworn, deposes and says:-

(Goodman)

1. State your name and occupation?

A. Bertha Carr, I have charge of the Savings Department of the Savings Bank of Baltimore, Md.

2. Were you in charge of the Savings Department of that Bank in 1946-47-48?

A. I was.

3. Have you, in that position, certain records which show the Savings Account of Henry J. Wickart?

A. Yes.

4. How many records have you with you?

A. I have seven.

5. What's the date of the first account opened by Henry J. Wicka

A. July 15th, 1915.

6. In whose name was that?

A. Henry J. Wickart alone.

7. What is the amount shown of that?

A. $539.56

8. When was it closed?

A. November 3rd, 1937.

9. What's the date of the second account?

A. Opened on the same day, the account transferred from the account in his name alone to Henry J. Wickart and Norman Easter.

10. How much money deposited when it was opened?

A. $2836 . 17.

11. Is that in his name subject to the Order of either and at death to go to the Survivor.

A. That was closed on August 20th, 1946.

12. How much money was in the account then?

A. $7079.60. A new one opened the same day.

13. In whose name?

A. That was closed that day and the account opened in the name of Henry J. Wickart subject to his order or Edward J. Richardson without survivorship.

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A. 13. (repeat)
A. That was closed that day and the account opened in the name of Henry J. Wickart subject to his order or Edward J. Richardson without survivorship.

14. When was that closed?

A. That was closed on August 21st, 1946 next day.

15. What account was opened after that?

A. Another joint account Henry J. Wickart and Edward J. Richardson, with right of survicorship on August 21st, 1946 $7079.60.

16. What date was that closed?

A. That was closed October 15th, 1947.

17. And had how much money?

A. $8,603.93

18. What was the next account?

A. The next account was closed on October 15th, 1947 and a new one opened the same day in the name of Henry J. Wickert alone, $8,603.93.

19. When was that closed?

A. That was closed March 31st, 1948.

20. How much money in there then?

A. $4,363.76.

21. You say the last account to which you refer was closed when?

A. March 31st, 1948.

22. Had there been a withdrawal?

A. October 27th, 1947, $4300 withdrawn.

23. Do you know what happened to that $4300?

A. That was transferred to a new account in the name of Edward J. Richardson.

24. This account of Henry J. Wickart which was closed having $4363.76 balance was closed when?

A. March 31st, 1948.

25. What happened to that balance?

A? That was transferred to a new account to Henry J. Wickart and Rosalie Carback.

26. That last account is still open?

A. That's right, last account for $4363.76.

27. Is that subject to the order of both?

A. No, subject to order of Henry J. Wickart only, at death to go to Rosalie Carback.

28. Can you single out the two cards, one when the joint account was opened originally between Wickart and Richardson, and the other one the withdrawal was made of $4300?

A. Yes.

29. Do you recall the incident when Capt. Wickart came to the Savings Bank of Baltimore to open the joint account with Edward Richardson?

A. I do not.

30. Are you a Teller?

A. Yes, I am.

31. Do you recall the incident at which time Capt. Wickart withdrew $4300 and gave that money to Mr. Richardson who thereafter deposited it to his own account?

A. I did not open that account.

32. What is the practice when a man has money placed in a joint account?

A. We first of all find out the kind they want, and we make sure they get what they want, if they want two names we ask if they want either One to withdraw, and at death to go to the survivor.

33. When a depositor makes a substantial withdrawal of $4300 do you make any inquiries as to that?

A. No, a person is never asked why. If an old person drew the money and took it away in cash we suggest that he take a check, we don't inquire why, we don't think it is our business to find out what they are doing; we make sure they know what kind of an account they want, and let the person talk themselves.

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MANDATE

No 9461 Equity

Court of Appeals of Maryland

No. 120, OCTOBER TERM, 19 49

Edward J. Richardson and Louise Richardson, his wife

vs.

Henry Wickart

Appeal from the Circuit Court for Anne Arundel
Filed: Nov. 3, 1949
Apr. 13, 1950, Decree affirmed, with costs.
Opinion filed. Op. Collins, J.

Clerk May 15, 1950

Appellant's Cost in the Court of Appeals of Maryland,

Clerk's Cost	$ 10.00	
Brief	$ 275.01	
Appearance Fee . . .	$ 10.00	
Reply brief . . .	$ 58.27	$353.28

Appellee's Cost in the Court of Appeals of Maryland,

Brief	$ 132.94		
Appearance Fee . . .	$ 10.00		
. . . . .	$ xxx	142.94	$496.22

STATE OF MARYLAND, Sct:

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 thirteenth *day of* May *A. D. 19* 50

Clerk of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

HENRY WICKERT	:	
Complainant	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
EDWARD J. RICHARDSON,	:	ANNE ARUNDEL COUNTY
et al.	:	NO. ~~9641~~ EQUITY
Respondents.	:	9461

Filed 7 Aug., 1950.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John J. Carback respectfully represents:

-1-

That at the time testimony was taken in the above entitled case before this Honorable Court, your Petitioner was a witness for the Complainant and certain documents belonging to your Complainant were introduced in evidence as exhibits for the Complainant.

-2-

That on October 18, 1949, this Honorable Court entered a decree in favor of the Complainant from which the Respondents appealed to the Court of Appeals of Maryland.

-3-

That the Court of Appeals of Maryland has heard said appeal and has rendered a decision affirming this Honorable Court.

-4-

That your Petitioner desires that said exhibits aforementioned be returned to him.

WHEREFORE, he prays an order of this Honorable Court authorizing and directing the Clerk of the Circuit Court for

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Anne Arundel County to deliver to him:

1. Agreement between John J. Carback, et al. and Henry Wickert dated March, 1948
2. Mortgage payment receipt book

AND as in duty bound, etc.

John J Carback

Petitioner

CONSENT

The parties to this proceeding by their respective counsel hereby consent to the passage of the Order as prayed.

John S. Rowe Jr.

Attorney for Complainant

Albert J. Gordon

Attorney for Respondents.

STATE OF MARYLAND:

ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY, That on this 7th day of August, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN J. CARBACK and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Dorothy E. Stockett

Notary Public

HENRY WICKERT	:	IN THE
Complainant	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EDWARD J. RICHARDSON, et al.	:	NO. ~~9641~~ 9461 EQUITY
Respondent.	:	

Filed 8 Aug., 1950

ORDER

Upon the foregoing Petition and Affidavit and Consent of Counsel, it is this 8th day of August, 1950, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the Clerk of this Court, be, and he is hereby authorized and directed to deliver to John G. Rouse, Jr., attorney for Complainant, for delivery to John J. Carback the following instruments which were introduced in evidence at the trial of the above entitled case:

1. Agreement between John J. Carback, et al. and Henry Wickert dated March, 1948.
2. Mortgage payment receipt book.

Benjamin Michaelson

Judge.

Received the foregoing instruments this 18th day of August, 1950.

John J. Carback

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Maryland Form Bond —
Sale of Real Estate

HENRY WICKART

VS. BOOK 70 PAGE 189

EDWARD J. RICHARDSON, et al.

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

NO. 9461 EQUITY

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

TRUSTEES' BOND

Filed and Approved this 9 day of August, 1950
John H. Hopkins, Ind. Clerk

Know All Men by these Presents:

THAT WE Albert J. Goodman and John G. Rouse, Jr.

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 Five Thousand and No/100 ($5,000.00) - - - - - - - - - - - - - - - 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, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of August nineteen hundred and fifty.

Whereas, by virtue of a power of sale contained in a mortgage from Edward J. Richardson and Lillian L. Richardson, his wife to Henry Wickart bearing date on or about the 18th day of August nineteen hundred and forty-nine the said Albert J. Goodman and John G. Rouse, Jr. 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 Albert J. Goodman and John G. Rouse, Jr. 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 Albert J. Goodman and John G. Rouse, Jr. 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:
Grace R. Hartge

Albert J. Goodman (SEAL)
John G. Rouse Jr. (SEAL)
GLENS FALLS INDEMNITY COMPANY
L. E. King, Attorney

Form 8182—A—6-50

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GEORGE W. SCIBLE - - - - - - - - - - Auctioneer

BOOK 70 PAGE 190

TRUSTEES' SALE

OF VALUABLE IMPROVED

REAL ESTATE

LOCATED AT ROCK HILL BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated August 18, 1949, and passed in a cause in said court pending wherein Henry Wickart is complainant and Edward J. Richardson, et al., are respondents, and known as No. 9661 Equity, the undersigned will offer at public sale at the courthouse door in the city of Annapolis, Maryland, on

Tuesday, October 17, 1950

11 A. M.

Filed 19 Oct., 1950

All that lot of ground situate in the Third Election District of Anne Arundel County and described as follows:

Being all that lot of ground designated as Lot No. 8 in Section "A," as shown on the plat of Section "A," "B" and "C" of Rock Hill, recorded in Cabinet 2. Rod E-1, Plat 1, in the Office of the Clerk of the Circuit Court for Anne Arundel County, said lot having frontage of 100 feet on the northeast side of Hillside Road, with a depth of 200 feet.

Being the same tract of land conveyed to the said Edward J. Richardson and wife by Alfred L. Samm and wife by deed dated March 22, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 581.

This property is improved by a one-story, frame bungalow, consisting of four rooms and bath, with electricity.

This sale is made subject to the legal operation and effect of a first mortgage to the Mutual Health Building and Loan Association, 135 East North Avenue, Baltimore, Maryland, the balance of which will be disclosed at the time of sale.

Terms of sale: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN
12 Church Circle,
Annapolis, Maryland

Or

JOHN G. ROUSE, Jr.
12 Church Circle,
Annapolis, Maryland
Trustees.

BOOK 70 PAGE 191

HENRY WICKART : NO. 9661 EQUITY

VS. : IN THE CIRCUIT COURT

FOR

EDWARD J. RICHARDSON, et al. : ANNE ARUNDEL COUNTY

:::::::

Filed 19 Oct, 1950.

AGREEMENT OF PURCHASER and CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (~~we~~) have purchased at public auction from Albert J. Goodman and John G. Rouse, Jr., Trustees, the property described in the advertisement attached hereto for the sum of Thirty-five Hundred & Two & 05/100 DOLLARS ($3502 05/100); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (~~our~~) hand(~~s~~) and seal(~~s~~) this 17th day of October, 1950.

WITNESS:

Albert J. Goodman as to W. A. Garde Company, Inc. By W. A. Garde President (SEAL)

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman and John G. Rouse, Jr., Trustees, the property described in the advertisement attached hereto to W. A. Garde Company, Inc. at and for the sum of Thirty-five Hundred & Two & 05/100 DOLLARS ($ 3502 05/100), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 17th day of October, 1950.

WITNESS:

Albert J. Goodman

George W. Scible (SEAL)
George W. Scible, Auctioneer

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HENRY WICKART	:	NO. 9461 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
EDWARD J. RICHARDSON, et al.	:	ANNE ARUNDEL COUNTY

:::::::

Filed 19 Oct, 1950.

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE report of Albert J. Goodman and John G. Rouse, Jr., Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

THAT after giving bond with security for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, they did attend at the Courthouse door in the City of Annapolis, Maryland, on Tuesday, October 17, 1950, at 11 a.m., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that lot of ground situate in the Third Election District of Anne Arundel County and described as follows:

Being all that lot of ground designated as Lot No. 8 in Section "A," as shown on the plat of Sections "A," "B" and "C" of Rock Hill, recorded in Cabinet 2, Rod E-1, Plat 1, in the office of the Clerk of the Circuit Court for Anne Arundel County, said lot having frontage of 100 feet on the northeast side of Hillside Road, with a depth of 200 feet.

Being the same tract of land conveyed to the said Edward J. Richardson and wife by Alfred L. Samm and wife by deed dated

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March 22, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 581.

SAID property being sold to W. A. Garde Co., Inc., at and for the sum of Three Thousand Five Hundred Two and 08/100 Dollars, it being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman

John G. Rouse, Jr.

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of October, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN and JOHN G. ROUSE, Jr., Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace L. Hattge

Notary Public

ORDER NISI

BOOK 70 PAGE 194

HENRY WICKART

versus

EDWARD J. RICHARDSON, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9461 Equity

Filed 19 Oct, 1950

Ordered, this 19 day of October, 19 50, That the sale of the Real Estate mentioned in these Proceedings, made and reported by Albert J. Goodman and John G. Rouse, Jr., Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 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 20 day of November next.

The report states that the amount of sales to be $ 3502.08.

John H. Hopkins, 3rd, Clerk.

True Copy,

Filed 27 Nov, 1950

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9461-Equity
HENRY WICKART
Vs.
EDWARD J. RICHARDSON, et al.

Ordered, this 19th day of October, 1950, That the sale of the Real Estate mentioned in these Proceedings, made and reported by Albert J. Goodman and John G. Rouse, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of November next.

The report states that the amount of sales to be $3502.08.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
n-15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov 28, 1950

We hereby certify, that the annexed

Order Nisi - Eq #9461

Henry Wickart

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of November, 1950 The first insertion being made the 25th day of October, 1950

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 3759

By R. L. Braun

(Final Order)

BOOK 70 PAGE 195

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....

versus

.....

.....

.....

.....Term, 19

Filed 28 Nov, 1950

ORDERED BY THE COURT, This 28th day of November, 1950 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

Judge

HENRY J. WICKART	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EDWARD RICHARDSON, et al.	:	NO. 9461 EQUITY

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Albert J. Goodman and John G. Rouse, Jr., respectfully represents:

-1-

That by Decree of this Honorable Court dated August 18, 1949, your Petitioners were appointed Trustees to sell certain property specifically referred to in said Decree at public sale as provided in said Decree.

Filed 12 Jan., 1951.

-2-

That thereafter the Respondents in the above entitled case entered an appeal to the Court of Appeals of Maryland from the aforesaid Decree of this Honorable Court and the Court of Appeals affirmed said Decree.

-3-

That pursuant to the directions contained in said Decree your Petitioners arranged for a public sale of the property mentioned in said Decree, advertised the same and had handbills printed and distributed.

-4-

That on September 5, 1950, the sale was held at the Court House door, but there were no bidders present and in order to protect the parties to this proceeding, your Petitioners were forced to withdraw said property and to cancel said sale.

-5-

That thereafter your Petitioners after first speaking to this Honorable Court tried to negotiate a private sale, but were unable to do so.

-6-

That as a result your Petitioners readvertised the property for sale on October 17, 1950, and prior to the date of said sale contacted various persons who it was believed might be interested in purchasing said property.

-7-

That the sale took place as advertised and a number of bids were received and the property was finally sold to The W. A. Garde Company, Inc., at and for the sum of $3,502.08, said price being the highest bid, and the purchaser having been one of the persons contacted by your Petitioners in advance of said sale.

-8-

That at the time of said sale the property in question was subject to a mortgage held by The Mutual Help Building and Loan Association of Baltimore City, which said mortgage had been in default for a considerable period of time; that when the said sale aforesaid was cancelled because no bidders appeared, the said Mortgagee threatened immediately to foreclose and your Petitioners discussed the matter with the attorneys for the Mortgagee and were able to secure the cooperation of the Mortgagee, as a result of which foreclosure proceedings were deferred in order to give your Petitioners an opportunity to make a second effort to sell said property.

-9-

That as a result of all the matters outlined above, your Petitioners devoted considerable time in carrying out the obligations imposed upon them by the aforesaid Decree and that although they will receive the statutory commissions

as a result of the sale of the property at the second sale, they believe that under the circumstances they are entitled to some reasonable additional compensation in view of the matters set forth herein.

WHEREFORE, your Petitioners pray an Order of this Honorable Court allowing them such reasonable fee as to this Court may appear reasonable under the circumstances.

AND, as in duty bound, etc.

Albert J. Goodman

John G. Rouse, Jr.

Petitioners

STATE OF MARYLAND:

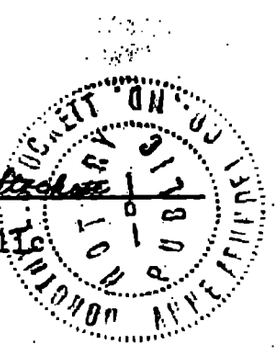
ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY, That on this 12th day of January, in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ALBERT J. GOODMAN and JOHN G. ROUSE, JR., Petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Dorothy L. Stocker

Notary Public



HENRY J. WICKART	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EDWARD RICHARDSON, et al.	:	NO. 9461 EQUITY

ORDER

. Upon the foregoing Petition and Affidavit it is this 17th day of January, 1951, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that Albert J. Goodman and John G. Rouse, Jr., Trustees, be, and they are hereby allowed a ~~counsel~~ fee of $100.00, which said fee shall be allowed in the account to be stated by the auditor in this proceeding and which said fee shall be in addition to such commissions as may be allowed the Trustees as provided by law.

John C. Clark

Judge.

BOOK 70 PAGE 200.

In the Case of

Henry Wickart

vs.

Edward J. Richardson,
et al

In the

Circuit Court

For

Anne Arundel County

No. 9461 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

January 24, 1951

All of which is respectfully submitted.

Laura V. Fickling
Auditor.

Filed 25 Jan., 1951.

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Dr. Henry Wickart vs. Edward J. Richardson, et al in ac.

To Trustees for Commissions, viz:	136	04		
To Trustees for Fee (Order of 1/12/51)viz:	100	00	236	04
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	139	00		
Jos. C. Deegan - Sheriff's costs	2	30		
Jos. W. Alton - Sheriff's costs	2	90		
Elmer C. Forand - pre-trial testimony	47	95		
Auditor - stating this account	13	50		
			225	65
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising first sale	29	07		
Capital-Gazette Press - handbills	12	29		
Capital-Gazette Press - advertising second sale	28	14		
Capital-Gazette Press - handbills	12	29		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Indemnity Co. -bond premium	20	00		
George W. Scible - auctioneer's fee	20	00		
Thos. G. Basil, Agent - insurance premium	5	67		
Grace B. Hartge - notary fee		75		
Dorothy L. Stockett - notary fee		75		
			142	96
To Trustees for Liens, viz:				
Mutual Help Building & Loan Ass'n, mortgee - in full for claim filed	1,466	28	1,466	28
To Henry Wickart - this balance on account judgment entered in his favor by Decree dated 8/18/49	1,470	11	1,470	11
			3,541	04
Amount of lien entered by Decree of 8/18/49	3,914	00		
Interest thereon from 8/18/49 to 10/17/50, the day of sale	273	98		
Appellee's costs in #120 October Term,1949, Court of Appeals of Maryland, as per Mandate of May 15, 1950	142	94		
	4,330	92		
Cr. Amount allowed as above	1,470	11		
Balance due	2,860	81		

with John G. Rouse, Jr., and Albert J. Goodman, Trustees Cr.

1950						
Oct.	17	Proceeds of Sale	3,502	08		
		Interest on deferred payment from 10/17/50 to 12/19/50	32	58	3,534	66
		Refund 1950 State and County taxes 2 months 14 days	6	38	6	38
					3,541	04

Filed 25 Jan., 1951.

ORDER NISI BOOK 70 PAGE 203

Henry Wickart

VERSUS

Edward J. Richardson,

et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9461 Equity.

ORDERED, This 25 day of January, 19 51, 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 5 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 5 day of March next.

John H. Hopkins, 3rd, Clerk.

Filed 25 Jan., 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9461 Equity
HENRY WICKART
Vs.
EDWARD J. RICHARDSON, et al.

Ordered, this 25th day of January, 1951, 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 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 5th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.

f-15

Filed 19 Feb., 1951.

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1951

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity No. 9461 Henry Wickart

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 5-th day of March, 1951. The first insertion being made the 1st day of February, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MG.....

Filed 6 March, 1951.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of March, 19 51, 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.

Benjamin Richardson
Judge.

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HENRY SCHULTZ, Severn, Anne Arundel County, Maryland, COMPLAINANT -vs- MORRIS SCHULTZ and ELIZABETH SCHULTZ, his wife, Severn, Anne Arundel County, Maryland, RESPONDENTS	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY No. 9269 Equity Docket 13 Folio 43

BILL OF COMPLAINT

To the Honorable, the Judge of the said Court:

Your Orator, Henry Schultz, by Mezger and Mezger, his solicitors, complaining says:

(1) That your Orator and his wife, Ida Schultz, now deceased, were the owners of a thirty-five (35) acre tract of land and the improvements thereon, situate in the Fourth Election District of Anne Arundel County, whereon they did live and make their home for many years;

(2) That sometime prior to March 11, 1946, the Respondents did approach and propose to your Orator and his now deceased wife, who at the time were both advanced in years your Orator having recently recovered from a serious illness, to keep them in a comfortable manner during the natural life of each of them in the family of the Respondents if they, your Orator and his said wife, would convey unto the Respondents the hereinafter described thirty-five (35) acres of land and the improvements thereon;

(3) That relying upon the promises of the Respondents your Orator and his wife, Ida Schultz, now deceased, on or about the 11th day of March, 1946, did convey unto the Respondents the thirty-five (35) acre tract of land and the improvements thereon situate in the Fourth Election District of Anne Arundel County in the State of Maryland by deed recorded among the Land Records of said County in Liber S.W. 354, folio 110, a certified copy of said deed of conveyance being submitted herewith and marked exhibit "A" in which deed such promises and agreement were expressed as follows ------ "in consideration of Five Dollars and other good and valuable considerations and in further

Filed Aug. 1st 1947

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE 2, MD.

consideration of the comfortable maintenance upon the within described property in the family of the second part"------the parties of the second part being the Respondents herein;

(5) That the Respondents have never compaied with the consideration upon which the Deed hereinbefore referred to was executed and have always, not only failed and neglected to comply with their promises and agreements as hereinbefore set forth, but have continuously refused to comfortably maintain your Orator and also his wife, during her lifetime, and your Orator believes and therefore alleges that there was no intention at any time on the part of the Respondents to perform the consideration for which the said Deed was executed and such representations and promises were made for the purpose of defrauding your Orator in the premises;

(5) That the Respondents because of their failure to fulfill the consideration for the above mentioned conveyance did cause your Orator as well as his now deceased wife, during her life time, undue hardships to such an extent that they were forced to accept the charities of their friends and neighbors in order to procure the bare necessities of life;

WHEREFORE your Orator prays this Honorable Court

(a) To pass its decree declaring the conveyance made by Henry Schultz and Ida Schultz, his wife, Grantors, to Morris Schultz and Elizabeth Schultz, his wife, Grantees, dated March 11th, 1946, to be null and void and to appoint a trustee for the purpose of executing a good and valid deed re-conveying the said property to Henry Schultz

(b) That pending a hearing of this matter to issue an order restraining the Respondents from encumbering or conveying said property or committing waste thereon

(c) To grant unto your Orator such other and further relief as the equities of his case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Orator the writ of subpoena issued to the Respondents directing them to be and appear in this Honorable Court in person or by attorney on some

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE 2, MD.

day certain to be named therein to show cause, if any they may have why the relief prayed therein should not be granted.

As in duty bound, etc.

His
Henry (X) Schultz
Mark

Mezger and Mezger
Central Savings Bank Bldg.,
Baltimore-1, Maryland
Per Irving H. Mezger

STATE OF MARYLAND :
: s.s.
CITY OF BALTIMORE :

THIS ISTO CERTIFY that on this 31st day of July 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared HENRY SCHULTZ, Complainant in the aforegoing Bill of Complaint who, after being duly sworn upon his oath according to law, did acknowledge the foregoing Bill of Complaint to be his own act and deed and that the facts and matters contained therein are true and accurate to the best of his knowledge, information and belief.

IN WITNESS WHEREOF I have affixed my hand and seal Notarial.

Albert W. Styles
Albert W. Styles, Notary Public

My commission expires May 2, 1949

BOOK 711 PAGE 207

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE 2, MD.

BOOK 70 PAGE 208

O R D E R

Upon the foregoing Bill of Complaint and Affidavit it is this 5 day of August 1947 by the Circuit Court of Anne Arundel County ORDERED that the Defendants, Morris Schultz and Elizabeth Schultz, his wife, be and they are hereby enjoined and restrained from encumbering or conveying that tract and parcel of land situate and lying in the Fourt Election District of Anne Arundel County, State of Maryland, consisting of thirty-five (35) acres of ground together with the improvements thereon which land is more particularly described in a Deed, dated the 11th day of March, 1946, from Henry Schultz and Ida Schultz, his wife, to Morris Schultz and Elizabeth Schultz, his wife, and recorded in the Land Records of Anne Arundel County in Liber S.W. 354, folio 110 unless the said Morris Schultz and Elizabeth show cause to the contrary on or before the 15 day of September 1947 PROVIDED that a copy of this order and of the Bill of Complaint be served upon the said Morris Schultz and Elizabeth Schultz, his wife, or upon their counsel of record on or before the 20th day of August 1947.

Judge

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE 2, MD.

INT. REV STAMP $3.30 Md. STATE STAMP $.3.00

THIS DEED, Made this 11th day of March in the year Nineteen hundred and forty-six, by and between Henry Schultz, and Ida Schultz, his wife, parties of the first part, and Morris Schultz and Elizabeth Schultz, 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 Five dollars and other good and valuable consideration, and in further consideration of the comfortable maintenance upon the within described premises in the family of the parties of the second part, during the natural life of each of the parties of the first part, the said parties of the first part do hereby grant and convey unto the parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple, reserving however, the right of their comfortable maintenance upon the within described premises in the family of the said parties of the second part, during each of their natural lives.

Filed Aug. 1st, 1947

ALL that lot part of a lot, piece or parcel of ground, situate lying and being in the Fourth Election District of Anne Arundel County, aforesaid, containing thirty-five (35) acres of land more or less, and being the same property which was conveyed to Henry Schultz by Paul Schultz by deed dated the nineteenth day of December in the year nineteen hundred and three and recorded among the Land Records of Anne Arundel County, in Liber G. W. No. 34, folio 395, and therein more fully described by metes and bounds courses and distances, also the right of way conveyed by the said Paul Schultz to the said Henry Schultz, by deed dated on the 25th day of February, in the year 1907, and recorded among the aforesaid Land Records in Liber G. W. No. 51 folio 438.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of them the said parties of the second part, as tenants by the entireties, their heirs and assigns in fee simple, subject, nevertheless, to the reservation hereinbefore referred to, and hereby made by the Grantors, for themselves, for and during the period of each of their natural lives, the comfortable maintenance upon the within described premises in the family of the said parties of the second part during each of their natural lives, as herein before describe d and set forth.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby intended to be conveyed, and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the parties of the first part.

Test:

Marvin 1. Anderson

Geneva H. Anderson.

Henry his X mark Schultz (Seal)

Ida Schultz (Seal)

State of Maryland, Anne Arundel County, to wit:

1 Hereby Certify that on this 11th day of March in the year Nineteen hundred and forty six, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Henry Schultz and Ida Schultz, his wife, and they each acknowledged the aforegoing deed to be their act and deed

WITNESS my hand and Seal Notarial.

Geneva H. Anderson

Notary Public.

(Notarial Seal)

Recorded 12th March, 1946, at 10:40 A. M

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J. H. 354, folio 110, one of the Land Record Books for Anne Arundel County.

In Testimony Wherof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 17th day of July, A. D, 1947.

John H. Hopkins, 3rd. Clerk.

BOOK 70 PAGE 212

HENRY SCHULTZ,	*	NO. 9269 EQUITY
Complainant,	*	IN THE
vs.	*	CIRCUIT COURT
MORRIS SCHULTZ, and	*	FOR
ELIZABETH SCHULTZ, his wife,	*	ANNE ARUNDEL COUNTY
Respondents,	*	

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed Sept. 11 th 1947.

The Answer of Morris Schultz and Elizabeth Schultz, his wife, to the Bill of Complaint in this Court exhibited against them respectfully shows unto Your Honors:

1. That they admit the allegations contained in paragraph one (1) of said Bill of Complaint.

2. That they deny the allegations contained in paragraph two (2) of said Bill of Complaint.

3. That they admit the allegations contained in paragraph three (3) of said Bill of Complaint.

4. That they deny the allegations contained in paragraph four (4) of said Bill of Complaint and aver that they have fully complied with the consideration upon which the deed mentioned in said Bill of Complaint was executed.

5. That they deny the allegations contained in paragraph five (5) of said Bill of Complaint.

And having fully answered the said Bill of Complaint, the Respondents pray that they may be dismissed with their costs.

And as in duty bound, etc.,

C. Osborne Duvall
Solicitor for Respondents

Henry Schultz, Complainant : : IN THE CIRCUIT COURT

VERSUS : : FOR ANNE ARUNDEL COUNTY

Morris Schultz and
Elizabeth Schultz, his wife,
Respondents : : In Equity - No. 9269

:: :: :: :: :: ::

Filed March 18th 1948

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes H. Allen Mezger, Attorney for Henry Schultz, Complainant in the above entitled cause, and respectfully prays that same be henceforth dimissed, without prejudice, upon payment of the costs for the reason that the said Henry Schultz, Complainant, departed this life during February, 1948, in the County of Anne Arundel, State of Maryland.

And that since the demise of said Complainant, no administrator or personal representative has qualified.

Therefore, your Petitioner prays that an Order be passed by this Honorable Court dismissing said cause, without prejudice, upon payment of the costs.

And, as in duty bound, etc.

H. Allen Mezger

H. Allen Mezger, Petitioner

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Allen Mezger, the Petitioner mentioned in the aforegoing Petition and made oath in due form of law that the matters and facts therein set forth are true and correct to the best of his belief.

AS WITNESS my hand and Notarial Seal.

Georgia V. Walker

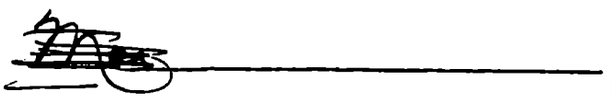
Georgia V. Walker Notary Public

My Commission Expires May 2nd, 1949.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is this 18th day of March, 1948, by the Circuit Court for Anne Arundel County, ordered that these proceedings be dismissed, without prejudice, upon payment of the costs.



HENRY SCHULTZ,	*	NO. 9269 EQUITY
Plaintiff,	*	
vs.	*	IN THE
MORRIS SCHULTZ, and	*	CIRCUIT COURT
ELIZABETH SCHULTZ, his wife,	*	FOR
Defendants,	*	ANNE ARUNDEL COUNTY

* * * * * * *

PETITION AND ORDER

* * * * * * *

Filed-March 29, 1949

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Morris Schultz and Elizabeth Schultz, his wife, by C. Osborne Duvall, their solicitor, respectfully shows unto Your Honors:

1. That the Plaintiff, Henry Schultz, dpparted this life on January 21, 1948, and that no administrator has qualified for letters of administration on his estate.

2. That in addition to your petitioner, Morris Schultz, the said Henry Schultz left the following heirs: William Schultz, Severn Maryland, a son; Lilliam Stinchcomb, Odenton, Maryland, a daughter; Emma Clark, Severn, Maryland, a daughter; Gordon Schultz, Light Street Road, Brooklyn, Maryland, a son; Hilda Warful, Hanover, Maryland, a daughter; and Addie Escavage, Millersville, Maryland, a daughter.

3. That more than one year has elapsed since the death of the Plaintiff and no action has been taken in this cause by any of the above named heirs.

WHEREFORE, your petitioners pray that an order be passed by this Honorable Court, directing the said heirs of Henry Schultz to show cause on or before a certain day to be named therein why

the above entitled cause should not be dismissed.

And as in duty bound, etc.,

[signature]
Solicitor for Defendants

Filed March 29th 1949

ORDER

UPON the aforegoing Petition it is this 29th day of March, 1949, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that William Schultz, Severn, Maryland; Lillian Stinchcomb, Odenton, Maryland; Emma Clark, Severn, Maryland; Gordon Schultz, Light Street Road, Brooklyn, Maryland; Hilda Warful, Hanover, Maryland; and Addie Escavage, Millersville, Maryland, show cause on or before the 29th day of April, 1949, why the above entitled cause should not be dismissed, provided a copy of the aforesaid Petition and this Order be served on each of the above named parties on or before the 15th day of April, 1949.

Benjamin Michaelson
Judge

Henry Schultz,	:	No. 9269 Equity
Plaintiff,		In The Circuit Court
vs.	:	For
Morris Schultz, and Elizabeth Schultz,		Anne Arundel County.
Defendants.	:	

PETITION TO BE MADE PARTIES PLAINTIFF, AND SHOWING OF CAUSE IN RESPONSE TO COURT ORDER

To The Honorable, The Judges of said Court:

The petition of William Schultz, Lillian Stinchcomb, Emma Clark, Gordon Schultz, Addie Escavage, and Hilda Warful, by Albert J. Goodman and Emanuel Klawans, their solicitors, respectfully shows:-

Filed April 27th 1949

1. That in his life time Henry Schultz filed the bill of complaint in the above case to rescind his conveyance of certain land to the defendants.

2. That thereafter he died intestate, not survived by any widow, survived by all of his children, who are the petitioners and the defendant Morris Schultz, and they are his only heirs at law. All of them are more than twenty-one years of age.

3. That the petitioners desire to be made parties plaintiff to this suit and said bill of complaint, and are the legal representatives of Henry Schultz and his heirs at law, and they desire for the trial of said case to proceed.

4. That by order of this Court dated March 29, 1949, the petitioners are required to show cause why this case should not be dismissed, and in response they allege the matters and facts here stated.

To The End Therefore: (1) That the petitioners be made parties plaintiff to the bill of complaint and this suit.

(2) That the trial of this case proceed.

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

And as in duty bound, etd.

William Schultz
William Schultz, Severn, Md.

Lillian Stinchcomb
Lillian Stinchcomb, Odenton, Md.

Emma Clark
Emma Clark, Severn, Md.

Gordon Schultz
Gordon Schultz, Light Street Rd., Brooklyn, Md

Hilda Warfel
Hilda Warfel, Hanover, Md.

Addie Escavage
Addie Escavage, Millersville, Md.

Per Emma Clark
Albert J. Goodman Solicitor for petitioners
Albert J. Goodman
Hart Bldg., Annapolis, Md.

Emanuel Klawans Solicitor for petitioners
Emanuel Klawans
Maryland Hotel Bldg., Annapolis, Md.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 26th day of April, 1949, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared William Schultz, Lillian Stinchcomb, Emma Clark, Hilda Warful, Gordon Schultz, and each made oath in due form of law that the matters and facts set forth in the foregoing petition are true. Witness my hand and notarial seal.

Emanuel Klawans Notary Public
Emanuel Klawans
Maryland Hotel Bldg.
Annapolis, Md.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 27th day of April, 1949, that the petitioners are hereby made parties plaintiff to the bill of complaint and this suit unless cause to the contrary be shown on or before the 14th day of May, 1949, provided a copy of this petition and order be served upon the defendants or their solicitor of record on or before the 7th day of ~~April~~ May, 1949.

Filed April 27th 1949

Benjamin Michaelson Judge

Henry Schultz, : No. 9269 Equity

Plaintiff, In The Circuit Court

vs. For

Morris Schultz, and Elizabeth Schultz, his wife, : Anne Arundel County.

Defendants.

PETITION FOR FINAL ORDER THAT PETITIONERS BE MADE PARTIES PLAINTIFF TO THIS SUIT.

To The Honorable, The Judges of said Court:

Filed 18th May 1949

The petition of William Schultz, Lillian Stinchcomb, Emma Clark, Gordon Schultz, Hilda Warful, and Addie Escavage, respectfully shows:-

1. That heretofore they petitioned this Court to be made parties plaintiff to this cause, and this Court passed an order requiring the defendants to show cause why this should not be done.

2. That the time limited for the defendants to show cause has expired, and no cause has been shown or any response made to said order.

Therefore the petitioners pray that the Court pass a final order that they be parties plaintiff to this suit.

And as in duty bound, etc.

E / Clawans

Co- Solicitor for the petitioners

O R D E R O F C O U R T

Filed, May 18, 1949

No cause to the contrary having been shown, it is this 18th day of May, 1949, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered, and decreed, that the above named petitioners be and they are hereby made parties plaintiff to this cause.

Benjamin Michaelson Judge

Henry Schultz, : No. 9269 Equity

Plaintiff, In The Circuit Court

vs For

Morris Schultz, and : Anne Arundel County.
Elizabeth Schultz,

Defendants. :

PETITION TO BE MADE PARTY PLAINTIFF

To The Honorable, The Judges of said Court:

Filed July 11th, 1949

The petition of Lillian Stinchcomb, as administratrix of the estates of Henry Schultz and Ida Schultz, respectfully shows:-

1. That Henry Schultz and Ida Schultz, his wife, conveyed the realty described in these proceedings, to the defendants; that thereafter Ida Schultz died intestate; that thereafter Henry Schultz filed this suit to set aside said conveyance; that subsequently he died intestate; that by order of this Court all children of Henry and Ida Schultz, including the petitioner Lillian Stinchcomb, except the defendant Morris Schultz, were made parties plaintiff to this suit as heirs of Henry Schultz, and of Ida Schultz.

2. That in course of pre-trial deposition, Elizabeth Schultz has affirmed that the defendants were to pay some three thousand dollars to Henry and Ida Schultz, as part of the consideration for said conveyance, and have paid only two hundred of said price.

3. That letters of administration have been granted to Lillian Stinchcomb by the Orphans Court for Anne Arundel County as administratrix of the estates of Henry and Ida Schultz, copies of which are filed herewith.

TO THE END THEREFORE: (1) That the petitioner be made party plaintiff to this case as administratrix of the estate of Henry Schultz, and as administratrix of the estate of Ida Schultz, in addition to the capacity in which she is already a party plaintiff.

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

And as in duty bound, etc.

Lillian Stinchcomb
As administratrix of the estates of
Henry Schultz and Ida Schultz

Emanuel Klawans
Co-Solicitor for the petitioner
Maryland Hotel Bldg., Annapolis, Md.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ~~2nd~~ 15th day of June, 1949, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Lillian Stinchcomb and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and bonafide as there stated. Witness my hand and notarial seal.

Emanuel Klawans Notary Public
Emanuel Klawans

ORDER OF COURT

Filed 11 July 1949

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 11th day of July, 1949, that Lillian Stinchcomb is hereby made a party plaintiff to this suit as administratrix of the estate of Henry Schultz and as administratrix of the estate of Ida Schultz, unless cause to the contrary be shown on or before the 26th day of July, 1949, provided a copy of this petition and order be served upon the solicitor of record for the defendants on or before the 20th day of July, 1949.

Benjamin Michaelson Judge

BOOK 70 PAGE 222

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 Henry F. Schultz deceased, was on the 28th day of June in the year of our Lord one thousand nine hundred and forty-nine, granted and committed unto Lillian Stinchcomb who was then and there appointed Administratrix 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 29th day of June in the year of our Lord nineteen hundred and forty-nine.

TEST:

R. Glenn Prout
Register of Wills for Anne Arundel County.
By Clemence C. Burwell
Deputy

BOOK 70 PAGE 223

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 Schultz deceased, was on the 28th day of June in the year of our Lord one thousand nine hundred and forty-nine, granted and committed unto Lillian Stinchcomb who was then and there appointed Administratrix of the said deceased, and that the above letters are now in full force and effect.

TEST:

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 29th day of June in the year of our Lord nineteen hundred and forty-nine.

R. Glenn Brant

Register of Wills for Anne Arundel County.

By Clemence C. Burwell
Deputy

I N D E X

Witnesses	Pages
SCHULTZ, Morris	2
SCHULTZ, Elizabeth	32

HENRY SCHULTZ,	:	IN THE
Plaintiff.	:	CIRCUIT COURT
vs	:	FOR
MORRIS SCHULTZ and	:	ANNE ARUNDEL COUNTY
ELIZABETH SCHULTZ, his wife,	:	#9269 Equity.
Defendants.	:	

- - - -

Filed July 26 K 1949

Annapolis, Maryland,
June 18, 1949,
10:00 a. m.

Depositions taken on behalf of the Plaintiff, of witnesses Morris Schultz and Elizabeth Schultz before Elmer C. Forand Jr., a Notary Public of the State of Maryland, at the office of Albert J. Goodman, Esq., 12 Church Circle, Annapolis, Maryland, on the 18th day of June, 1949, beginning at 10:00 a. m., pursuant to agreement of counsel.

- - - -

COUNSEL PRESENT:

Albert J. Goodman, Esq., and Emanuel Klawans, Esq., on behalf of the Plaintiff.

C. Osborne Duvall, Esq., on behalf of the Defendants.

- - -

STIPULATIONS

It is stipulated, consented and agreed by and between the attorneys representing the respective parties that written notice be waived.

- - - - -

Thereupon:

MORRIS SCHULTZ

a witness of lawful age, produced on behalf of the Plaintiff, having been first duly affirmed by the Notary Public was examined and testified as follows:

DIRECT EXAMINATION

By Mr. Klawans:

Q What is your name?

A Morris Schultz.

Q Where do you live?

A Severn, Maryland.

Q What circumstances led up to your parents' conveying their farm to you?

A Well, they came to me and said they need somebody to help them and they needed somebody to help them and asked me when I was going to get over.

Q Your father had had a stroke before that time, had he not?

A Yes.

Q And he had recovered from it?

A As far as I know of.

Q And how did the condition of his mind appear to be?

A Seemed all right.

Q Now, what was the agreement?

A The agreement was we take care of him as long as he lived.

Q Where?

A On the place.

Q You were to live on the place with him?

A Yes, stay there.

Q And you did move onto the place, you and your wife?

A That is right, we did move on.

Q About when did you move onto the place?

A I really don't know exactly.

Q Was it in March of 1946?

A I moved on the place in March of 1946, I didn't move off of it at that time.

Q You moved on it at that time?

A Yes, I moved on it at that time.

Q And when did you move off again?

A I am not sure, I don't have the dates with me but I have got them. I don't know exactly what month it was.

Q About when was it?

A Well, it was after we dug Irish potatoes.

Q Was it in November of 1946?

A I think it was just a little before November, I am not sure of that.

Q October, 1946?

A I am not sure, I said I don't know exactly what month I got home, I am not sure.

Q Is that about the time you moved off?

A Between that time somewhere.

Q About October or November of 1946?

A Between that time and somewhere in there. I couldn't say the exact date.

Q Now why did you move off?

A Well, because the children was agitating so much and

always arguing with me for some reason, I don't know why they were arguing all the time.

Q Whose children were agitating whom?

A They said the sisters weren't satisfied with the job that was done.

Q You mean your brothers and sisters?

A That is what they told me, they never said nothing to me.

Q Who told you that?

A My mother told me.

Q Your mother told you that your brothers and sisters were complaining about what?

A She said some of them. I didn't say all of them, I said some were complaining that the place wasn't right or something, I don't know what was the trouble because she wanted her son-in-law Chips to take it over.

Q Who is Chips? What is his name?

A I don't know his last name.

Q Your mother wanted her son-in-law Lewis Selner to take over the place?

A That is what she said.

Q What did your father say?

A He didn't say nothing as I know of, didn't say nothing to me about it.

Q And for that reason you moved off, is that right?

A Well, the reason we moved off was because she was always continuing to argue, my wife and her couldn't get along.

Q Who was always continuing to argue?

A My mother would always argue about the eats wasn't good enough and one thing or another.

Q Your mother was complaining that the food wasn't good enough?

A Yes.

Q And did she complain about anything else?

A Never complained about anything else to me.

Q And as a result of that, you and your wife moved off?

A Yes.

Q And did you agree to convey back the place?

A We did, if they would give what we put into the place, on that circumstances.

Q What had you put into the place?

A Well, we had put out a lot of, a great smart of money.

I don't know exactly, I have all the bills at home; don't have them with me.

Q What had you put into the place at that time?

A Well, an awful good cleaning up, paper and painting and everything.

Q You cleaned it up?

A Yes.

Q You papered and you painted. What else had you done?

A Cleaned up around the place and a whole lot, I don't know exactly, I never put it all down what I did.

Q Is that all you had done up to that time?

A Up to that time, yes.

Q That you moved off?

A Yes.

Q And you moved off with the intention of giving back the place if they would pay you what you had spent to paper and paint and clean up the place?

A Yes.

Q And about how much did that amount to?

A I never figured it up yet.

Q What price did you tell them?

A Didn't tell them no price because they said they weren't going to pay. What is the use of giving a price?

Q When you moved off the place where did you go?

A Went down the same neighborhood I came from, Severn again.

Q Whose place did you move to?

A Moved down by my father-in-law.

Q How far away was that from your parents' place?

A Well, take a short cut, about five mile; and all the way around it is about, I would say, 7 or 8.

Q And from that time on you didn't take care of your parents, is that right?

A Kept them fed all the time.

Q And how did you keep them fed?

A Took groceries and stuff to them.

Q Who cooked the groceries?

A My mother cooked it.

Q And did anybody else bring the groceries?

A If they did I didn't see them.

Q What else did you do for your parents after you moved off the place?

A Well, give them money for eats.

Q You did what?

A I give them money when they needed it.

Q How often did you give them money?

A Well, sometimes, maybe 2 weeks, sometimes a week; whenever they asked for it.

Q How much did you give them a week?

A I never kept track of it.

Q Usually how much would you give them at one time?

A Well, maybe three or four dollars, maybe five dollars, at a time; I don't know exactly.

Q Was it ever less than that?

A They would take anything I give them. If they said they needed it, I said, "Is that enough?" and she said she was satisfied and then I would give her no more.

Q Who stayed with the parents?

A Kirby, the old man, Kirby Hammond.

Q Who was Kirby Hammond?

A All I know is he is Kirby Hammond, some old man.

Q What was his connection with your parents?

A He used to stay on the place and help around the place.

Q How long had he been there?

A You are asking me something I don't know; he had been there a long time.

Q 20 years?

A No, I won't say that.

Q 15 years?

A I wouldn't say that because I don't know.

Q 10 years?

A I wouldn't say that because I don't know.

Q Didn't you ever visit your parents' place before?

A Yes, but the man moved off, back and forth. I couldn't say how long he had been there. I couldn't say he had been there 10 or 15.

Q Did Kirby Hammond stay on that place?

A We fed him also.

Q How long did he stay after you left?

A I really don't know that.

I believe he was there when my mother died. He was on the place, I know he was there when my mother died.

Q Did he leave after that?

A Yes.

Q How did he come to leave?

A Leave us? Because he tried to run my business that is how he come to leave.

Q How did he try to run the business?

A He told me what to do and what not to do. I am my own boss, I didn't have to take stuff from that man.

Q What did he try to tell you to do?

A Tried to tell me how to run the place and what to do; run around and lie that is all he did. A man is no good that way.

Q What did the man lie about?

A A lot of things, I couldn't tell you.

Q You told him to get off the place?

A That is right.

Q What led up to that?

A Did nothing lead up to it that I know of.

Q Well, what did he do at the time that caused you to tell him to get off the place?

A I just got done telling you, he tried -- that he tried to run my business, telling me what to do and what not to do on the place.

Q What was the specific quarrel about that you ordered him off the place for?

A Well, because for one thing, he run around and lied and said that I didn't feed them and one thing another.

Q That you didn't feed who?

A Feed my mother and father.

Q And you run him off the place?

A Not for that reason, now, not for that reason.

Q But that was the immediate reason?

A No, that wasn't the main reason.

Q The immediate cause of it?

A I don't know what you mean by "immediate". Let's get this thing "immediate" right now, let's talk plain.

Q There came a time when you told him to get off the place, right?

A That is right.

Q Now, the reason you told him to get off the place at that time was because he was going around saying you had not fed your parents?

A Trying to tell me how to run my business.

Q What business were you in?

A Well, I had a garden. He tried to tell me how to work my garden. Nobody has to tell me how to work my garden. Everybody knows he has got a big mouth.

Q Hilda Warful is your sister?

A That is right.

Q Did she complain to you about the treatment of your parents?

A That girl, as far as I know, never was on the place. Her and my father never did get along.

Q Didn't you threaten to have her arrested for disorderly conduct?

A No, sir, I did not.

Q Now, after you left the place you say that you brought food and left it there for your mother to cook, is that right?

A That is right.

Q And who brought the firewood?

A We cut a bunch when I left there. Then the old man, Kirby Hammond, cut the firewood. We had plenty of firewood, plenty of boards and scrap lumber.

Q Who stoked the stove?

A I guess they put the wood in the stove.

Q Who did?

A I don't know, maybe my father, maybe Kirby Hammond, I wasn't interested in that.

Q Now, did your mother ask Charles Jennings to bring the food?

A Not as I know of.

Q You and Charles Jennings had a quarrel?

A That is right.

Q What was the quarrel about?

A He came in and started arguing before they brought my mother back from the undertaking parlor, trying to tell me how to arrange a funeral, that is what the quarrel was about.

Q Did you order him off the place?

A Yes, I ordered him off the place.

Q Who called the doctor when your mother was dying?

A When she was dying? Nobody knowed she was dead until they got up in the morning. Nobody called the doctor when she was dying.

Q Now, after your mother's death you and your wife came back, didn't you?

A Yes, we came back.

Q How long did you stay?

A I stayed.

Q How long did your wife stay?

A She stayed about three weeks.

Q Three weeks or three days?

A Three weeks, I am not sure now, I don't know. We have got the date home but I don't know for sure what it was.

Q Did your father say to your wife and to you,in the presence of others, that he was afraid of your wife?

A Not as I know of.

Q And didn't your wife say to him she didn't want to stay with him because he was crazy?

A I don't know, I never knew nothing about that.

Q Now, William Schultz came to stay with your father after your mother's death?

A Yes, he stayed there about a week, two weeks.

Q Did you tell him that there had to be a woman to take care of your father and for him to get out?

A I didn't tell him to get out, I told him to let the woman take care of him, to be there at times.

Q And that is why he left?

A Yes, that is why he left.

Q In other words, you wanted him to get out?

A I didn't tell him to get out, he could have stayed. I didn't order him off the place at all.

Q Had you ever quarreled with William Schultz before this about your parents?

A Before what? Now, let's get this straight.

Q Before your mother died?

A No, sir, never seen him hardly. We were good friends until that time.

Q And he stopped being good friends with you after he got out of your father's place, is that right?

A Well, when my mother died --

Q At that time he stopped?

A At that time him and Jennings started.

Q Who found your father when he had the second stroke?

A I don't know, my sister said she did, I don't know.

Q And who called the doctor?

A I don't know that either because when my wife went up there to feed him -- when my mother-in-law and my wife went up to feed him he was not there. I came home that night. My

wife called me up on the job and said my father was not there. When I came home I found the note on the door. If he was stroken, I don't know nothing about that. If he had a second stroke I don't know, on the place where he was at.

Q Where did he stay when he had the second stroke?

A Emma Selner -- Emma Clark's now, rather.

Q Did you pay anything for him while he stayed there?

A No, sir, I asked them what the board was and she said, "Nothing". I offered to pay her but she wouldn't take no money.

Q Did you buy any food or medicine?

A I offered to pay the doctor's bill but never bought no food or medicine.

Q Did you pay your father's funeral bill?

A No, sir, he had insurance to take care of that.

Q Your mother had insurance too, didn't she?

A Yes, sir, but I didn't get it.

Q You paid for her funeral?

A I paid for her funeral, that is right.

Q Now, did you ever pay your father anything for this place?

A No -- some, not much. I didn't pay him nothing for the place.

I give her money to live on, didn't pay nothing for the place.

Q Did your father give you any money on a purchase price for the property when you said you would give it back to him or sell it back to him?

A What do you mean,give me money back for the place?

Q Yes.

A No, sir.

Q Did you ever buy them any clothes?

A They didn't need any clothes. I bought my father's shoes that is all. My mother had plenty of clothes and father had plenty of clothes.

Q Did you take your father and Hilda Warful with you when your father went to get the insurance check for your mother's --

A No, sir.

MISS STINCHCOMB: That was me.

MR. KLAWANS: What is your name?

MISS STINCHCOMB: Lillian Stinchcomb.

THE WITNESS: She was there.

By Mr. Klawans:

Q You did take your father and Lillian Stinchcomb to

get the insurance money?

A I took them down to get it.

Q What happened?

A Going down he said he was going to keep the insurance money himself to buy a tomb. I said, "There is no way I can make you give it to me because the check is in your name. If you don't want to give it to me you will have to keep it."

Q Did he say he would give it to you if you would give him back his place?

A No, sir, he never mentioned that.

Q Your father had already filed suit to get his place back?

A 2 or 3 days after my mother died, that is right.

Q And did you tell him you were going to mortgage the place for $3,000?

A I mortgage for $3,000? Indeed not, no, no, sir.

Q Did you tell him you were going to mortgage it for any sum of money?

A We were going to get a mortgage put on the place but we didn't mortgage for no $3,000.

Q How much were you going to get?

A $1500 on it once.

Q And what was that for?

A Well, I needed money for stuff for personal affairs.

Q And did you tell your father you were going to leave that mortgage for him to pay when he got the place back?

A No, sir, I never told him that. My father wouldn't have to pay that mortgage. When I owned another place, I would have to pay it myself.

Q You were going to mortgage another place?

A No, that farm but I had another place, too.

Q You had sold that place, hadn't you, when you moved onto the farm?

A I sold that place but I got another place, too.

Q Who drew up that deed for you from your parents to you?

A Mr. Marvin Anderson.

Q And who hired him?

A They suggested going there themselves.

Q And who paid for that?

A If you mean by paying it,I paid the man for the deeds. They didn't pay for it, I paid for the deed but they made a suggestion that we go down to Mr. Anderson's.

Q Why did your father and mother single you out as a person to take care of them?

A Well, what they told me that is all I can tell you. They said they went around to all the other children. Whether they did or not I don't know. They said they wouldn't take care of them and refused to give them money and wouldn't take care of them. If it is true or not I don't know.

She wanted me to take it over in January. I told them, "You better think this over until March sometime". Because, I didn't take the place over right away when she asked me to.

Q Was your father working at that time?

A No, sir, he was not working.

Q He had a stroke before that?

A I think he had a stroke about a month or two months ahead of that, I am not sure of that either.

Q He was fairly helpless, wasn't he?

A He wasn't too helpless, he could get around right good.

Q He couldn't work any more?

A Well, he piddled around the place when I was there. He couldn't go outside and work, I guess. He couldn't work

outside on the garden.

Q After you and your wife moved from the place how often did you go to the house?

A About twice a week, sometimes more.

Q What did you take with you?

A Took food with me, meat and one thing or another; whatever they asked me for, go to the store and get it and eat it. Whatever they asked for.

Q Was your father ill during the period that you were visiting them twice a week?

A If he was ill, he never complained. Wait a minute, you mean when my mother was living, that is when you mean?

Q Yes.

A Well, no, sir, he was not. If he did he didn't complain to me about it.

Q Who prepared his meals for him during that period?

A What period was that?

Q While your mother was still living who prepared the meals for your father?

A She did, I guess.

Q And after her death?

A My brother stayed there for a while, about a week.

I went there a week or two. I don't know for sure how long I stayed. I went back. I worked day work and then my wife come up there and prepared the meals. After him and her had the argument and couldn't get along, she would prepare his meals when I was working, she would come and wouldn't stay but prepare his meals and go back home.

Q How many times a day would she come?

A Once.

Q Once a day?

A That is right, I got his breakfast and she came at dinnertime.

Q What time did you have to be to work?

A 7:00 o'clock.

Q In the morning?

A That is right.

Q Where did you work?

A United States Industrial Chemical Company.

Q Where is that?

A Baltimore.

Q You had to be in Baltimore at 7:00 o'clock in the morning?

A That is right.

Q And you made your father's breakfast?

A Yes.

Q What did you give him for breakfast?

A Whatever he wanted. Didn't have no special thing, whatever he asked for.

Q What did he usually get?

A Get eggs, meat, scrapple, anything he asked for. We had no routine.

Q Didn't he ever complain all he was getting was coffee and bread?

A If he did he had no business complaining.

Q Isn't that what Hammond was saying about you?

A I don't know what Hammond was saying about me, I never heard nothing about what Hammond said about no bread and coffee, never heard nothing about that.

Q All right, your wife came when?

A She came, I think, if I am not -- I don't know for sure, I think it was between 11:00 and 1:00, I think sometime between that day.

Q And she cooked his meal?

A She cooked his meal and brought it to him.

Q Cooked the meal at your home and brought it to him?

A Yes, her and her mother.

Q How many strokes had your father had by this time?

A As far as I know it was only one. That is the only one-- between the time I went there,he had one before I went there and he had none until after my mother as far as I know.

Q How many did he have altogether?

A Well, they claim he had a small one when I was working. Now if he did or not -- they found him there. I know he had one before he died.

Q After the second one he went to live with Emma Clark, didn't he?

A Yes.

Q And he had another one after that, didn't he?

A I don't know whether he had a second one after that, I don't know. I couldn't answer because I don't know.

Q Didn't you talk with his doctor?

A I didn't see his doctor. They took him to the doctor's and said they would tend to him. I said, "All you do is get the bills and give me the bills and I will pay the doctor".

Q Did they give you the bill?

A No, I never seen no doctor's bill. If they took him to the doctor or not I don't know that. I never seen a doctor's bill.

Q Who cooked his supper?

A I cooked his supper when I came home.

Q What did you give him?

A Well, soup, anything, meat, potatoes, anything good to eat; never give him nothing that wasn't good to eat.

Q Do you know how to cook?

A I could cook you a meal if you wanted it, if you ask for it. I cook around home, get my own breakfast;when my wife is out, cook my own meals at home.

Q Did your father return to the farm following the second stroke?

A When he went away from the farm, you mean? When he went down to Clark's, when she said he had a stroke? I don't know whether he had a stroke or not, I wouldn't say he had a stroke at that time. The only time when he came back to the farm was when I brought him down or someone else brought him down. He never came down.

Q He stayed with Emma Clark?

A He stayed with Emma Clark.

Q Did you go to visit your father at Clark's?

A Pretty near every day, sometimes every other day, sometimes every day, see?

Q Your father didn't dismiss his law suit, did he?

A I don't know that even.

Q Why did your father file suit against you?

A I don't know, only thing I know is that I swindled him out of the place, the deed or something, and starved him to death. I don't know what else it was.

Q How did he say you swindled him out of the place?

A I don't know, he said he didn't have his right mind or something like that; I didn't understand that thing.

Q What did your father say to you? What did he tell you you had done to swindle him?

A He didn't tell me nothing. When I found out was talking about that -- their lawyer came down to my house.

Q Didn't he ask you to give him back his place before he went to a lawyer?

A Before he went to a lawyer?

Q Yes.

A No, sir, he didn't ask me. I told him when things were

straightened up and if he wanted his place back and the other children wanted to have the place to give me the money back I had tied up into the place to that time, counting funeral bill and all. I said I would give it to him.

Then they went and got a lawyer and put the law on me right away and didn't give me a chance to straighten up.

Q Your father is the one who got the lawyer?

A My father got the lawyer?

Q Yes.

A My father never did talk to the lawyer very much.

Q Your father signed the papers?

A Oh, yes, naturally.

Q Filed suit and swore to what was in the paper.

A Yes.

Q Didn't you promise to pay $200 down and $100 a year until you paid $3500?

A No, sir, where did you get that at? No agreements like that made.

Q Did the children ever make you any offer to get the place back?

A Never one of them.

Q Now, what did your father say to you that you had done wrong?

A He didn't say I did wrong. The only thing he said I did wrong is when they served this summons to me; that is the only thing.

Q Before that, you know he didn't go to a lawyer without first having tried to get his place back without a lawyer; you know that, don't you?

A I don't know that, no. I don't know what he did.

Q What did he tell you you had done wrong?

A He didn't tell me, he didn't tell me that. Only when that summons was read to me, that is all. When I got the sheriff to read the summons to me, what it was about.

Q You mean to tell The Court your father never had any conversation with you about getting his place back?

A Yes, never asked me to give it -- he asked one time and I told him, I said, "When my mother is cooled down," I told him, "I will settle up with you, if the other children want the place and want it so bad let them pay what I have got in the place".

Q Didn't he say he wanted the place?

A He said he wanted it for the children. He said he wanted it for the other children and didn't think it was right for one to have it all. That is what he said. He didn't want the place for himself.

Q Well, didn't you tell him he had signed a paper?

A I told him he had signed a paper?

Q The deed.

A He knew he signed that, I didn't have to tell him that.

Q Well, what did he say about the deed?

A He didn't say nothing. He signed the deed, that was all.

Q Did he say that he didn't know what he was doing?

A He didn't say nothing like that.

Q What did he say about it?

A He didn't say nothing.

Q Your mother said, though, that you weren't feeding them, weren't doing what you were supposed to do?

A I don't know what my mother said.

Q You said so.

A Said I wasn't feeding them?

Q Yes.

A When did I say that -- She might have told them.

I might have said that. She told me that? She didn't tell me nothing.

Q You said so.

A Always took food there.

Q She claimed she wasn't getting enough or something like that, you said that yourself.

A Well, she might have told the other people, that is what she was telling the other people and the other people were telling me.

Q You said that, you affirmed to that.

A If I said it, that is right then. If I said it, that is right.

Q Well, that is right? That she said that?

A Sure, I could say to my wife I wasn't getting enough to eat, too, but that wouldn't make it right.

Q She told you that?

A She told me that, yes. One time she told me that, that is all. She said I wasn't giving her nothing, she wasn't getting enough.

MR. KLAWANS: That is all.

(Examination of witness concluded.)

- - - -

Morris Schultz

Thereupon:

ELIZABETH SCHULTZ

a witness of lawful age, produced on behalf of the Plaintiff, having been first duly affirmed by the Notary Public, was examined and testified as follows:

DIRECT EXAMINATION

By Mr. Goodman:

Q What is your name?

A Elizabeth Schultz.

Q What is your maiden name?

A Krause.

Q Where do you live?

A Severn.

Q How old are you?

A You know my father.

Q How old are you?

A 32.

Q How long have you been married?

A I can't think -- 15 years I think it was, 1934 I was married.

Q Did your mother-in-law and father-in-law approve of

your marriage to your husband?

A Yes.

Q When did you first start having difficulties with them?

A Well, just a little time after we went there and she started visiting the children and they went back and wanted the place and we started having difficulties.

Q You mean after the deed had been signed already?

A Yes.

Q Up to the time the deed had been signed did you get along with your parents-in-law?

A Yes, I really did.

Q How often did you go to visit them?

A Before that?

Q Yes.

A About once a week, sometimes every two weeks.

Q Did you get along with your sisters-in-law too?

A Quite good, reasonably. I mean, I didn't fool much with them because, I mean they was wild people; they liked drinking and all and I didn't.

Q Did you ever have any fights with any of your in-laws?

A I don't know, not no serious fights, I don't think it was.

Q Why was it that Mr. and Mrs. Schultz decided to turn the property over to you and your husband?

A Well, they told us that nobody else would take care of them and my father-in-law had a paralytic stroke and he couldn't work and they said none of the other children would take care of them so they asked us to.

Q Did you ask the other children if that was true?

A I asked them, some of them, yes.

Q What did they tell you?

A Gordon Schultz said she asked them.

Q Asked him to take the property?

A Yes, said he even stayed there a couple of nights; he said he couldn't stand it down there.

Q Did Gordon tell you that his parents asked him to take the property over just as you took the property over?

A Yes, he told us.

Q Did any of the other children tell you that?

A No.

Q How long after your father-in-law made that proposition to you was the deed signed?

A Ask me again, I can't get it straight.

Q How long after your father-in-law made the proposition to you was the deed signed?

A I don't know.

Q How long before you had the deed signed had your father-in-law asked you to take it over?

A I don't know, I didn't keep track of that.

Q Did you do it right away?

A No, not right away.

Q Did you think it over?

A Yes.

Q How long did you think it over?

A I don't know, I didn't keep track of it.

Q Who decided to go to the lawyer?

A What, to get the deed?

Q Yes.

A -- fixed. I don't know, I guess all of us did.

Q Mr. Anderson was your lawyer, wasn't he?

A Yes.

Q Had he done work for you before?

A Yes.

Q And for your husband?

A Yes, both of us together.

Q He had not done any work for your father-in-law before, had he?

A I don't know. I couldn't be able to tell you that.

Q You suggested Mr. Anderson for your father-in-law to get the deed?

A Oh, yes.

Q Your father-in-law had no idea where to go?

A I guess they do. I guess they knew lawyers.

Q Who went to see Mr. Anderson first, you?

A No, we all went together.

Q All of you?

A Yes.

Q Was the deed prepared the same day you went there?

A No. I don't think so.

Q How long after you went there was the deed prepared?

A I don't know.

Q What did you tell Mr. Anderson when you got in there?

A Well, my goodness, I couldn't remember that.

MR. DUVALL: I object to that.

By Mr. Goodman:

Q Who talked with him?

A Huh?

Q Who talked with Mr. Anderson?

A Who talked with him?

Q Yes.

A Mrs. Schultz.

Q Where?

A At his home.

Q At his home?

A Yes.

Q Was Mr. Schultz along?

A Yes, all of us were there.

Q Had Mr. Schultz a stroke before that?

A Yes.

Q Was your father-in-law able to walk when you went into Mr. Anderson's office?

A Yes.

Q Was his mind clear?

A As far as I know it was clear. I mean, I didn't examine it.

Q Who told Mr. Anderson how to prepare the deed, your

husband?

A No, Mr. Schultz did.

Q What did he tell Mr. Anderson?

A Who?

Q Mr. Schultz, that is your father --

A Mrs. Schultz. Oh, Mrs. Schultz.

Q What did she tell him?

A I can't remember.

Q Was anything said about money?

A I don't know.

Q Do you remember saying that you and your husband would pay your father-in-law $3500 for that property?

A No, I don't think it was $3500, I think it was -- it was $3,000.

Q $3,000?

A Yes.

Q And you were to pay $200 down, weren't you?

A Yes.

Q And $100 a year?

A No, it wasn't no special arrangements made, as we got it.

Q As you got it?

A Yes.

Q And you paid $200 down, didn't you?

A Yes. She said if we got it paid before their death it was all right and if we didn't it would be all right too, that way, as long as we took care of them.

Q Where did you pay the $200, in Mr. Anderson's office?

A No, when we got home.

Q To whom did you give the money?

A Mrs. Schultz and she handed it to her husband.

Q Was it in cash?

A Yes.

Q Who wrote the receipt for it?

A She did.

Q Do you have the receipt?

A Yes.

Q Is it with you?

A You have it, don't you?

MR. DUVALL: Yes.

By Mr. Goodman:

Q When was the next payment that you made?

A Well, we didn't get a chance to make it any more.

Q Your father-in-law didn't die for two years after that.

A For two years, I know, but we didn't make no agreements when to pay him.

Q Did you intend to make any further payments?

A Yes, we did.

Q Out of what monies were you going to make the payments?

A As we saved it from what he earned during the weeks, we were to save it together.

Q Where was your husband working?

A USI.

Q USI?

A USI Chemical plant.

Q What was his salary?

A Made different wages.

Q $50 a week?

A Different wages.

Q $50 a week?

A I don't know, different wages, I couldn't --

Q Were you working at that time?

A No.

Q Did you raise any crop on the farm?

A We raised a little garden, just a little bit, not much.

Q It wasn't much?

A No, because he was working 7 days a week and,I mean it was 12 hours a day, I think he was working.

Q The crop wasn't enough to sell?

A I was working myself, you know, I couldn't do much.

Q Well, then, the $200 was all you paid and when your father-in-law died you still owed him $2800, didn't you?

A Yes, that is right.

Q Did you ever offer to pay that money to the children?

A No.

Q Why not?

A Because we made the agreement with Mrs. Schultz, we didn't make it with the children.

Q Didn't you intend to pay Mrs. Schultz?

A If she lived, yes, I told you that.

Q Well, if they didn't live, didn't you feel you owed somebody that?

A No, because the arrangements was we were to take care of them and she said if we didn't pay any more it would cover

it if we kept them.

Q What sort of keep were you supposed to give her?

A Supposed to give them a comfortable maintenance.

Q Did you?

A As long as they lived, yes.

Q Did you?

A Yes.

Q What did you do to make Mrs. Schultz comfortable?

A I did all the washing and ironing and did the cooking and the little work she done was wash the dishes once in a while, that is all she did, and did her crocheting.

Q Where did you live when you did that?

A With her.

Q You left there, though, didn't you, in November, 1946?

A I don't know, is that the date I give you?

MR. DUVALL: You can't ask me.

THE WITNESS: Well, I don't know, I have to look that up. I couldn't have the dates in my mind, I can't keep it in my mind.

By Mr. Goodman:

Q You lived there just about 9 months with them, didn't you?

A I know I left but I don't know exactly what time I left.

Q When you left,Mrs. Schultz was still living, wasn't she?

A Yes.

Q And so was your father-in-law?

A That is right.

Q What was your father-in-law's condition of health then?

A He seemed to be in pretty good health.

Q Was he walking around?

A Yes.

Q What was Mrs. Schultz's health?

A She seemed to be pretty good.

Q How did they keep the house?

A How did they keep it?

Q Heat it?

A Heat it?

Q Yes.

A With wood.

Q Who got the wood for them after you left?

A I think Mr. Schultz gathered it up and a man by the name of Kirby Hammond, he stayed on the farm all the time.

Q He did a lot of the work around the house, too, didn't he?

A Yes.

Q When you left, were Mr. and Mrs. Schultz able to take care of themselves?

A Yes, I guess they were. Well, we still took care -- I mean we still took things down there for them to eat and all. We saw to it they had plenty to eat. Once a week.

Q How often did you go there?

A Once a week.

Q You mean you carried enough food once a week to carry them through the week?

A That is all I get for my own home is once a week and I have got a family, too, and we live off that from week to week.

Q What type of food would you give them?

A Wait until I get home, I will write it all down.

Q Would you buy cereal?

A Sure, cereal.

Q Meats?

A Yes.

Q What kind of meats?

A Any kind, beef.

Q Eggs?

A Eggs.

Q Bread?

A Sure bread, the main thing.

Q And vegetables?

A Yes.

Q And you kept their kitchen pretty well stocked?

A Their cellar was stocked full.

Q The cellar was stocked full with the food Mrs. Schultz had canned before you came in ?

A And some I had canned too. I helped her to can. I mean we canned together in the summer when -- the summer I was there.

Q You paid for the things?

A Yes.

Q Did Mrs. Schultz or your father-in-law ever complain to you about being hungry?

A No.

Q Didn't they tell you they didn't get enough to eat?

A No.

Q Why did they tell your -- the other children you weren't feeding them?

A I don't know. I don't know what they told the other children.

Q Their minds were clear until the folks died?

A As far as I know they were.

Q They weren't crazy, they had all their senses?

A As far as I know, we never had their minds examined or anything but they looked normal to me.

Q Talked normal?

A They talked normal.

Q Did you go back to see them often after you left there?

A I went there once a week.

Q How often after Mrs. Schultz died did you go back?

A We went back and stayed.

Q After Mrs. Schultz died?

A Yes.

Q How long did you stay there?

A We stayed a pretty good while, I guess.

Q A couple of months?

A I don't know how long we stayed.

Q Did Mr. Schultz have his second stroke while you were still there?

A Yes, my husband was still staying there.

Q Why weren't you?

A Because he fought me too much.

Q Who did?

A Mr. Schultz.

Q Your husband didn't sleep there nights?

A Yes, he did, he slept there.

Q You slept down your mother's?

A Yes.

Q And your husband slept there every night?

A Yes.

Q You are sure of that?

A Yes, as long as he wasn't working he was there.

Q Well, he had a lot of night duty, didn't he?

A No, once a month.

Q How long did he work nights, once a month?

A I think it was five nights.

Q During the week that he was working nights, who slept up at the father's house?

A I don't know.

Q Didn't you bother to find out?

A Well, my husband was taking care of that.

Q It didn't mean anything to you that your father-in-law

was to get comfortable and good care?

A Yes, I was worried about it.

Q How did you exercise any concern about them if you never went up to see your father-in-law when you knew he was alone?

A What?

Q I say, how did you exercise any concern about your father-in-law if you didn't even go up there to see him the nights your husband worked?

A Well, I did go up there one night.

Q One night in the week?

A Once, yes. A couple of nights, I don't know how many times it was. I mean I went up there.

Q During that period?

A Yes, I took my mother up there to see how he was.

Q Once?

A A couple of times.

Q You are sure of that?

A Yes, I am sure of that.

Q Was Mr. Schultz able to walk around during that period?

A Yes.

Q Was the house heated then?

A Yes. No, I think it was in August, the last part of

August or September, didn't need any heat.

Q Did the house have electricity?

A No. It has now; it didn't have it then.

Q Who tore the wall paper off the house when you folks moved out?

A Nobody.

Q Was the house in good shape?

A It came off itself because it was that plaster, you know, it was all dry plaster and it fell down itself.

Q You didn't tear it down?

A No, why would I do that for if I put it up there? I would be crazy to go and pull it down after you put it up there.

Q When did you and your husband promise to return the house to your parents-in-law?

A Well, we didn't -- what do you mean?

Q Your parents wanted the house back and you agreed to give it to them, didn't you?

A I don't know nothing about that, I don't know anything about that. You might as well go to the next question.

Q We know the house was offered back to your parents-in-law and I want to know when it was you offered it back to them?

A I can't think.

Q Was it after your mother-in-law died or before?

A I don't know, you have got me bewildered.

Q You want to tell the truth, don't you?

A Yes, I do.

Q Tell me what were the terms under which you would return the house to your parents-in-law?

A There was no terms, we were just going to give it back.

Q Did you give it back?

A No.

Q Why didn't you?

A Because she died before we give it back to her.

Q Why didn't you give it back to the father-in-law?

A Because what good would it be to him, he wasn't able to take care of himself.

Q Why were you going to give it back to Mrs. Schultz while she lived?

A I mean we had figured that she could rent some of the rooms out and she could manage better than he could. She didn't have better management than he did, he couldn't manage.

Q When they told you they would like to have the house back you and your husband agreed to give it back?

A Yes.

Q But she died before you could do it?

A No use to give it back to him and we had money tied up in it and he wouldn't be able to manage it.

Q You didn't expect Mrs. Schultz to give you any money?

A No, we weren't expecting any money from her.

Q You were perfectly satisfied to return the house without any money from Mr. and Mrs. Schultz, your parents-in-law?

A That is right.

Q Mrs. Schultz, unfortunately, died ahead of time?

A Yes, don't get me wrong, I don't expect to give it to the children for nothing.

Q How much do you want from the children?

A That is up to my husband to decide.

Q Would you be willing to sell it to the children now?

A Yes.

Q Had you and your husband agreed on any particular price?

A No, I mean he knows more about the price of the house.

Q Have you any idea what price you were discussing?

A We sure want what we put into it, back.

Q How much have you put into it?

A We haven't counted it up yet.

Q Would it be over $1,000?

A Way over that, way over that.

Q $1500?

A Over that, too.

Q $2,000?

A I don't know about that.

Q Just what did you put into the house?

A Well, for electric alone we paid $400 for it.

Q To whom?

A Gas and Electric; I mean I have a bill where I paid that much.

Q What else did you spend?

A We spent the funeral bill, $600, for Mrs. Schultz and the children promised to pitch in and help pay it. Only one, Addie Escavage, gave us $40 or $45 it was and none of the rest gave us one cent towards it.

Q What else did you do?

A We papered and painted.

Q What did you pay for that?

A I don't know, I said we had to have the bills and all.

Q Who did that?

A -- fixed up.

Q Who did that?

A A fellow from the job.

Q A fellow from the job.

A Some of the painting he did.

Q What else did you do?

A I don't know, we have to figure it up. I mean if you figured on making a settlement we will get our papers all fixed up and count it up and bring them down to you.

Q Are you willing to do that?

A Yes, if it comes to that.

Q Well, at any rate you are willing to convey the property to the children if they will reimburse you and your husband for the amount of money you put in the house?

A And his share.

Q And improvements.

A And his share.

Q "And his share" what do you mean by that?

A Don't each child get a share after a place is divided?

Q You mean your husband will share in the property with

his brothers and sisters?

A Yes, with the heirs, surely.

Q Surely, I understand that.

Have you made any money on the property since you have had it?

A No. Yes, we have made a little bit off the rent.

Q What rent are you getting now?

A $25 a month.

Q How long has it been rented?

A Well, it has been rented off and on. I have the dates andall at home.

Q For a period of how long?

A What do you mean, altogether or off and on?

Q Altogether.

A You mean when I started but not counting the time it was vacant?

Q That is right.

A From the time we started, I don't even know that; I have got that down home.

Q It was repaired after your father died?

A It was repaired before and after.

Q Before and after?

A Yes.

Q And after your father died, that is when you started renting?

A Yes, a couple of months after that, I think it was.

Q Your father --

A My father-in-law.

Q Your father-in-law died May 26, 1947 and your --

MR. KLAWANS: He died September, 1946.

MR. DUVALL: No, died January 21, 1948.

THE WITNESS: Yes, it was in January.

MR. DUVALL: That is the date given me.

THE WITNESS: I don't think the place has been rented out much more than a year if it has been that long.

By Mr. Goodman:

Q Did your father-in-law tell you he was going to sue you to get the property back?

A No, he didn't tell us but we got a letter from Mr. Styles, their other lawyer that they had.

Q Did you go then to your father-in-law and talk to him about it?

A Talk to my father-in-law about it?

Q About the suit.

A No, I don't think we did.

Q Did you go back and offer him the house again?

A The father-in-law?

Q Yes.

A No.

Q You didn't talk with him about the suit at all after it was filed, did you?

A He mentioned it a couple of times but we didn't talk much about it.

Q What made him sue you, do you know?

A I don't know for sure but I have got an idea.

Q What is your idea?

A I think the other children pushed him into it.

Q You think so?

A Yes.

Q You can't blame them can you?

A Yes.

Q You do?

A They never thought nothing of the mother before, did they?

Q Did they get along with the parents before?

A She told me she wanted each child to give her $2 a week and couldn't get them to do it. Why didn't they all pitch in and give her that $2?

Q You mean she wasn't getting along with the children other than your husband?

A She told me they wouldn't give her $2 a week.

Q Is that the only complaint she had about the children? In all that time?

A No, they never did get along too good.

(Examination of witness concluded.)

Elizabeth Schultz

- - -

NOTARIAL CERTIFICATE

STATE OF MARYLAND)
: ss
ANNE ARUNDEL COUNTY)

I, Elmer C. Forand Jr., a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, do hereby certify that the above named witnesses, Morris Schultz and Elizabeth Schultz, were by me first affirmed to testify to the truth, the whole truth, and nothing but the truth, that their deposition as above set forth is a true record of the

testimony given by the witnesses, ~~the witness, each one~~, reading and signing ~~his~~ deposition ~~in my presence~~ waived by stipulation of; and that their depositions were taken at the time and place noted in the caption hereof.

I certify that I am not counsel, attorney or relative of either party, or otherwise interested in the event of this suit.

IN WITNESS WHEREOF, I have hereunto set my hand ~~and~~ affixed my Notarial Seal this 26th day of ~~June~~ July, 1949.

Elmer C. Forand Jr.
Notary Public

My Commission expires May 7th, 1951.

Stenographic Costs:

58 pages @ .60 per page, original	$ 34.80
58 pages @ .10 per page, copy	5.80
	$ 40.60
	TOTAL

HENRY SCHULTZ, : No. 9269 Equity

Plaintiff, In The Circuit Court

vs. For

MORRIS SCHULTZ : Anne Arundel County
ELIZABETH SCULTZ,

Defendants

PETITION FOR FINAL ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Lillian Stinchcomb, as administratrix of the estate of Henry Schultz, deceased, respectfully shows:-

Filed-August 19th 1949.

1. That by order of this Court passed in the above case on July 11, 1949, the defendants were required to show cause on or before July 26, 1949, why this petitioner should not be made a party plaintiff to this case. That said order was duly served within the time stated in said order, on the solicitor for the defendants. That no cause to the contrary has been offered.

TO THE END THEREFORE: That the petitioner be made party plaintiff to this cause, as administratrix of the estate of Henry Schultz, deceased.

E. Clarence

Solicitor for petitioner

Ordered by the Circuit Court for Anne Arundel County in Equity this 19th day of August, 1949, that Lillian Stinchcomb is hereby made a party plaintiff to this case as administratrix of the estate of Henry Schultz, deceased.

Benjamin Michaelson Judge

BOOK 70 PAGE 284

HENRY SCHULTZ,	*	NO. 9269 EQUITY
Plaintiff,	*	
vs.	*	IN THE CIRCUIT COURT
MORRIS SCHULTZ	*	FOR
ELIZABETH SCHULTZ,	*	ANNE ARUNDEL COUNTY
Defendants,	*	

* * * * * * *

ORDER TO STRIKE APPEARANCE

* * * * * * *

Filed-August 22, 1949.

Mr. Clerk:

Please strike my appearance as solicitor for the Defendants in the above entitled cause.

Solicitor for Defendants

Service of copy admitted this 22 day of August, 1949.

Solicitor for Plaintiffs

BOOK 70 PAGE 285

Henry Schultz,	:	No. 9269 Equity
Plaintiff,		In The Circuit Court
vs.		for
Morriss Chultz and Elizabeth Schultz, his wife,	:	Anne Arundel County.
Defendants.	:	

Filed September 1, 1949.

PETITION FOR RULE TO EMPLOY NEW COUNSEL

To The Honorable, The Judges of said Court:

The plaintiffs respectfully show:-

That C. Osborne Duvall, solicitor for the defendants has stricken out his appearance.

TO THE END THEREFORE: That a rule be laid and served on the defendants to employ new counsel.

E. Klawans

Emanuel Klawans, co-solicitor for the plaintiffs

Filed September 1, 1949

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 1st day of September, 1949, that the defendants, Morris Schultz and Elizabeth Schultz, his wife, employ new counsel on or before the 15th day of September, 1949, provided that a copy of this order be served upon them by the 10½ day of September, 1949; otherwise this cause may be proceeded with ex parte.

Benjamin Richardson Judge

No. 9269 Equity,

Henry Schultz, Plaintiff, :

IN THE CIRCUIT COURT

vs. :

FOR

Morris Schultz and :
Elizabeth Schultz, his wife, :
DEFENDANTS. :

ANNE ARUNDEL COUNTY

. . . . . .

Mr. Clerk:

Kindly enter my appearance as attorney for the said Morris Schultz and Elizabeth Schultz, Defendants in the above entitled case.

George Sachse

George Sachse--Glen Burnie, Md.
Attorney for Defendants.

Filed Sept. 23" 1949

Henry Scultz, et al, Plaintiffs, vs. Morris Schultz, and Elizabeth Schultz, his wife, Defendants. : No. 9269 Equity In The Circuit Court for Anne Arundel County.

PETITION FOR LEAVE TO AMEND BILL OF COMPLAINT

To The Honorable, The Judges of said Court:

Filed - June 2nd 1950

The plaintiffs pray leave of Court to amend the bill of complaint so as to allege facts and to pray for a partition sale of the premises, and an accounting for rents and improvements received and made by the defendants, etc.

Emanuel Cowen
Co-Solicitor for the plaintiffs

CONSENT TO PROPOSED AMENDMENT OF THE BILL OF COMPLAINT.

The defendants, by their solicitor, consent to the above requested amendment of the bill of complaint.

George Sachse
Solicitor for the defendants

ORDER OF COURT

Filed - June 2nd 1950

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 2d day of June, 1950, that leave is hereby granted to the plaintiffs to file an amended bill of complaint in the above entitled case.

Benjamin Michaelson Judge

BOOK 70 PAGE 288

William Schultz,
Gordon Schultz,
Addie Escavage,
Hilda Warful,
Emma Clark,
Lillian Stinchcomb, in her own behalf and as administratrix of the estates of Henry Schultz, deceased, and Ida Schultz, deceased,

Plaintiffs,

vs.

Morris Schultz, and
Elizabeth Schultz, his wife,

Defendants.

No. 9269 Equity

In The Circuit Court

for

Anne Arundel County.

AMENDED BILL OF COMPLAINT

To The Honorable, The Judges of said Court:

The plaintiffs respectfully show:-

Filed June 2nd 1930

1. That Henry Schultz and his wife, Ida Schultz, owned in fee simple thirty five acres of land improved by a dwelling and other improvements, located in Anne Arundel County, on which they lived and made their home for many years.

2. That when they were both advanced in years, and Henry Schultz had only recently recovered from a serious illness that left him virtually unable to work at any gainful employment, an agreement was made between them and their son, Morris Schultz and the latter's wife, Elizabeth Schultz, in pursuance whereof they conveyed said realty to said defendants in fee simple, upon express consideration that they be comfortably maintained, upon those premises, in the family of the grantees, for the duration of the natural life of each of the grantors, as will more fully appear by reference to said deed a certified copy of which is herewith filed as exhibit "A" with the original bill of complaint in this case and is prayed to be taken as part hereof.

3. That the defendants have never complied with the consideration of said deed, and have not only failed and neglected to comply with their promises and agreements, but have continuously refused to

comfortably maintain either Henry or Ida Schultz, or to remain with them upon said premises, or to support them within the family of the defendants, and on the contrary they moved away from the premises, failed to support or provide or care for either Henry or Ida Schultz from the time said deed was made until the death of Ida Schultz May 26, 1947, and until the death of Henry Schultz January 21, 1948, so that the latter suffered undue hardships and were forced to beg for and seek the charities of their friends and neighbors in order to procure the bare necessities of life, and the defendants interfered with, hindered and prevented others from furnishing necessary help to Henry Schultz and Ida Schultz, and failed to furnish the express consideration for said deed not only substantially but virtually totally. The plaintiffs allege on information and belief that there was no intention at any time on the part of the defendants to perform the consideration for which the said deed was executed and such representations and promises were made for the purpose of defrauding the said grantors.

4. That in their life times and soon after said deed was executed, Henry Schultz and Ida Schultz, his wife, made claim to the defendants that the latter had broken their contract and notified the defendants of their election to rescind and recover said realty, and the defendants agreed to recission of the transaction and promised to re-convey said premises to Henry Schultz and Ida Schultz, and moved away from the premises, and ceased to furnish them with support, but neglected and refused to re-convey said premises.

5. That in his life time, Henry Schultz instituted this suit to have said conveyance declared null and void and recover said realty, as will more fully appear from the original bill of complaint filed in this case, incorporated herein by reference.

6. That while this suit was pending, Henry Schultz died intestate.

7. That Henry Schultz is survived by all of his children, namely William Schultz, Gordon Schultz, Morris Schultz, Addie Escavage, Hilda Warful, Emma Clark, and Lillian Stinchcomb, all of whom are more than twenty-one years of age and are of sound mind.

8. That the same children are also all of the children of Ida Schultz, who pre-deceased Henry Schultz.

9. That the defendants have been receiving the use, rents and profits from said realty up to the present time, and have made some improvements of the property and spent some money for taxes and upkeep.

10. That notice to any creditors of Henry Schultz and of Ida Schultz has been published and the time for filing claims has expired and no claims have been filed.

11. That said realty cannot be divided without loss or injury to the parties interested, and it is to the best interest and advantage of all of them that the same be sold and the proceeds divided among those entitled thereto.

To The End Therefore: (1) That the said deed to the defendants be declared null and void.

(2) that said realty be sold by decree of this Court appointing trustees for that purpose, and that the proceeds be divided among the parties according to their respective interests under direction of this Court.

(3) That the defendants account for the use, rents and profits of said land,

(4) That this Court decide what if any allowances the defendants are entitled to for expenditures made by them in connection with said land,

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

And as in duty bound, etc.

Solicitors for the plaintiffs

Service of copy of the aforegoing bill of complaint on June 1, 1950, is hereby admitted.

Solicitor for defendants

William Schultz, et al, : No. 9269 Equity

Plaintiffs, In The Circuit Court

vs. For

Morris Schultz, et al, : Anne Arundel County.

Defendants.

ANSWER TO THE AMENDED BILL OF COMPLAINT.

Filed June 2nd 1950

To The Honorable, The Judges of said Court:

The defendants answer the amended bill of complaint as follows:-

1. They admit the allegations made in paragraphs Nos. 1 and 2.

2. They deny the allegations made in paragraphs 3 and 4.

3. They admit the allegations made in paragraphs Nos. 5, 6, 7, 8, and 9. Further answering paragraph No. 9, they admit that they have received the use and profits of the premises and rents aggregating $400. In event that said deed should be annulled, they allege that they have made the following expenditures for the maintenance and improvement of the premises:-

State & County taxes for 1946	49.62
do. 1947	51.72
do. 1948	43.68
do. 1949	46.10
6/2/47 Wm. Cook for funeral of Ida Schultz, $609.95 less $50 paid by Addie Escavage	559.95
C. Albert Hodges, Insurance premiums	
policy # 1031A expires 10/18/48	17.40
" 1087 " 10/18/49	17.40
" D20035 " 10/18/50	17.40
5/5/48 V. H. Henkel, cementing cellar, install sink,&et	178.00
1/19/50 Atlas Lumber Co., 3 windows	23.52
June '48 George E. Crouse, repairing well	163.48
do. do. filling old well	50.00
1/6/50 do. a/c drilling new well	100.00
2/6/50 do. do.	50.00
8/7/48 Wm. E. Steiner, wiring house	57.42
8/24/49 Cons. Gas Co., electricity to house	437.50

BOOK 70 PAGE 292

March 1946, papering 6 rooms, Alma Peddicord			120.00
2/9/47	J.F. Johnson Lumber Co.	2 gals paint	6.51
2/28/49	do.	2 qts texolite	1.92
2/15/49	do.	1½ gal. texolite	5.35
April 1946	A. A. County Farmer's Assn.,	cover crop seed	12.90
do.	do.	do.	17.10
6/27/49	R?M. Jerman,	fertilizer	93.00
10/15/46	Edward Hall,	surveyor	35.00
3/11/46	Marvin I. Anderson,	deed etc.	59.75
Paid to Henry Schultz and Ida Schultz on account of purchase price of said property			200.00

4. They admit the allegations made in paragraphs Nos. 10 and 11.

And having fully answered they pray to be hence dismissed with their costs.

George Sachse
Solicitor for the defendants

Service of a copy on June 2nd 1950 is hereby admitted.

E. Clewans
Co*solicotor for plaintiffs

HENRY SCHULTZ, et al.	:	NO. 9269 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
MORRIS SCHULTZ, et al.	:	ANNE ARUNDEL COUNTY

:::::::

Filed June 3, 1950

PETITION FOR APPOINTMENT OF SPECIAL STENOGRAPHER
AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the complainants in the above-entitled case respectfully requests that this Honorable Court designate Laura R. Jickling as special stenographer to transcribe testimony in said case by reason of the absence of a regular court stenographer.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainants

ORDER OF COURT

Filed June 5, 1950

Upon the foregoing petition, it is this 5th day of June, 1950, ordered by the Circuit Court for Anne Arundel County in Equity that Laura R. Jickling be, and she is hereby, appointed special stenographer to transcribe testimony in the above case, taken before a standing examiner of this Court.

Judge

Henry Schultz,	)(	No. 9269 Equity
et al	)(	In the Circuit Court
	)(	for
vs.	)(	Anne Arundel County
Morris Schultz,	)(	
et al	)(	

Filed June 10 1950

TESTIMONY ON BEHALF OF PLAINTIFFS

June 8, 1950.

Present:

Albert J. Goodman, Esq.,
Emanual Klawans, Esq.,
Solicitors for Plaintiffs

George Sachse, Esq.,
Solicitor for Defendants

John S. Strahorn, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

Witnesses:

Lillian E. Stinchcomb — Pages 1 to 4

William Schultz — Page 5

Signatures Waived.

Mr. Clerk:

Please file.

John S. Strahorn
EXAMINER

Lillian E. Stinchcomb, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. GOODMAN:

Q. 1 What is your name?

A. Lillian E. Stinchcomb.

Q. 2 Where do you live?

A. Odenton, Maryland.

Q. 3 Are you related to Henry Schultz?

A. That's right.

Q. 4 And to his wife, Ida Schultz?

A. Yes.

Q. 5 What relationship do you bear to them?

A. I am their daughter.

Q. 6 Are they living now?

A. No.

Q. 7 When did they die?

A. My mother died May 26, 1947, and my father died January 21, 1948.

Q. 8 Did your father leave any real estate at the time of his death?

A. Yes, he did.

Q. 9 What did that real estate consist of?

A. A thirty-five acre tract of ground improved by a dwelling house and barn, and two sheds.

Q. 10 Will you describe the house as it is at present?

A. The house is a two story house, it has seven rooms - four up and three down. It is frame.

Q. 11 With or without electricity?

A. It was without electricity at that time.

Q. 12 But it now has electricity?

A. Yes.

Q. 13 And water?

A. It has a well, well water.

Q. 14 What is the condition of the house?

A. Not so good.

Q. 15 What is the condition of the barn?

A. I don't know, that's not good either.

Q. 16 What about the two outbuildings?

A. I can't recall them but they weren't any good either.

Q. 17 What do you approximate the value of this property at, which includes land and the buildings on the land?

A. About $4,000.00.

Q. 18 Is this a certified copy of a deed which I now hand you, dated March 11, 1946, from Henry Schultz and Ida Schultz, his wife, to Morris Schultz and Elizabeth Schultz, his wife, which has a mark on it of "Plaintiff's Exhibit A", a certified copy of the deed which contains the description to the property we are now interested in?

A. Yes, it is.

Offered in evidence and filed with testimony, marked "Plaintiffs' Examiner's Exhibit No. 1."

Q. 19 When your father died, what children did he leave surviving him?

A. He left William Schultz, who is divorced, over twenty-one years old, and who is living at Severn, Maryland; Morris Schultz, over twenty-one years of age, married to Elizabeth Schultz, and living at Severn; Gordon Schultz, over twenty-one years of age, married to Dorothy Schultz, and living now at Severn, Maryland; Hilda Warfel, over twenty-one years of age, married to Charles Warfel, and living at Hanover, Maryland; Addie Escavage, over twenty-one years, married to Joseph Escavage, and living at Gambrills, Maryland; Emma Clark, over twenty-one years of age, married to Fred Clark, and living at Severn; and myself, Lillian E. Stinchcomb, over twenty-one years of age, married to Henry Stinchcomb, and living at Odenton.

BY MR. KLAWANS:

Q. 1 Were these all the children that Henry Schultz ever had?

A. No, I had another brother who died when he was seven years old, that was all.

Q. 2 And these are all the children Ida Schultz ever had?

A. Yes.

Q. 3 Did Ida Schultz leave a Last Will and Testament?

A. No, she didn't.

Q. 4 Did Henry Schultz leave a Will?

A. No, that I know of.

Q. 5 Have letters of administration been taken out on their estates?

A. Yes, they have.

Q. 6 Has notice to creditors been published?

A. Yes, it has.

Q. 7 Has it expired?

A. Yes, it has.

Q. 8 This property that you describe is the same property that is the subject matter of the litigation in #9269 Equity, is it not?
A. Yes.

BY MR. GOODMAN:

Q. 1 Is this property, in your opinion, capable of being divided in kind among the heirs of your father without loss or injury?
A. No.
Q. 2 In your opinion, what should be done with the property?
A. It should be sold and the money will have to be divided among all the children in order to be fair and equal.

Cross-examination Waived.

In answer to the General Question, Witness answered: "No."

Signature Waived.

William Schultz, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, deposes and says:

BY MR. GOODMAN:

Q. 1 What is your name?

A. William Schultz.

Q. 2 Where do you live?

A. Severn.

Q. 3 Are you one of the children of Henry Schultz?

A. Yes.

Q. 4 Your name is listed among the children named by your sister who has just testified?

A. Yes.

Q. 5 Was the testimony given by your sister with reference to all the heirs of your father at the time of his death true and correct?

A. Yes, that's right.

Q. 6 Did she describe the property left by your father at the time of his death accurately?

A. Yes.

Q. 7 What, in your opinion, is the value of this real estate?

A. About $4,000.00, somewhere around there.

Q. 8 Do you think the property can be divided in kind among the children without loss and injury to them?

A. I don't. They never can divide that.

Q. 9 What, in your opinion, must be done with the property?

A. It must be sold and the money divided up among the children.

Cross-examination waived.

In answer to the General Question, Witness answered: "No."

 Signature Waived.

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 the request of plaintiffs' Solicitors, is returned to the Court.

Witness my hand and seal this 10th day of June, 1950.

Jno. S. Graham (SEAL)
EXAMINER

JSS -$8.00
LRJ - 5.00

Henry Schultz, et al,	:	No. 9269 Equity
Plaintiffs,		In The Circuit Court
vs.		For
Morris Schultz, et al,	:	Anne Arundel County.
Defendants.		

CONSENT TO DECREE
AND
SUBMISSION FOR DECREE

Filed June 13, 1950.

To The Honorable, The Judges of said Court:

All parties to this cause, by their respective solicitors, do hereby consent to and request that the Court pass a decree as follows:-

(1) That the deed from Henry Schultz and Ida Schultz, his wife, to Morris Schultz and Elizabeth Schultz, his wife, dated March 11, 1946 and recorded among the land records of Anne Arundel County, Maryland, in liber J.H.H. 354 folio 110, of which a certified copy is filed with the original bill of complaint in this case as exhibit "A", be declared null and void and vacated and set aside by decree of this Court.

(2) That this Court decree a sale for purpose of partition of the land and premises described in said deed and of all right, title, interest and estate at law or equity of all parties to this cause in or to the same; and that Albert J. Goodman and George Sachse be appointed trustees to sell the same and to bring the proceeds of sale into this Court for distribution under its direction.

(3) That the sum of two thousand and four dollars and 72/100ths ($2,004.72) be allowed by decree of this Court to Morris Schultz and Elizabeth Schultz, his wife, out of the proceeds of said sale, to be charged against the shares of all parties to this cause , in full and final settlement and accounting between the parties for all rents, issues and profits received by the defendants and all expenditures and claims of the defendants in connection with said premises and for

funeral expenses of Ida Schultz and for moneys paid on account of the purchase price of said premises, and of all claims of the defendants; said defendants to further account for all rents of said premises, if any, that they may have received subsequent to May 25, 1950 or which they may hereafter receive, which rents they shall deliver to said trustees to be distributed under the direction of this Court.

(4) That Addie Escavage be paid fifty dollars ($50.00) out of said proceeds of sale, to be charged against the shares of all parties to this cause.

(5) That the plaintiffs pay half the court costs and the defendants pay half the court costs.

(6) That this case is hereby submitted for immediate decree.

Albert J. Graham

E. Clemens

Solicitors for the Plaintiffs

George Sachse

Solicitor for both defendants

Henry Schultz, et al, : No. 9269 Equity

Plaintiffs, In The Circuit Court

vs. for

Morris Schultz, et al, : Anne Arundel County.

Defendants.

DECREE

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

Thereupon, and upon the consent of the parties filed in this cause, it is this 12th day of June, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the deed from Henry Schultz and Ida Schultze, his wife, to Morris Schultz and Elizabeth Schultz, his wife, dated March 11, 1946 and recorded among the land records of Anne Arundel County, Maryland, in liber J.H.H. 354 folio 110, of which a certified copy is filed as exhibit "A" with the original bill of complaint in this cause and which has been placed in evidence, be, and the same is, hereby declared null and void, vacated and set aside.

Filed June 12, 1950

And it is further ADJUDGED, ORDERED AND DECREED that the property described in said deed and mentioned in these proceedings, and all the right, title, interest and estate, at law or equity, of all parties to this suit be sold; that Albert J. Goodman and George Sachse 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 Five Thousand dollars ($5000.00) with a corporate surety, ~~or in the penalty of _____ dollars ( ) 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 the 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 and 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 that the sum of Two Thousand and Four Dollars and 72/100 ($2,004.72) be, and the same is, hereby allowed to Morris Schultz and Elizabeth Schultz, his wife, out of the proceeds of said sale, to be charged against the shares of alll parties to this cause, in full and final settlement and accounting between the parties for all rents, issues and profits received by the defendants and all expenditures and claims of the defendants in connection with said premises and for funeral expenses of Ida Schultz and for moneys paid on account of the purchase price of said premises; said defendants to further account for any rents of said premises, if any, that they may

have received subsequent to May 25, 1950 or which they may hereafter receive, which rents they are hereby ordered to deliver to the trustees for distribution under order of this Court.

And it is further ADJUDGED, ORDERED AND DECREED that the sum of fifty dollars ($50.00) is hereby allowed out of said proceeds of sale to Addie Escavage for moneys paid by her on account of the funeral of Ida Schultz.

And it is further ADJUDGED, ORDERED AND DECREED that the costs of these proceedings be paid one half by the plaintiffs and one half by the defendants.

Benjamin Michaelson Judge

The solicitors for the respective parties do hereby consent to the passage of the aforegoing decree.

Albert J. Goodman
Solicitor for all of the plaintiffs

E. Clausen
Co-Solicitor for all of the plaintiffs

George Sachse
Solicitor for both defendants

No. 9269 Equity
Henry Schultz,et al
vs
Morris Schultz, et al

J. Md. Statutory.
Trustee's Bond.

BOOK 70 PAGE 306

#9269 Equity

Know all Men by these Presents,

THAT WE Albert J. Goodman and George Sachse

12 Church Circle, Annapolis, Maryland and Glen Burnie, Maryland

as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and No/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, 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 14th day of June in the year nineteen hundred and fifty.

Filed June 19 1950

WHEREAS, the above bounden Albert J. Goodman and George Sachse by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell real estate

mentioned in the proceedings in the case of Henry Schultz, et al

vs.

Morris Schultz, et al

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and George Sachse

do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in presence of

M. J. Moore
M. J. Moore

Albert J. Goodman [SEAL]
George Sachse [SEAL]
GLENS FALLS INDEMNITY COMPANY [SEAL]
By L. E. King, Attorney

Form 8195—B—1-41

TRUSTEES' SALE OF VALUABLE FARM LAND AND IMPROVEMENTS LOCATED ON OLD CAMP MEADE ROAD NEAR SEVERN, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 12th day of June, 1950, and passed in a cause in said Court pending wherein Henry Schultz, et al., are complainants, and Morris Schultz, et al., are respondents, and known as No. 9269 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, JULY 18, 1950
AT 11 O'CLOCK A. M.

All that piece or parcel of land and improvements situate in the Fourth Election District of Anne Arundel County, near Severn, Maryland, consisting of 35 acres, more or less, and described as follows:

Beginning for the same at the end of 520 feet on the first line of the whole tract as conveyed from Brnner R. Anderson to Paul Schultz on the 27th day of November, 1901; thence south 44½ degrees east 717 feet to a stone; thence south 33½ degrees west 297 feet; south 10½ degrees east 264 feet; south 52½ degrees east 650¾ feet; south 32½ degrees west 173 feet; south 30½ degrees east 99 feet; south 51½ degrees east 140 feet; north 77¾ degrees east 66 feet; north 61½ degrees east 37 feet; south 60½ degrees east 49½ feet to the line of the right of way of the P. B. and W. R. R.; thence with and on the said line, north 16½ degrees east 108.9 feet; thence north 17¼ degrees east 660 feet; north 11½ degrees east 700 feet to the center of the new county road; thence leaving the railroad and running with the center of said road, north 60 degrees west 1,485 feet; thence leaving the said road and running south 44¾ degrees west 370 feet to the beginning, containing 35 acres of land, more or less.

Being the same tract of land conveyed to the said Henry Schultz by Paul Schultz by deed dated December 19, 1903, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 34, folio 395.

This property is improved by a two-story, frame dwelling, consisting of 7 rooms (4 rooms upstairs, 3 rooms downstairs), with partial cellar, electricity and drilled well, a barn and two sheds.

Term of sale: A deposit of $500.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from day of sale to date of settlement, or all cash at the option of the purchaser. Taxes, insurance and other expenses to be adjusted to the day of sale.

For further particulars apply to:
ALBERT J. GOODMAN,
12 Church Circle
Annapolis, Maryland
Or
GEORGE SACHSE
Glen Burnie, Maryland.
Trustees.

GEORGE W. SCIDLE, Auctioneer.

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No. 9269 Equity BOOK 70 PAGE 307

OFFICE OF

Henry S chultz et al vs Morris Schultz et al

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 18, 1950

We hereby certify, that the annexed

Notice of Trustee's Sale
Eq. # 9269
Henry Schultz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of July, 1950. The first insertion being made the 21st day of June, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

Filed July 19, 1950.

HENRY SCHULTZ, et al. : NO. 9269 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

MORRIS SCHULTZ, et al. : ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
and CERTIFICATE OF AUCTIONEER

Filed - 15th July 1950

This is to certify that I (we) have purchased at public auction from Albert J. Goodman and George Sachse, Trustees, the property described in the advertisement attached hereto for the sum of $ 6125.00 ; and I (we) agree to comply with the terms of sale as set forth therein.

As witness my (our) hand(s) and seal(s) this 18th day of July, 1950.

WITNESS:

Albert J. Goodman

Fogwell & Fogwell (SEAL)

Russell Fogwell VP (SEAL)

This is to certify that I have this day sold at public auction for Albert J. Goodman and George Sachse, Trustees, the property described in the advertisement attached hereto to Fogwell and Fogwell Inc. at and for the sum of $ 6125-00 , he (they) being at that price the highest bidder(s) therefor; and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 18th day of July, 1950.

WITNESS:

Albert J. Goodman

George C. Scible (SEAL)
George C. Scible, Auctioneer

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HENRY SCHULTZ, et al.	:	NO. 9269 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
MORRIS SCHULTZ, et al.	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' REPORT OF SALE

Filed - 21st July 1950

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and George Sachse, Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, they did attend at the court house door in the City of Annapolis, Maryland, on Tuesday, July 18, 1950, at 11 a.m., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that piece or parcel of land and improvements situate in the Fourth Election District of Anne Arundel County, near Severn, Maryland, consisting of 35 acres, more or less, and described as follows:

Beginning for the same at the end of 520 feet on the first line of the whole tract as conveyed from Bruner R. Anderson to Paul Schultz on the 27th day of November, 1901; thence south 44½ degrees east 717 feet to a stone; thence south 33½ degrees west 297 feet; south 19½ degrees east 264 feet; south 52½ degrees

east 680 3/4 feet; south 32½ degrees west 173 feet; south 39½ degrees east 99 feet; south 51½ degrees east 140 feet; north 77 3/4 degrees east 66 feet; north 61½ degrees east 37 feet; south 66½ degrees east 49½ feet to the line of the right of way of the P. B. and W. R. R.; thence with and on the said line, north 16½ degrees east 108.9 feet; thence north 17¼ degrees east 660 feet; north 11½ degrees east 700 feet to the center of the new county road; thence leaving the railroad and running with the center of said road, north 69 degrees west 1,485 feet; thence leaving the said road and running south 44 3/4 degrees west 370 feet to the beginning, containing 35 acres of land, more or less.

Being the same tract of land conveyed to Henry Schultz by Paul Schultz by deed dated December 19, 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 34, folio 395.

Said property being sold to Foxwell and Foxwell, Inc., at and for the sum of Six Thousand One Hundred Twenty-five Dollars, it being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland

George Sachse
Glen Burnie, Maryland
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18th day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Albert J. Goodman and George Sachse, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

As witness my hand and Notarial seal.

Grace R. Hartge, Notary Public

ORDER NISI BOOK 70 PAGE 311

HENRY SCHULTZ, et al.

versus

MORRIS SCHULTZ, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9269 Equity

Filed July 21st 1950

Ordered, this 21 day of July, 19 50, That the sale of the Real Estate made and reported by Albert J. Goodman and George Sachse, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of August next.

The report states that the amount of sales to be $ 6,125.00.

John H. Hopkins, 3rd. Clerk.

True Copy,

#9269 Equity
Schultz et al., vs Schultz et al.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9269 Equity
HENRY SCHULTZ, ET AL.
Vs.
MORRIS SCHULTZ, ET AL

Ordered, this 21 day of July, 1950, That the sale of the Real Estate made and reported by ALBERT J. GOODMAN and GEORGE SACHSE, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of August next.

The report states that the amount of sales to be $6,125.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

A-9

Filed 17 Aug., 1950

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 16, 19 50

We hereby certify, that the annexed Order Nisi Eq. #9269 Henry Schultz vs. Morris Schultz was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of August, 19 50 The first insertion being made the 26th day of July, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

No. MG. 5019

TEST:.....Clerk.

(Final Order)

BOOK 70 PAGE 312

HENRY SCHULTZ, et al.

versus

MORRIS SCHULTZ, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9269 Equity Term, 19

Filed 19th August 1950

ORDERED BY THE COURT, This 19th day of August, 1950, 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 they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

BOOK 70 PAGE 313

In the Case of

Henry Schultz,
et al

VS.

Morris Schultz
and
Elizabeth Schultz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 9269 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

October 31, 1950.

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. Henry Schultz, et al vs. Morris Schultz and Elizabeth Schultz, his wife

in ac.

Filed 3rd November 1950

To Trustees for Commissions, viz:	215	86	215	86
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - total Court costs	93	80		
Jos.W. Alton - Sheriff's costs	11	90		
Chas. M. Russell -Sheriff's costs	2	50		
John S. Strahorn - Examiner's fee	8	00		
E. C. Forhand, Jr. - stenographer's fee	40	60		
L. R. Jickling - taking testimony	5	00		
Auditor - stating this account	27	00		
			208	80
To Trustees for Expenses, viz:				
Capital-Gazette Press - notice to creditors	5	00		
Capital-Gazette Press - advertising sale	30	88		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	6	00		
Capital-Gazette Press - orcer nisi (acct)	6	00		
Glens Falls Indemnity Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal revenue stamps	3	58		
One-half State revenue stamps	3	57		
Grace R. Hartge - notary fee		50	135	22
To Trustees for Taxes, viz:				
1950 State and County taxes - adjusted to 7/18/50	21	48	21	48
To Trustees for Claims allowed, viz:				
Morris Schultz and Elizabeth Schultz, his wife - (Decree of 6/12/50)	2,004	72		
Addie Escavage - (Decree of 6/12/50)	50	00		
Register of Wills - costs in Estate of Henry F. Schultz	8	60		
Register of Wills - costs in Estate of Ida Schultz	8	10		
			2,071	42

PROCEEDS OF SALE after payment of claims allowed and taxes - $4,149.42 Distributed to the heirs of Henry F. and Ida Schultz in accordance with the decree of 6/12/50, viz:			
To William Schultz, son - one-seventh	$ 592.78		
LESS one-twelfth of total costs, as above	46.66		
	546.12		
LESS direct inheritance tax	5.46	540 66	
To Gordon Schultz, son - one-seventh	$ 592.78		
LESS one-twelfth of total costs, as above	46.66		
	546.12		
LESS direct inheritance tax	5.46	540 66	
To Addie Escavage, daughter - one-seventh	$592.78		
LESS one-twelfth of total costs, as above	46.66		
	546.12		
LESS direct inheritance tax	5.46	540 66	
To Hilda Warfel, daughter - one-seventh	$ 592.77		
LESS one-twelfth of total costs, as above	46.66		
	546.11		
LESS direct inheritance tax	5.46	540 65	
To Emma Clark, daughter - one-seventh	$ 592.77		
LESS one-twelfth of total costs, as above	46.65		
	546.12		
LESS direct inheritance tax	5.46	540 66	
To Lillian Stinchcomb, daughter - one-seventh	$ 592.77		
LESS one-twelfth of total costs, as above	46.65		
	546.12		
LESS direct inheritance tax	5.46	540 66	
To Morris Schultz, son - one-seventh	$ 592.77		
LESS one-half of total costs, as above	279.94		
	312.83		
LESS direct inheritance tax	3.13	309 70	
To R. Glenn Prout, Register of Wills - total direct inheritance tax		35 89	3,589 54
			6,242 32

with Albert J. Goodman and George Sachse, Trustees Cr.

1950				
July	18	Proceeds of Sale	6,125 00	
		Interest on deferred payment from 7/18/50 to 10/3/50	70 32	6,195 32
		Rent received from tenants from 5/25/50	47 00	47 00
				6,242 32

BOOK 70 PAGE 317

ORDER NISI

Henry Schultz,

et al

VERSUS

Morris Schultz

and

Elizabeth Schultz, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9269 Equity.

Filed 3rd Nov. 1950

ORDERED, This 3 day of November, 19 50, 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 4 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 4 day of December next.

John H. Hopkins, 3rd, Clerk.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9269 Equity
HENRY SCHULTZ, et al
Vs.
MORRIS SCHULTZ and ELIZABETH SCHULTZ, his wife.

Ordered, this 3rd day of November, 1950, 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 4th 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 4th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 24th April 1951

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1950

We hereby certify, that the annexed

Order Nisi - Eq. # 9269

Auditors Account

Morris Schultz

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 December, 1950. The first insertion being made the 1st day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. S. Braun

No. MG. 3735

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BOOK 70 PAGE 318

Filed 30 November 1950

HENRY SCHULTZ, et al	:	IN THE CIRCUIT COURT
vs	:	FOR
MORRIS SCHULTZ, et al	:	ANNE ARUNDEL COUNTY, No. 9269 Equity.
	:	

. . . . . .

EXCEPTIONS TO AUDITOR'S REPORT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Morris Schultz and Elizabeth Schultz, his wife, by George Sachse, their Solicitor, and excepts to the Auditor's Report filed herein on October 31st, 1950, and for cause, say:

1. That the Auditor's Report has charged 1/2 of the Court Costs, including the costs of sale of the property which was the subject matter of the suit, to Morris Schultz and Elizabeth Schultz, his wife, the exceptants herein.

2. That the sale of the property was made pursuant to a Consent Decree passed on by this Court on June 12, 1950, and which said Decree provided that the cost of these proceedings be paid one-half by the Plaintiffs and one-half by the Defendants.

3. That the Defendants, the exceptants herein, and their counsel understood and meant to stipulate, and in fact did stipulate, that one-half of the Court costs be paid by the Plaintiffs and one-half of the Court costs be paid by the Defendants; meaning and intending thereby the Court costs would mean the Court costs incurred as of the date of the stipulation and not the entire costs of the proceedings thereafter.

4. That it is averred that the Plaintiffs and their counsel so understood the undertaking as it was understood by the Defendants and their counsel, and that it was not intended by any of the parties or their counsel that one heir of the property should pay one-half of the costs incurred by sale of the property when there were seven heirs in all.

5. That after the Decree was passed, Solicitor for the Plaintiffs prepared a memorandum statement for distribution of the proceeds according to the understanding and intention of the parties in this matter, which statement of distribution was approved by the Solicitor for the Defendants

LAW OFFICES OF
GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

and which statement was submitted to the Auditor for preparation of the final accounting, which said statement showed that the expenses of the sale of the property, which was the subject matter of the suit, were to be first deducted from the proceeds of said sale before making any distribution, and showing that the exceptants or defendants were to be charged with one-half of the Court costs only incurred up to the time of the Decree, and charging the Plaintiffs with the other one-half of such court costs, which Court costs incurred as of the date of the Decree amounted to a total of $181.80. The effect of which said statement was that each of the heirs would have paid an equal amount costs incurred after the date of the Decree.

George Sachse

George Sachse - Glen Burnie, Md.
Solicitor for Exceptants.

I hereby certify that on this 30th day of Novsmber, 1950, copy of the foregoing Exception mailed to Albert J. Goodman and Emanuel Klawans, Annapolis, Md., solicitors for Plaintiffs, postage prepaid.

George Sachse

George Sachse.

LAW OFFICES OF
GEORGE SACHSE
OS CRAIN HIGHWAY
GLEN BURNIE, MD.

BOOK 70 PAGE 320

Filed Nov. 30, 1950

HENRY SCHULTZ, et al	:	IN THE CIRCUIT COURT
VS	:	FOR
MORRIS SCHULTZ, et al	:	ANNE ARUNDEL COUNTY, No. 9269 Equity.
	:	

. . . . . .

PETITION TO MODIFY DECREE PASSED THE 12th DAY OF JUNE, 1950.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petitioners, Morris Schultz and Elizabeth Schultz, his wife, by George Sachse, their Solicitor, respectfully show:

1. That on the day testimony was taken in the above entitled case, and before Defendants had offered any testimony, an agreement was reached and a Consent and Submission for Decree was filed, signed by the Solicitors for the Plaintiffs and Defendants, which provided, "That the Plaintiffs pay one-half of the Court costs and the Defendants pay one-half of the Court costs." And thereafter the Court passed its decree, assented to by the Solicitors for the Plaintiffs and the Solicitor for the Defendants "Adjudged, Ordered and Decreed that the costs of these proceedings be paid one-half by the Plaintiffs and one-half by the Defendants."

2. That at the time of the aforesaid Consent and Submission, the parties definitely understood and meant to stipulate that one-half of the court costs, as ordinarily done, was to be paid by the Plaintiffs, and one-half of the court costs, as ordinarily done, was to be paid by the Defendants, and it was contemplated by the parties to this cause, and their respective Counsel, that any costs thereafter were to be paid by all of the heirs in equal portions as in the usual sale of property for the purpose of partition.

3. It is believed and therefore averred that the Plaintiffs and their Counsel understood this to be the understanding and agreement, but due to the wording of the Consent and Submission herein referred to, the Auditor charged the Petitioners, representing one heir, with one-half of the Court costs, including trustees fees, advertising fees, bond fees, auctioneer's fees, State and Federal Revenue Stamps, notary fees, adjustment of taxes, and similar costs incidental to the sale of the property, and as there were six other heirs beside Your Petitioner, this was not in accordance with the

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GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

3

understanding and intention of the Parties to this case or their respective Solicitors.

4. That after the Decree was passed, Solicitor for the Plaintiffs prepared a memorandum statement for distribution of the proceeds according to the understanding and intention of the parties to this cause, which statement of distribution was approved by the Solicitor for the Defendants, and which statement was submitted to the Auditor for preparation of the final accounting, which said statement showed that the expenses of the sale of the property, which was the subject matter of this suit, were to be first deducted from the proceeds of said sale before making any distribution, and showing that the Defendants were to be charged with one-half of the Court costs incurred only up to the time of the Decree, and charging the Plaintiffs with the other one-half of such court costs, which Court costs were incurred as of the date of the Decree amounted to a total of $181.80. The effect of which said statement as submitted to the Auditor, was that each of the heirs would have paid an equal amount of costs incurred after the date of the Decree, according to the understanding of the parties to this cause.

WHEREFORE, YOUR PETITIONERS PRAY:

(a) That so much of the Decree of this Honorable Court, passed on the 12th day of June, 1950, in this case, be amended and modified to read as follows. "That the Plaintiffs pay one-half of the Court costs incurred as of June 12, 1950, and that the Defendants pay one-half of the Court costs incurred as of June 12, 1950, and that all subsequent costs be first charged against the proceeds of the sale of the said property, which was the subject matter of this suit.

George Sachse

George Sachse - Glen Burnie, Md.
Solicitor for Petitioners.

I HEREBY CERTIFY, that on this 30th day of November, 1950, copy of the foregoing Petition was mailed to Albert J. Goodman and Emanual Klawans, Annapolis, Md., solicitors for Plaintiffs, postage prepaid.

George Sachse

George Sachse.

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108 CRAIN HIGHWAY
GLEN BURNIE, MD.

Filed Dec 1, 1950

ORDER

On this 1st day of December, 1950, by the Circuit Court for Anne Arundel County, it is ordered that the Plaintiffs in this case show cause, if any they may have, on or before the 16th day of December, 1950, why the prayer of the Petitioners attached hereto should not be granted, provided a copy of this order be served on the Plaintiffs or their Solicitor on or before the 9th day of December, 1950.

Benjamin Michaelson
Judge

Service of copy admitted this 5th day of December, 1950.

Albert Goodman
of plaintiffs' counsel

HENRY SCHULTZ, et al : No. 9269 Equity

vs In The Circuit Court For

MORRIS SCHULTZ, et al : Anne Arundel County.

BOOK 70 PAGE 323

ANSWER TO DEFENDANT'S PETITION TO MODIFY DECREE OF JUNE 12, 1950.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiffs respectfully show:-

1. Answering paragraph 1 of defendants' above designated petition, they admit the facts there alleged, to wit, that a decree was made by consent, and that it read as there stated. They also admit that this was done before taking of testimony on behalf of the defendants; but plaintiffs allege that it was done after defendants had been called as witnesses for the plaintiffs, and had testified fully, and the Court had informed Counsel that it intended to set aside the deed in question.

Filed 16 December 1950

2. Answering paragraph 2 of defendant's petition, they admit that the parties agreed that one-half of the court costs shall be paid by the plaintiffs and the other half by the defendants. They deny any mention or agreement as to what court costs this shall or shall not apply to.

3. Answering paragraph 3 of defendant's petition, they deny any agreement as to what court costs are included within the decree other than as the decree speaks for itself.

4. Answering paragraph 4 of defendant's petition, plaintiffs have no recollection of such financial statement as is there alleged and therefore deny the same.

5. Further answering, plaintiffs allege that defendants have withheld some $47.00 rents of the premises received by them, in violation of the decree and with intent to defraud the plaintiffs.

And having fully answered the petition, plaintiffs pray to be hence dismissed with their costs.

And as in duty bound, etc.

BOOK 70 PAGE 324

Albert J. Goodman Solicitor for plaintiffs
Albert J. Goodman
Hart Bldg., Church Circle,
Annapolis, Md.

Emanuel Klawans Solicitor for plaintiffs
Emanuel Klawans
Maryland Hotel Bldg.
Annapolis, Md.

Copy mailed to George Sachse, 102 Crain Highway, Glenburnie, Md.

Emanuel Klawans
Emanuel Klawans

HENRY SCHULTZ, et al	:	IN THE CIRCUIT COURT FOR
VS	:	ANNE ARUNDEL COUNTY
MORRIS SCHULTZ, et al	:	EQUITY No. 9269.

. . . . . .

REPLICATION TO PLAINTIFFS ANSWER TO
DEFENDANT'S PETITION TO MODIFY DECREE

. . . . . .

Filed 16th April 1951

TO THE HONORABLE, THE JUDGE OF SAID COURT;

The Defendant, in replication to plaintiff's answer to defendant's petition to modify decree of June 12, 1950, and exception to auditor's report, respectfully shows;

1. That in replication to Par. 2 of plaintiff's answer, it was understood between the parties to this cause and their respective counsel, that the case was to be regarded as completed at the time of the hearing of said cause in this Honorable Court, and further proceedings for the sale of the property was in the nature of a new matter as partition of the property, to which sale said agreement of the parties that the plaintiff pay one-half of the court costs and the defendant pay one-half of the court costs, was not intended to apply; as there is no apparent reason why one of a number of heirs should assume to pay one-half of all advertising, commissions, and other costs incidental to the trustees sale of property, as such charges should be charged against the respective heirs in proportion to the interest of each in said inherited property.

2. That in replication to Paragraphs 3 and 4 of plaintiff's answer, defendant again reiterates and avers the same allegations stated in Paragraphs 3,4 and 5 of his Exception to Auditor's Report heretofore filed, and prays that said allegations be taken as a part hereof.

3. That in replication to Par. 5 of plaintiff's answer, defendant denies that he has received $47.00 in violation of the Decree in this case, and alleges that it was agreed between the parties hereto and their respective counsel, and such agreement was included in the Decree rendered in this case by this Honorable Court, that the defendant account to the trustees for disposition any rents of said premises that may be received by the defendant subsequent to May 25, 1951, and that defendant did receive the sum

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GLEN BURNIE, MD.

of $47.00 subsequent to the said date of May 25, 1950, as rental of said premises, which sum of $47.00 defendant accounted to the trustees, Albert J. Goodman, Esquire, and George Sachse, and defendant further avers that he has not received any rental other than the amount stated and accounted for by him.

AND, having fully replies to the Plaintiff's Answer to Defendant's Petition to Modify Decree of June 12, 1950, and Defendant's exception to Auditor's Report, it is prayed that this Honorable Court pass a decree accordingly as prayed by the Defendant,

AND, as in duty bound, etc.

George Sachse

George Sachse- Attorney for Defendant.

Service of copy admitted.
April 16, 1951
Solicitor for Complainants

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GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

Henry Schultz, et al,	:	No. 9269 Equity
Plaintiffs,		In The Circuit Court For
vs.		Anne Arundel County.
Morris Schultz, et al,	:	
Defendants.	:	

DECREE

Filed 18th April 1951

This cause having been set for hearing on defendants' exceptions to the auditor's account, and their petition to modify the decree of this Court passed in this cause on the 12th day of June, 1950, and plaintiffs' answer thereto, and defendants' replication to said answer, testimony was heard in open Court, and the solicitors for the respective parties were heard, and the matter submitted to this Court for decision.

It is thereupon, by the Circuit Court for Anne Arundel County sitting in Equity this 18th day of April, 1951, adjudged, ordered, and decreed, that the defendants' exceptions to the ratification of the auditor's account stated in this cause, be and the same are hereby overruled.

And it is further adjudged, ordered, and decreed, by the authority aforesaid, that the defendants' petition to modify the decree of this Court passed in this cause on the 12th day of June, 1950, be and the same is hereby denied.

Benjamin Michaelson Judge

BOOK 70 PAGE 328

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of April, 1951, 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

Benjamin Michaelson, judge.

Filed 24th April 1950

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HENRY SCHULTZ, et al.	:	NO. 9269 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
MORRIS SCHULTZ and ELIZABETH SCHULTZ, his wife	:	ANNE ARUNDEL COUNTY

:::::::

Filed 25th April 1951

CONSENT TO IMMEDIATE FINAL RATIFICATION OF AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, counsel for the respective parties, complainant and respondent, hereby consent to the immediate final ratification of the auditor's account filed herein.

Emanuel Klawans

Albert J. Goodman
Solicitors for Complainants

George Sachse

George Sachse
Solicitor for Respondents

HARRY T. KELLMAN, ASSIGNEE	::	IN THE
	::	
VS.	::	CIRCUIT COURT OF
	::	ANNE ARUNDEL COUNTY
FERNDALE FARMS CORPORATION, and MARION G. DINSMORE and THOMAS M. DINSMORE	::	No. 6160 IN EQUITY
	::	

Filed 28th December/1931

Mr. Clerk:-

Please docket suit in the above entitled case of Harry T. Kellman, Assignee, vs. Ferndale Farms Corporation, and Marion G. Dinsmore and Thomas M. Dinsmore, and file the within mortgage dated March 29th, 1926, and recorded among the Land Records of Anna Arundel County in Liber W. M. B. No. 23, Folio 386, etc., from the said Ferndale Farms Corporation and Marion G. Dinsmore and Thomas M. Dinsmore, to the said Bonded Mortage Company of Baltimore, as Plaintiff's Exhibit No. 1.

Harry T. Kellman

Solicitor for Plaintiff

MTGE COUNTY.

THE BONDED MORTGAGE COMPANY OF BALTIMORE. BOOK 70 PAGE 330

This Mortgage made this 29th day of **March**

in the year one thousand nine hundred and twenty **-six** by and between

Ferndale Farms Corporation, a body corporate duly incorporated under the Laws of the State of Maryland and Marion G.Dinsmore and Thomas M. Dinsmore, of the first part, and

THE BONDED MORTGAGE COMPANY OF BALTIMORE, a corporation, party of the second part

WHEREAS the said party of the first part is justly indebted unto the said party of the second part in the full and just sum of Twenty-seven hundred dollars money this day loaned and advanced, and for the repayment of which said indebtedness and interest to accrue thereon at the rate of six per centum per annum, the said party of the first part has made and passed unto the said party of the second part, its thirteen negotiable promissory notes of even date herewith, all drawn to the order of the said party of the second part, in gold coin of the United States of the present standard of weight and fineness and made payable as follows: One principal note for the sum of Twenty-seven hundred dollars and made payable three years after date; and twelve interest notes of even date herewith being each for the sum of forty dollars and fifty cents and made payable in three, six, nine, twelve, fifteen, eighteen, twenty-one, twenty-four, twenty-seven, thirty, thirty-three and thirty-six months after date respectively.

Filed 27th December 1926

AND WHEREAS it was a condition precedant to the making of the aforesaid loan that the repayment thereof with interest be secured by the execution of these presents.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one Dollar, the said Ferndale Farms Corporation and Marion G. Dinsmore and Thomas M. Dinsmore

do grant, convey and assign unto The Bonded Mortgage Company of Baltimore, its successors and assigns, all that lot or parcel of ground situate and lying in the Anne Arundel County and described as follows:

BEGINNING for the same on the southeast side of Dinsmore Avenue and Eugenia Avenue running thence southeasterly on Dinsmore Avenue 50 feet running thence westerly or nearly so 120 feet more or less thence northerly 50 feet to Eugenie Avenue thence westerly 120 feet to the place of beginning. Being lots Numbers 633-634 and part of 635 described on the plat of the Ferndale Farms in section C of the new plat of Ferndale Farms duly recorded in Anne Arundel County in Liber G.W.No.1 folio 234 and

BEING part of the whole lot of ground described in a deed dated May 20th, 1913 and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 97 folio 450 &c. to the said Ferndale Farms Corporation. The said Marion G. Dinsmore and Thomas M. Dinsmore join in this mortgage for the purpose of becoming bound on the personal covenants contained herein.

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

To have and to hold the said lot of ground, with the improvements and appurtenances aforesaid, unto the said mortgagee, its successors and assigns.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, its successors or assigns, or by Harry T. Kellman and Michael Miller , his or their attorney, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses ~~incident~~ to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or its assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee , its successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagors, his her, its or their heirs, personal representatives, successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagors or his assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor s, his, her, its or their heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, ~~ground rent,~~ public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ~~ground rents,~~ public dues and charges the said mortgagors covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee or its agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagors, to the immediate appointment of a receiver of said property 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 be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagors further covenant with the said mortgagee that should the title to the herein mortgaged property or to any part thereof be acquired by any party, person or corporation other than the herein mortgagors by voluntary or involuntary grant or assignment, by descent or inheritance, operation of law, or in any other manner, then the mortgagee, its assigns and successors in title shall at any time after change in title or ownership have unqualified right to demand the immediate payment of the unpaid part of the principal or advance and interest or any other indebtedness, and upon failure to pay the said unpaid principal or advance, and accrued interest, and other indebtedness,

the mortgagee shall be entitled to institute foreclosure proceedings herein provided for; and it is further agreed that the failure of the mortgagee or its assigns or successors, to demand said unpaid principal or advance and interest and other indebtedness after there shall have been a change in title or ownership as aforesaid, such failure shall not be construed as a waiver of its right to make the demand at any time after the change in title or ownership occurs. However, the mortgagee reserves to itself and its assigns or successors, in title, the right to consent from time to time to such change in title or ownership, but such consent shall be binding only if made in writing.

And the said mortgagors covenant to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagee , and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagee , personal representatives, successors or assigns, to the extent of its lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee , to be kept by the mortgagee . And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagors 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. And the said mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

As witness the signature of Marion Dinsmore, the President of the Ferndale Farms Corporation, attested by its corporate seal, and attested by the signature of Thomas Dinsmore, the Treasurer thereof. And as witness the hands and seals of Marion Dinsmore and Thomas Dinsmore, the mortgagors hereto.

WITNESS:

Thomas M. Dinsmore
Treasurer

Minnie R. Moses

Ferndale Farms Corporation
By Marion Dinsmore
Pres.
(SEAL)

Marion Dinsmore (SEAL)

Thomas M. Dinsmore (Seal)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 29th day of March in the year one thousand nine hundred and twenty -six before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Marion G. Dinsmore President of the Ferndale Farms Corporation and he acknowledged the aforegoing mortgage to be the act. of the said body corporate

At the same time also appeared H.Barry Mahool, the Vice-President of the said body corporate and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, *and also made oath that he is agent of the mortgagee authorized to make this affidavit.*

AS WITNESS my hand and Notarial Seal. In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Minnie R. Moore, Notary Public.

Approved and guaranteed by the United States Fidelity & Guaranty Co. under bond No. 732558-25

Joe W. Dresser
Supt. Mortgage Guaranty Dept.

Dated June 21-26

FOR VALUE RECEIVED, The Baltimore Trust Company, Trustee, holder of the within mortgage by virtue of an assignment dated June 17th, 1926 , Recorded in Anne Arundel County W.M.B 32 folio 150 , without recourse hereby assigns the within mortgage to The Bonded Mortgage Company of Baltimore.

WITNESS the corporate seal of said body corporate, duly attested and the signature of Vice-President thereof, this 19TH day of ~~October~~ DECEMBER 1931.

Attest:

Assistant Secretary

THE BALTIMORE THUST COMPANY, Trustee

Vice-President

Application No.....

Written by.....M.

Approved by.....Examiner

Ready for Record.....

For value received The Bonded Mortgage Company of Baltimore does hereby transfer and assign the within mortgage to Harry T. Kellman for the purpose of foreclosure only.

AS Witness the corporate seal of said body corporate and the signature of H. W. Woodward, the Vice-President thereof, this 24th day of December, 1931.

Test:

THE BONDED MORTGAGE COMPANY OF BALTIMORE

BY

Vice-President

Judicial 18 12-18-27 ★ 500
Mortgagee's or Attorney's Bond.

BOOK 70 PAGE 335

MADE IN U. S. A.

No. _____

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE, MARYLAND

Know all Men by these Presents:

THAT we, Harry T. Kellman of Baltimore, Maryland., as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of - - - -three thousand and 00/100- - - - - - - - - - - - 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.

Filed 30th December 1931

Sealed with our seals and dated this 28th day of December., in the year of our Lord, nineteen hundred thirty-one.

Whereas, the above bounden Harry T. Kellman by virtue of the power contained in a mortgage from Glendale Fargus Corporation et al to Bonded Mortgage Company. bearing date the 29th day of March, 1926 and recorded among the mortgage records of Anne Arundel County, Maryland. in Liber W.M.B. No. 23 Folio 386 ~~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 Harry T. Kellman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Wm. G. Disney

Harry T. Kellman [SEAL]

United States Fidelity and Guaranty Company

By Josiah Bunting
Vice President. ~~Attorney-in-fact.~~

attest Robert H. Layne
Assistant Secretary ~~Attorney-in-fact.~~

THE BONDED MORTGAGE COMPANY OF BALTIMORE

25 LIGHT STREET

BALTIMORE, MD.

January 11, 1933.

S T A T E M E N T

Mortgage No. 220

Ferndale Farms Corporation
Ferndale, Md.

DEBITS

		Taxes 1926-27-28-29-30.....	$391.52	
		Taxes 1931-32	125.34	
1931				
May	19	Insurance	6.75	
1932				
Jan.	18	Water service	20.40	
May	4	Insurance	6.75	
June	30	Interest account of advances for taxes	20.00	
Aug.	20	Foreclosure Bond	10.00	
Oct.	31	Foreclosure Bond	10.00	$590.76

Filed November 23rd 1932

CREDITS

1931				
Jan.	19	Payment.....	25.00	
Feb.	20	"	30.00	
Mar.	30	"	35.00	
1932				
Jan.	5	"	35.00	
Feb.	15	"	35.00	
Apr.	13	"	5.00	
May	9	"	35.00	
July	9	"	35.00	
Oct.	31	"	9.50	244.50

Balance due - advance account debit - per Statement of Mortgage Claim $346.26

THE BONDED MORTGAGE COMPANY OF BALTIMORE,

By: C. B. Moore
Assistant Secretary.

4

Mtg. #220

BOOK 70 PAGE 337

Harry T. Kellman, Assignee,
of
The Bonded Mortgage Company of Baltimore
vs.
Thomas Dinsmore, et al

IN THE
Circuit Court [redacted]
—OF—
ANNE ARUNDEL COUNTY, MARYLAND
[redacted]

STATEMENT OF MORTGAGE DEBT

Filed - 23rd November 1932

Statement of the Mortgage Claim of The Bonded Mortgage Company of Baltimore

under the mortgage from Thomas Dinsmore, et al

to The Bonded Mortgage Company of Baltimore

dated the 29th day of March 1926, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber WMB- No. 23 Folio 386

Balance of principal.....	$2,550.00
Interest to November 23, 1932.....	400.35
Advance Account debit for taxes, Insurance, etc.....	346.26
	$3,296.61

THE BONDED MORTGAGE COMPANY OF BALTIMORE,

1932 Taxes Paid.

By [signature]
Asst. Secretary.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 21st day of November in the year nineteen hundred and thirty-two, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Wm. C. Moore, Assistant Secretary of The Bonded Mortgage Company of Baltimore

the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Maxine E. Robinson
Notary Public

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HARRY T. KELLMAN, ASSIGNEE

VS.

THOMAS DINSMORE, ET AL

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY
Equity No. 6160

****

TO THE HONORABLE JUDGE of the
CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

Filed November 26th 1932

The Report of Sale of Harry T. Kellman, Assignee of the Bonded Mortgage Company, respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland-Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, the said Harry T. Kellman, Assignee, did pursuant to said notice on Wednesday, November 23, 1932, at 3 o'clock P.M. sell at the Court House door in Annapolis, the property described in said mortgage and more fully set forth in the annexed advertisement of sale, to the Minber Corporation, for the sum of Eighteen Hundred Dollars ($1800.00).

Harry T. Kellman
Assignee

Harry T. Kellman, Attorney-at-Law
Equitable Bldg., Baltimore, Md.

MORTGAGE SALE

—OF—

VALUABLE IMPROVED PROPERTY

Situated on the Southeast Side of Dinsmore and Eugenia Avenue, Ferndale Farms, Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a mortgage from Ferndale Farms Corporation, a body corporate, duly incorporated under the Laws of the State of Maryland, and Marion D. Dinsmore and Thomas M. Dinsmore, to The Bonded Mortgage Company of Baltimore, dated the 2th day of March, 1926, and recorded among the mortgage records of Anne Arundel County, (default having occurred hereunder) the undersigned, the assignee of said mortgage, will sell at public auction, at the Court House door, at Annapolis, Maryland, on

WEDNESDAY, NOVEMBER 23, 1932,
AT 3 O'CLOCK P. M.,

All that valuable improved property, situate and lying in Anne Arundel county, Maryland, and more fully described as follows:

Beginning for the same on the southeast side of Dinsmore Avenue and Eugenia Avenue running thence southeasterly on Dinsmore Avenue 60 feet running thence westerly or nearly so 120 feet more or less thence northerly 60 feet to Eugenia Avenue thence westerly 120 feet to the place of beginning. Being lots Numbers 683, 684 and part of 682 described on the plat of the Ferndale Farms in section C of the new plat of Ferndale Farms duly recorded in Anne Arundel County in Liber G. W. No. 1, folio 204, and

Being part of the whole lot of ground described in a deed dated May 20th. 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 97, folio 450, etc., to the said Ferndale Farms Corporation.

The improvements consist of a two story frame dwelling.

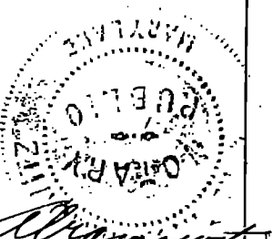
TERMS OF SALE:—One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect; credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned assignee. A cash deposit of $300 will be required of the purchaser at time and place of sale. Taxes and all other expenses adjusted to day of sale.

HARRY T. KELLMAN, Assignee.
J. M. BAKER & CO., Auctioneers. 11-17

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of November, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harry T. Kellman, Assignee of the Bonded Mortgage Company, 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.



Anne R. Abramowitz
Notary Public

(COPY ORDER NISI)

Harry T. Kellman, Assignee

VERSUS

Thomas Dinsmore, et al.

BOOK 70 PAGE 340 IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6160 Equity

Filed 26th November 1932

Ordered, this 26th day of November, 1932, That the sale of the property mentioned in these proceedings made and reported by Harry T. Kellman, Assignee ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of December 1932 ~~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 December 1932 ~~next~~.

The report states that the amount of sales to be $1800.00

Frank S. Revell, Clerk.

TRUE COPY,

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

Filed 29th December 1932

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1932.

We hereby certify, that the annexed Order Nisi - Sale - Kellman vs. Dinsmore # 6160 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 28th day of December, 1932. The first insertion being made the 1st day of December, 1932

THE CAPITAL-GAZETTE PRESS, INC.

By H. L. Straige

No. MG 1493

ORDER NISI

In the Circuit Court for Anne Arundel Co.
No. 6160 Equity.

Harry T. Kellman, Assignee
vs.
Thomas Dinsmore, et al.

Ordered, this 26th day of November, 1932, that the sale of the property mentioned in these proceedings made and reported by Harry T. Kellum, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

28TH DAY OF DECEMBER, 1932.

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 December, 1932.

The report states that the amount of sales to be $1800.00.

FRANK S. REVELL, Clerk.

True Copy, Test: FRANK S. REVELL, Clerk.

d-15

(Final Order.)

Harry T. Kellman, Assignee

VERSUS

Thomas Drinsmore, et al.

BOOK 70 PAGE 341

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 29 December 1932

ORDERED BY THE COURT, This 29 day of December, 1932 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.

Nicholas H. Green

A J 9

In the Case of

Harry T. Kellman, Assignee

vs.

Ferndale Farms Corporation, Marion G. Dinsmore and Thomas M. Dinsmore.

In the

Circuit Court

For

Anne Arundel County.

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

Filed 21st January 1933

All of which is respectfully submitted.

Eugene A. Childs

Auditor.

10
11
13

Dr. Harry T. Kellman, Assignee vs. Ferndale Farms Corporation, Marion G. Dinsmore and Thomas M. Dinsmore. in ac.

To Assignee for his commission		87 32		
To Assignee for fee named in mortgage		50 00	137	32
To Assignee for Court Costs, viz:				
" Solicitor's appearance fee		10 00		
" Clerk of Court		12 75		
" Auditor		9 00	31	75
To Assignee for Expenses, viz:				
" Capital Gazette Press, advertising		17 25		
" Order Nisi on Report of Sale		5 00		
" Order Nisi on Auditor's Account		5 00		
" premium on bond		10 00		
" Auctioneer, selling property		10 00		
" Auctioneer, posting property		10 00		
" H.T.Kellman, recording assignment		1 50		
" Notary Public,		50	59	25
To Assignee for A.A.Co. Sanitary Commission,				
" Water bill, June 1st to Sept. 1st		3 60		
" Water bill, Sept. 1st to Dec. 1st		3 60		
" 1931 Water benefit charges		8 80		
" adjustment 1932 Water benefit charges		7 12	23	12
To Bonded Mortgage Company of Baltimore, on account of mortgage debt and int.		1,559 06	1,559	06
			$1,810	50
Amount of mortgage debt and interest	$3,296	61		
Allowed on account of said claim	1,559	06		
This balance subject to Decree in Personam	$1,737	55		

with Harry T. Kellman, Assignee Cr.

1932 Nov.	23	Proceeds of Sale		$1,800	00		
		Interest on deferred payments		10	50	$1,810	50
						$1,810	50

ORDER NISI. BOOK 70 PAGE 345

Filed 21st January 1933.

Harry T. Kellman,
Assignee
VERSUS
Ferndale Farms Corporation,
Marion G. Dinsmore,
Thomas M. Dinsmore

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 6160 Equity.

ORDERED, This 21st day of January, 1933, 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 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.

Frank S. Revell, Clerk.

ORDER NISI
In the Circuit Court for
Anne Arundel County, No.
6160 Equity
Harry T. Kellum, Assignee
vs.
Ferndale Farms Corporation
Marion G. Dinsmore,
Thomas M. Dinsmore

Ordered, this 21st. day of January, 1933, 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 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.

Frank S. Revell, Clerk.

True Copy,
Test: Frank S. Revell,
Clerk.

F-9

Subscribed and sworn to before me this 28th day of November 1951.

Lillie L. French
Notary Public.

No. MG.....

Filed Nov. 29, 1951

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 28, 19 51

We hereby certify, that the annexed Order Nisi

No. 6160 equity

Harry T. Kellum

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of February, 19 33. The first insertion being made the 26th day of January, 19 33

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. Fall

12

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 29th day of November, 1951, 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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed Nov. 29-1951

BOOK 70 PAGE 346

OSCAR PRANN, and	*	NO. 9262 EQUITY
EDITH PRANN, his wife,	*	
GEORGIANNA WISEMAN, Widow,	*	
MARY DORSEY, and	*	
WALTER DORSEY, her husband,	*	IN THE
HELEN BROWN, and	*	
SIRIUS BROWN, her husband,	*	
RICHARD WISEMAN, Single,	*	
JOHN WISEMAN, Single,	*	CIRCUIT COURT
IDA WISEMAN, Single, and	*	
EUGENE WISEMAN, Single,	*	
Complainants,	*	
vs.	*	FOR
RICHARD BROWN, Single,	*	
THOMAS BROWN, An Infant,	*	
RUTH BROWN, An Infant,	*	
ETHEL BROWN, An Infant,	*	ANNE ARUNDEL COUNTY
ROGER BROWN, An Infant, and	*	
MARY HELEN BROWN, An Infant,	*	
Respondents,	*	

* * * * * * * * *

Filed Aug. 22, 1947

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Oscar Prann and Edith Prann, his wife, Georgianna Wiseman, widow, Mary Dorsey and Walter Dorsey, her husband, Helen Brown and Sirius Brown, her husband, Richard Wiseman, single, John Wiseman, single, Ida Wiseman, single, and Eugene Wiseman, single, respectfully represents unto Your Honors:

1. That by two deeds, one being dated April 29, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 89, folio 18, and the other, being a confirmatory deed, dated May 27, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 89, folio 17, one of your orators, Oscar

Prann, and John R. Wiseman acquired title to two parcels of ground in the City of Annapolis, Maryland, then known as No. 39 & 41 Carroll Alley, and now known as No. 39 & 41 Taylor Street, as tenants in common. Certified copies of the aforesaid deeds are filed herewith, marked "Complainants' Exhibit A" and "Complainants' Exhibit B" respectively and are prayed to be taken as a part hereof.

2. That the said John R. Wiseman died intestate July 1, 1944, leaving as his only heirs at law, Georgianna Wiseman, widow, Edith Prann, a daughter and the wife of Oscar Prann, Mary Dorsey, a daughter who intermarried with Walter Dorsey, Helen Brown, a daughter who intermarried with Sirius Brown, Richard Wiseman, a son, single, John Wiseman, a son, single, Eugene Wiseman, a son, single, Ida Wiseman, a daughter, single, and six grandchildren born of the marriage of Bessie Brown, a daughter, and Mack Brown, the said Bessie Brown having predeceased the said John R. Wiseman, namely, Richard Brown, single, Thomas Brown, infant, Roger Brown, infant, Ruth Brown, infant, Ethel Brown, infant, and Mary Helen Brown, infant.

3. That administration of the estate of the said John R. Wiseman has been completed in the Orphans Court for Anne Arundel County, being Administrations No. 6220, and the proceedings are recorded in Administration Docket R.G.P. 241, folio 212. That all estate and inheritance taxes have been paid.

4. That the said real estate cannot be divided in kind among the parties in interest without loss or injury to their interest, and a sale thereof is necessary and to the best interest and advantage of all the parties, including the infant Respondents, but that none can be made without the aid of this Honorable Court.

5. That Oscar Prann, Edith Prann, his wife, Mary Dorsey, Helen Brown, Richard Wiseman, John Wiseman, Ida Wiseman, Georgianna Wiseman, widow, and Eugene Wiseman, parties Complainants in this cause, entered into a contract of sale, dated February 15, 1947,

with Elizabeth Hall for the sale of the property known as No. 39 Taylor Street, formerly known as No. 39 Carroll Alley, for the sum of Fifteen Hundred Dollars ($1500.00), which your Orators and Oratrices are advised and therefore aver is a fair and reasonable price and that it would be for the best interest and advantage of both the infant Respondents and all other parties having an interest in the property that the aforesaid property be sold and the contract of sale ratified. The original contract of sale is filed herewith, marked "Complainants' Exhibit C", and is prayed to be taken as a part hereof.

TO THE END THEREFORE:

(a) That a decree may be passed for a sale of the real estate contracted to be sold.

(b) That the contract of sale be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consummating the same and transferring the estate of the infant Respondents and the other parties in interest to the Vendee.

(c) That the proceeds of sale may be brought into Court for distribution under its order in accordance with the respective rights and interests of the parties thereto.

(d) That your Orators and Oratrices 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 Respondents, Richard Brown, c/o Georgianna Wiseman, Parole, Anne Arundel County, Maryland, Thomas Brown, infant, Ethel Brown, infant, Ruth Brown, infant, and Roger Brown, infant, in care of Georgianna Wiseman, their grandmother and next friend, Parole, Anne Arundel County, Maryland, and Mary Helen Brown, infant, in care of Helen, her aunt and next friend 14 Fleet Street, Annapolis, Maryland, commanding them to be and appear in this Honorable Court on some certain day to be named therein to answer the premises and abide by and perform such decree

as may be passed therein.

And as in duty bound, etc.,

Todd A. Hillman
Solicitor for Complainants

(INT. REV $1.00 Stamp)

THIS DEED, Made this twenty-ninth day of April, in the year one thousand nine hundred and twenty-four, by and between Margaret T. Worthington, of Anne Arundel County, State of Maryland, of the first part; and Oscar Prann and John R. Wiseman, also of said County and State of the second part.

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Margaret T. Worthington has bargained and sold, and by these presents does grant and convey unto the said Oscar Prann and John R. Wiseman, as tenants in common, their heirs and assigns, in fee simple, all those two lots of ground situate, lying and being in the City of Annapolis, Maryland, aforesaid, and described as follows, that is to say:

Filed July 23, 1947.

All those two lots or parcels of ground situated on the south side of Carroll Alley, in the City of Annapolis, Anne Arundel County, Maryland, which were conveyed to the said Margaret T. Worthington by John T. Butler and wife, by deed dated August 22, 1898, and recorded among the Land Reords of Anne Arundel County, in Liber G. W. No. 10, folio 467, in which deed said lots are more fully and particularly described, the same being improved by a two story frame dwelling house designated as No. 39 and 41 Carroll Alley.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every, the rights, alleys, ways, waters,, privileges, appurtenences and advantages, to the same belonging, or in 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 Oscar Prann and John T. Wiseman, as tenants

in common, their heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that she will warrant specially the property granted; and that she will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor.

Test: Margaret T. Worthington (Seal)

Laura R. Jickling.

State of Maryland, Anne Arundel County, to Wit:

I Hereby Certify, That on this twenty-ninth day of April, in the year one thousand nine hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Margaret T. Worthington the above named grantor, and duly acknowledged the foregoing Deed to be her act.

AS witness my hand and Notarial Seal.

Laura R. Jickling,

(Notarial Seal) Notary Public.

Recorded 10 June, 1924, at 3 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. 89, folio 18, 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 July, A. D. 1947.

John H. Hopkins 3rd. Clerk.

THIS CONFIRMATORY Deed made this twenty-seventh day of May in the year nineteen hundred and twenty-four, by and between Ellicott H. Worthington, Trustee, as hereinafter set forth, of the City of Baltimore, in the State of Maryland, party of the first part, and Oscar Prann and John R. Wiseman of Anne Arundel County, and State aforesaid of the second part.

WITNESSETH: Whereas by deed of trust dated May 6, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 97 folio 417 Margaret T. R. Worthington and Joseph M. Worthington, her husband, granted and conveyed unto Ellicott H. Worthington, Trustee certain properties in Anne Arundel County, and State a foresaid, in trust for numerous purposes mentioned in said deed, among them being the power to sell and convey said property in said deed mentioned, was two lots of ground in the City of Annapolis, State aforesaid, situate on the South side of Carroll Alley, and known as Nos. 39 & 41 thereof.

AND WHEREAS on or about April 29, 1924, Margaret T. R. Worthington, widow of Joseph M. Worthington, deceased, did, with the knowledge and consent of said Ellicott H. Worthington, Trustee, execute for a valuable consideration a deed to said lots of ground in Carroll Alley aforesaid, conveying said property to Oscar Prann and John R. Wiseman aforesaid, as tenants in common.

AND WHEREAS the name of Ellicott Worthington, Trustee, as aforesaid, was inadvertently omitted from the deed of Margaret T. Worthington to Oscar Prann and John R. Wiseman, hereinbefore referred to.

AND Whereas the said Ellicott H. Worthington, Trustee is desirous to cure the defect caused by the omission aforesaid, and to confirm unto the said Oscar Prann and John R. Wiseman the title to the said lots of ground Nos. 39 and 41 in Carroll Alley aforesaid.

Now, Therefor, This Confirmatory Deed Witnesseth: that in consideration of the premises, and of the sum of one dollar, the said Ellicott H. Worthington, Trustee, does by these presents grant, convey and confirm unto the said Oscar Prann and John R. Wiseman, as tenants in common, all those two lots of ground situate on the soutj side of Carroll Alley, in the City of Annapolis, State aforesaid, and known as Numbers 39 and 41 thereof, which were sold and conveyed by said Margaret T Worthington unto the said Oscar R. Prann and John R. Wiseman, as tenants in common, as hereinbefore set forth.

TOGETHER with the improvements thereon, and all the rights alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the property herein described together with the rights, privileges, appurtenances and advantages therto appertaining unto and to the proper use and benafit of the said Oscar Prann and John R. Wiseman as tenants in common, their heirs and assigns in fee simple.

WITNESS the hand and seal of the grantor aforesaid.

Elliott H. Worthington (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 27th day of May, in the year nineteen hundred and twenty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Ellicott H. Worthington, Trustee, and acknowledged the aforegoing deed to be his act.

WITNESS my hand and Notarial Seal.

H. Burton Bye,

(Notarial Seal) Notary Public.

Recorded 10 June, 1924, at 3 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. 89, folio 17, 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 July, A. D. 1947.

John T. Tolkins 3rd Clerk.

THIS AGREEMENT, made this day of February, 1947, between OSCAR PRANN, EDITH PRANN (his wife), MARY DORSEY, HELEN BROWN, RICHARD WISEMAN, JOHN WISEMAN, IDA WISEMAN, GEORGIANNA WISEMAN, and EUGENE WISEMAN, of the first part, and ELIZABETH HALL, of the second part.

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter does hereby purchase from the former, the following described property, situate and lying in the City of Annapolis, Maryland, namely, the lot of ground improved by a dwelling known as Number 39 Taylor Street. Being the same property which was owned jointly by said Oscar Prann and John R. Wiseman, the said John R. Wiseman having died and left surviving him a widow, Georgianna Wiseman, and his children Edith Prann, Mary Dorsey, Helen Brown, Richard Wiseman, John Wiseman, Ida Wiseman and Eugene Wiseman (all adults) and Richard Brown (adult), Thomas Brown, Ruth Brown, Ethel Brown, Roger Brown and Mary Helen Brown, being the children of Bessie Brown who pre-deceased her father, the said John R. Wiseman; at and for the price of Fifteen hundred dollars ($ 1,500.00), of which Two hundred dollars ($ 200.00) have been paid to Noah A. Hillman, Attorney, in trust, and the balance to be paid as follows:

Filed June 23 1947

The balance - $ 1,300.00, is to be paid in cash upon final ratification of this sale by the Circuit Court for Anne Arundel County.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendees expense by the Vendors (or by trustee to be appointed by said Court, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, water charges, fire insurance, rent, etc. to be adjusted as of the date the sale is finally ratified.

Vendors shall take immediate steps, through appropriate proceedings, to effect ratification of this sale by the said Court.

Witness the hands and seals of the parties hereto.

Witness:

Lillian M. Fine

Oscar Prann (SEAL)

Edith Prann (SEAL)

Mary Dorsey (SEAL)

BOOK 70 PAGE 357

Witness:

Edith P. Sam

Helen Brown (SEAL)
Helen Brown

Richard Wiseman (SEAL)
Richard Wiseman

John his X Wiseman (SEAL)
John Wiseman
MARK

Ida Wiseman (SEAL)
Ida Wiseman

Georgianna her X Wiseman (SEAL)
Georgianna Wiseman
MARK

Eugene Wiseman (SEAL)
Eugene Wiseman

VENDORS

Robert P. Smith

Elizabeth Hall (SEAL)
Elizabeth Hall

VENDEE

OSCAR PRANN, et. al.,	*	NO. 9262 EQUITY
Complainants,	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD BROWN, et. al.,	*	FOR
Respondents,	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

Filed August 16, 1947

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the Complainants respectfully shows unto Your Honors:

1. That the infant Respondents, namely, Thomas Brown, Ruth Brown, Ethel Brown, Roger Brown and Mary Helen Brown, have been duly summoned to appear to this suit; and being minors they can neither affirm nor deny the allegations of the Bill of Complaint; nor can they file an Answer thereto except by Guardian Ad Litem.

Wherefore, your petitioners pray that a Guardian Ad Litem be appointed to appear for the said infant Respondents.

And as in duty bound, etc.,

Noah G. Hillman
Solicitor for Petitioners

O R D E R

Filed August 22, 1947

UPON the aforegoing Petition it is ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 22 day of August, 1947, that C. Osborne Duvall be and he is hereby appointed Guardian Ad Litem for Thomas Brown, Ruth Brown, Ethel Brown, Roger Brown and Mary Helen Brown, infant Respondents, in the above cause.

A.J.

OSCAR PRANN, et. al.,	*	NO. 9262 EQUITY
Complainants,	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD BROWN, et. al.,	*	FOR
Respondents,	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed September 18, 1947

The Answer of Thomas Brown, Ruth Brown, Ethel Brown, Roger Brown and Mary Helen Brown, infant Respondents, by C. Osborne Duvall, their guardian ad litem, respectfully shows:

1. That they are minors, and are therefore unable to admit or deny the allegations of the Bill of Complaint in this Court exhibited against them, and they submit their rights to the protection of the Court.

And, as in duty bound, etc.,

C. Osborne Duvall
Guardian Ad Litem

OSCAR PRANN, et. al.,	*	NO. 9262 EQUITY
Complainants,	*	IN THE
vs.	*	CIRCUIT COURT
RICHARD BROWN, et. al.,	*	FOR
Respondents,	*	ANNE ARUNDEL COUNTY

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Richard Brown, one of the Respondents in this cause, by his solicitor, C. Osborne Duvall, to the Bill of Complaint in this Court exhibited against him respectfully shows unto Your Honors:

1. That he neither admits nor denies the allegations contained in paragraph one (1) of the said Bill of Complaint as he is without knowledge of the same.

2. That he admits the allegations contained in paragraph two (2) of the said Bill of Complaint.

3. That he neither admits nor denies the allegations contained in paragraph three (3) of the said Bill of Complaint as he is without knowledge of the same.

4. That he admits the allegations contained in paragraphs four (4) and five (5) of the said Bill of Complaint.

Wherefore, having answered the said Bill of Complaint as fully as he can, this Respondent prays to be dismissed, with his costs.

And, as in duty bound, etc.,

C. Osborne Duvall

Solicitor for Respondent, Richard Brown

Filed September 22, 1947

Oscar Prann, and others,

vs.

Richard Brown and others,

No. 9262 Equity.

Circuit Court for Anne Arundel County.

Testimony on behalf of the Plaintiffs.

Filed February 2, 1949

PRESENT:

Mr. Noah A. Hillman, Solicitor for Plaintiffs.

Mr. Osborne Duvall, Solicitor for Defendant and Guardian- ad-litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Helen Brown,------- 4 to 6

T.Carroll Worthington--- 2 to 3

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman)

1. State your name, address and occupation?

A. T. Carroll Worthington, Towns-Worth Building, Annapolis, Maryland, I am a Realtor.

2. How long have you been a realtor in Anne Arundel County?

A. Since 1933.

3. As such realtor have you had occasion to do appraisal work to any extent in this county?

A. I have.

4. Have you appraised City of Annapolis property to any extent?

A. I have.

5. Are you familiar with the property which is the subject of this case known as No. 39 Taylor st?

A. I inspected that yesterday.

6. You know the area generally and did know it before you inspected it?

A. I did.

7. Will you describe the type of property and its present condition as you observed it?

A. No. 39 Taylor st. is a lot 12X44 feet and is improved bya two story frame tin roof, four room dwelling in bad condition. There is a toilet in the back yard and get water from a hydrant, no heating plant, no cellar.

8. From your examination of the building were you able to make an appraisal of its present market value?

A. In my opinion a fair market value of that property is $1400.

9. In making that appraisal have you taken into consideration sales of other properties nearby?

A. I have.

10. Are you familiar with the sales of property nearby?

A. I know of a house,- I forget the number,- on that street that sold for $1800 in very much better condition than this house.

11. In your opinion is this property susceptible of partition without injury to the parties in interest?

A. In no way except to sell it and divide the money.

No Cross Examination.

To the general question under the rule the witness says:

A. No.

T.C.W.

Helen Brown, a witness of lawful age, being first duly sworn, deposes and says:-

(Hillman)

1. State your name and residence?

A. Helen Brown, 14 Fleet st., Annapolis, Md.

2. You are one of the parties to this cause, are you not?

A. Yes, I am.

3. Are you familiar with the property mentioned in these proceedings?

A. Yes I am.

4. I hand you a deed dated April 29th, 1924 from Margaret T. Worthington and Oscar Prann and John R. Wiseman, covering the purchase of properties Nos. 39 and 41 Taylor st. Is one of the properties in this deed one of those mentioned in these proceedings?

A. Yes, No. 39, it was formerly called Carroll's Alley it is now known aa Taylor street.

Deed offered as Exam. Exh. 1.

5. I show you another deed, a Confirmatory deed dated May 27th, 1924 from Ellicott H. Worthington, Trustee, to the same grantees covering lots 39 and 41 Carrolls Alley, that is the same property mentioned in these proceedings?

A. It is.

*****Deed filed as Exam. Exh. 2

6. Who was John R. Wiseman, so far as his relationship to you?

A. My father.

7. The Bill of Complaint states that he died July 1st, 1944 without a will?

A. That's correct.

8. Are these parties who are named in Paragraph 2 of the Bill filed herein, as the heirs at law of John R. Wiseman correct?

A. They are, namely,Georgianna Wiseman, widow, Edith Prann, a daughter, the wife of Oscar Prann, Mary Dorsey, a daughter who intermarried with Walter Dorsey; Helen Brown, a daughter who intermarried with Sirius Brown; Richard Wiseman, a son, single; John Wiseman, a son, single; Eugene Wiseman, a son, single, Ida Wiseman, a daughter, single, and six grandchildren, born of the marriage of Bessie Brown a daughter, and Mack Brown, the said Bessie Brown having pre-deceased the said John R. Wiseman, namely, Richard Brown, single, Thomas Brown, infant, Roger Brown, infant, Ruth Brown, infant, Ethel Brown, infant, and Mary Helen Brown, infant.

9. Have any of these persons named now arrived at the age of 21 years,among those named as infants?

A. Yes, Thomas Brown has.

10. The Bill of Complaint states that administration was had on yourfather's estate and completed in the Orphans Court, is that correct? That included Notice to Creditors?

A. Yes.

11. So far as you know all inheritance and State tax been paid?

A. Yes.

Offered as Exam. Exh. 4, Account in Orphans Court or Certificate as to same.

12. What improvements on this property mentioned in this dase?

A. A house and an outhouse.

13. Is the house in good condition or bad condition?

A. It was in pretty fair condition when I was around there some time ago.

14. In your opinion can the real estate mentioned herein as No. 39 Taylor st. be divided among all the parties entitled thereto without loss or damage?

A. No, I don't think so, they would rather it be sold and the money divided.

15. Do you consider it to the best interest of all the parties in interest herein, with special reference to the infants, that the property be sold and the money arising thereffrom divided?

A. I do think so.

16. I hand you here a paper which is called "Plaintiffs' ExH. C and which is an agreement for the sale of this property at private sale in the mount of $1500, you are familiar with that agreement, you know about it?

A. Yes I do.

17. Do you think that $1500 is a fair and reasonable value for the property at the present time?

A. I think it is.

18. Do you think it is fair and reasonable market value in its present condition now?

A. I think so. I am satisfied and I think all would be satisfied.

*******Filed as Exam. Exh. 3

19. This is for the sale of the property known as No. 39 Taylor st. only?

A. Yes.

20. And No. 41 Taylor st. is now owned by Oscar Prann and the heirs of John R. Wiseman?

A. Yes. NO CROSS EXAMINATION.

To the general question under the rule the witness says:

A. No.

H.B. Helen Brown.

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 Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 8th day of ~~January~~ February, 1949.

Jno. S. Graham (Seal)
Examiner.

BOOK 70 PAGE 368

In the matter of	*	In the Orphans Court for
John R. Wiseman,	*	Anne Arundel County
Deceased	*	No. 6220 Adm.

* * *

TO WHOM THIS MAY CONCERN:

This is to certify that it appears from the records in the above titled case that Notice to Creditors has been given, taxes on real estate paid and the First and Final Account has been passed by the Court.

Register of Wills for
Anne Arundel County

BOOK 70 PAGE 369

Oscar Prann, et al	*	In the
Plaintiffs	*	Circuit Court
vs.	*	for
Richard Brown, et al	*	Anne Arundel County
Defendants	*	No. 9262 Equity

* * *

D E C R E E

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony, and it appearing that the infant Defendants have appeared in this proceeding and answered by guardian ad Litem appointed by this Court; and it further appearing that the real estate mentioned in this proceeding cannot be divided in kind among the parties in interest without loss or injury to their interests and further, that it would be to the advantage and benefit of all concerned that the real estate mentioned be sold, it is thereupon this 10th day of March, 1949, by the Circuit Court for Anne Arundel County, in Equity.

Filed March 10, 1949

Adjudged, Ordered and Decreed that the real estate described in this proceeding be sold and that Noah A. Hillman be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of fifteen hundred dollars ($ 1500.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future Order or Decree in the premises; he shall proceed to make the said sale, in accordance with the terms of the contract filed with the proceedings, for cash.

And as soon as may be covenient, 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. Upon ratification of such sale by this Court, and on the payment of the whole purchase money (and not before)

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to Law, shall convey to the purchaser of said property to her 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 Trustee shall bring into Court the money arising from such sale, and the bonds or other securities 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 Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the trust.

Benjamin Michaelson
JUDGE

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

BOOK 70 PAGE 371

Bond No. 432630

KNOW ALL MEN BY THESE PRESENTS, that Noah A. Hillman, of Annapolis, Annue Arundel County, Maryland, and Great American Indemnity Company, a corporation organized and existing 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 FIFTEEN HUNDRED AND NO/100 DOLLARS ($1500.00), to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made, we bind ourselves, and each of us and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of March, 1949.

WHEREAS, the above bounden Noah A. Hillman by virtue of a decree of the Circuit Court of Anne Arundel County, having been appointed trustee to sell certain real estate in connection with the case of Oscar Praun, et al vs. Richard Brown, et al;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Noah A. Hillman does and shall well and faithfully perform the trust reposed in him by the said decree or that which may be reposed in him by any future decree or order in the premises then the above obligation will be void; otherwise, to be and remain in full force and virtue in law.

Filed March 22, 1949

Noah A. Hillman (SEAL)
Noah A. Hillman

Signed, sealed and delivered
in the presence of:

Ethel McGrath
Ethel McGrath

Naomi K. Garner
Naomi K. Garner

GREAT AMERICAN INDEMNITY COMPANY

By: F.D. Sears (SEAL)
F.D. Sears, Attorney-in-Fact

F. 14037S

BOOK 70 PAGE 372

Oscar Prann, et al	*	In the Circuit Court for
vs.	*	Anne Arundel County
Richard Brown, et al	*	No. 9262 Equity

* * * * *

PETITION TO SELL AT PUBLIC SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Trustee, respectfully shows:

1. That he was appointed Trustee in these proceedings March 10, 1949 and qualified by giving bond as required.

2. That he then notified the contract purchaser, Elizabeth Hall, that he was ready to transfer the property and accept the purchase price; that thereafter said contract purchaser notified your petitioner that she desired to have the property conveyed to her daughter, Catherine Herndon, and she executed a paper to that effect. The said Elizabeth Hall has inter-married with Robert P. Smith, hence has executed said paper as Elizabeth Hall Smith. Your petitioner files herewith said paper as a part of this Petition.

3. That the said Catherine Herndon and her husband, Ralph Mc C. Herndon agreed, in writing, to be the substituted purchasers. Your petitioner files herewith said agreement as a part of this Petition.

4. That thereafter the substituted purchasers advised your petitioner they were negotiating for a building association loan; they apparently made several attempts to do so but were unsuccessful and your petitioner advised them that he would request the Court to grant permission for a public sale.

5. That your petitioner believes and therefore alleges that it is necessary and advisable to offer the property described in this case at public sale since the substituted purchasers have abandoned the matter.

Wherefore, your petitioner prays the Court to pass an Order requiring said substituted purchasers to show cause, within a brief time, why such public sale should not be held.

And, as in duty bound, etc.

Noah G. Hillman
Petitioner Trustee

Filed June 28, 1949

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28 day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial seal.

NAOMI K. GARNER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Naomi K. Garner
Notary Public

ORDER OF COURT

ORDERED, this 28th day of June, 1949, by the Circuit Court for Anne Arundel County, in Equity upon the foregoing petition and exhibits, that Ralph Mc C. Herndon and Catherine Herndon, his wife, show cause, on or before the 15th day of July, 1949, why the relief prayed should not be granted; provided, a copy of the petition and this Order be served on each of them on or before the 8th day of July, 1949.

Filed June 28, 1949

Benjamin Michaelson
JUDGE

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

We, Ralph Mc C. Herndon and Catherine Herndon, his wife, do hereby agree to be the substituted purchaser of the property in this case and to abide by the Decree or Decrees therewith.

Witness the hands and seals this 28 day of April, 1949.

Witness:

Naomi K. Garner

Ralph McClain Herndon (SEAL)
Ralph Mc C. Herndon

Catherine Herndon (SEAL)
Catherine Herndon

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 28 day of April, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Ralph Mc C. Herndon and Catherine Herndon, his wife, and acknowledged the foregoing Agreement to be their act.

As witness my hand and Notarial Seal.

NAOMI K. GARNER NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Naomi K. Garner
Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Exhibit - with Petition to Sell at Public Sale

Oscar Prann, et al	*	In the Circuit Court for
vs.	*	Anne Arundel County
Richard Brown, et al	*	No. 9262 Equity

* * *

SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This is to certify that we have agreed to convey and for and in consideration of Five Dollars and other valuable consideration by this instrument do hereby convey unto Ralph Mc C. Herndon and Catherine Herndon, his wife, all of our right, title, and interest in and to the property described in these proceedings being No. 39 Taylor Street in the City of Annapolis.

WITNESS our hands and seals this 26 day of April, 1949.

Witness:

Naomi K. Garner

Robert Smith (SEAL)

Elizabeth Hall Smith (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 26 day of April, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Robert Smith and Elizabeth Hall Smith, his wife, and acknowledged the foregoing Assignment to be their act.

As witness my hand and Notarial Seal.

Naomi K. Garner
Notary Public

NAOMI K. GARNER
NOTARY PUBLIC
NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Exhibit - with Petition to Sell at Public Sale

Oscar Prann, et al	*	In the Circuit Court for
vs.	*	Anne Arundel County
Richard Brown, et al	*	No. 9262 Equity

* * * * *

D E C R E E

This cause standing ready for hearing and having been submitted on Bill, Answer and Testimony, and it appearing that the said Defendants have appeared in this proceeding and answered by guardian ad Litem appointed by this Court; and it further appearing that the real estate mentioned in this proceeding cannot be divided in kind among the parties in interest without loss or injury to their interests and further, that it would be to the advantage and benefit of all concerned that the real estate mentioned be sold; and it further appearing that the purchaser under the contract of sale having conveyed her interest therein unto Ralph Mc C. Herndon and Catherine Herndon, his wife who, as substituted purchasers, have failed to consummate said sale and have failed to show cause under the Order of this Court dated the 28th day of June, 1949 why the property should not be sold at public sale, it is thereupon this 28th day of September, 1949, by the Circuit Court for Anne Arundel County, in Equity,

Filed September 28 1949

ADJUDGED, ORDERED AND DECREED, that the real estate described in this proceeding be sold and that the Trustee heretofore appointed, Noah A. Hillman, shall make such sale and the course and manner of his proceedings shall be as follows:

The Trustee, having already filed the bond required under the Decree of March 10, 1949 shall proceed to make the said sale having first given at least three weeks' previous notice thereof by inserting in some newspaper published in Anne Arundel County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of $ 500.00 at time of sale, balance in cash on final ratification of the sale, the deferred payment to bear interest from the day of sale. All public charges, taxes, etc., to be adjusted to the date of settlement.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

And as soon as may be convenient, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth therof and of the fairness of such sale annexed. Upon 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 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 Trustee shall bring into Court the money arising from such sale, 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 Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the trust.

Benjamin Michaelson
JUDGE

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Robert H. Campbell, - - - - BOOK - 70 PAGE 378 - - - - Auctioneer

NOAH A. HILLMAN, Solicitor
Annapolis, Maryland

No. 9262 In Equity

TRUSTEE'S SALE

— OF VALUABLE —

Fee Simple Property

NO. 39 TAYLOR STREET, ANNAPOLIS, MD.

By virtue of a decree of the Circuit Court of Anne Arundel County, in Equity No. 9262 (Oscar Prann et al vs. Richard Brown et al), the undersigned trustee will sell at public auction, at the Court House door in the City of Annapolis, on

Tuesday, October 25th, 1949

AT 11:00 O'CLOCK A. M.

Filed Oct. 26, 1949.

All that lot of ground and improvements situate and lying in the City of Annapolis, improvements known as No. 39 Taylor street (formerly Carroll Alley) which is one of the parcels of ground described in a deed dated April 29, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 89, folio 17. Being the same land which was granted and conveyed, by said deeds, to Oscar Prann and John R. Wiseman. Improved by a frame dwelling.

TERMS OF SALE: Deposit of $500.00 at time and place of sale, balance of purchase money to be paid in cash on the final ratification of the sale by the Court; deferred payment to bear interest from day of sale.

All expenses and public charges to be adjusted to date of settlement.

NOAH A. HILLMAN,
Trustee.

HAND BILL EXHIBIT WITH REPORT OF SALE
(Agreement of Purchaser & Auctioneer's Certificate)
(on reverse side)

Annapolis, Maryland

October 25, 1949

THIS IS TO CERTIFY, that I have purchased the property described on the other side of this hand bill at and for the sum of $1250.00, have paid the deposit of $ 500.00 to Noah A. Hillman, Trustee and that I agree to abide by the terms of sale as advertised.

Witness my hand and seal, this 25th day of October, 1949.

Witness: Robt. A. Campbell — Oscar Praun (SEAL)

THIS IS TO CERTIFY, that I sold the property described on the other side of this hand bill to Oscar Praun, being then and there the highest bidder at and for the sum of $1250.00

Robt. A. Campbell

AUCTIONEER

Oscar Prann, et al	)	In the Circuit Court for
vs	)	Anne Arundel County
Richard Brown, et al	)	No. 9262 Equity

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Noah A. Hillman, Trustee, appointed by the Court in this proceeding and authorized to make sale of the property therein mentioned, respectfully shows:

That under and by virtue of the decree dated September 28, 1949 authorizing sale in this proceeding and after having given 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 the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, October 25, 1949 at 11 o'clock A. M.; and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in this proceeding, to wit:

All that lot of ground with improvements known as Number 39 Taylor St. in the City of Annapolis (formerly called " Carroll Alley ") and being one of the two parcels of land mentioned in two deeds, one dated April 29, 1924 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 89, folio 18 and the other being a confirmatory deed dated May 27, 1924 and recorded among the same Land Records in Liber W. N. W. 89, folio 17, to Oscar Prann and John R. Wiseman and in said deeds more fully described, and sold the same to Oscar Prann of Eastport Maryland, at and for the sum of $1250.00 he being at that price then and there the highest bidder therefor.

The said purchaser has paid the deposit of $ 500.00 and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked " Hand Bill Exhibit With Report of Sale " is filed herewith.

All of which is respectfully submitted.

Noah A. Hillman
Trustee

Oct. 26, 1949.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 25 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Trustee, and made oath in due form of law that the matters and facts set forth in a foregoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

Naomi K. Garner

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

BOOK 70 PAGE 382

Oscar Phann, et al.

versus

Richard Brown, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9262 Equity

Ordered, this 26" day of October, 1949, That the sale of the property mentioned in these proceedings made and reported by Noah A. Hillman, Trustee ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28" 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 28" day of November next.

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

John H. Hopkins, 3rd. Clerk.

Filed Oct. 26" 1949

True Copy,

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9262 Equity
OSCAR PHANN, et. al.
versus
RICHARD BROWN, et. al.

Ordered, this 26th day of October, 1949. That the sale of property mentioned in these proceedings made and reported by Noah A. Hillman, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of November next.

The report states that the amount of sales to be $1,250.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd. Clerk

n-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov 23, 1949

We hereby certify, that the annexed

Order Nisi - Eq. # 9262

Oscar Phann

versus

Richard V. Brown

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 25th day of November, 1949 The first insertion being made the 27th day of October, 1949

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed December 2, 1949

No. E. C. 8452

(Final Order)

Oscar Praun, et al.

versus

Richard Brown, et al.

BOOK 70 PAGE 383 IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

First December 2, 1949

ORDERED BY THE COURT, This 2d day of December, finally, 19 49 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.

Benjamin Michaelson
A. J.

BOOK 70 PAGE 384

In the Case of

Oscar Prann

and Wife, et al

vs.

Richard Brown,

et al

In the

Circuit Court

For

Anne Arundel County

No. 9262 Equity

filed 25th June 1951

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

June 22, 1951

All of which is respectfully submitted.

Laura K. Jicklin

Auditor.

Dr. Oscar Prann and Wife, et al, vs. Richard Brown, et al in ac.

To Trustee for Commissions, viz:	78	25	78	25
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	25	75		
Jos. W. Alton - Sheriff's costs	9	80		
C. Osborne Duvall - Guardian ad Litem	4	00		
John S. Strahorn - examiner's fee	8	00		
Juliet D. Strahorn - stenographer's fee	5	00		
Auditor - stating this account	18	00	90	55
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	15	00		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	5	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Great American Indemnity Co. - bond premiums	20	00		
T. Carroll Worthington - appraiser's fee	25	00		
Robert H. Campbell - auctioneer's fee	10	00		
Clerk of Court - certified copies deeds	3	50		
Naomi K. Garner - notary fees	2	00	96	19
BALANCE FOR DISTRIBUTION $1,285.01				
Distributed as follows, viz:				
To Oscar Prann - one-half	642	50		
To Heirs at Law of John R. Wiseman, deceased - one-half, viz:				
Georgiana Wiseman, Widow - one-sixth	214	17		
Edith E. Prann, daughter - one-twenty-fourth	53	54		
Mary Dorsey, daughter - " "	53	54		
Helen Brown, daughter - " "	53	54		
Richard Wiseman, son - " "	53	54		
John Wiseman, son - " "	53	54		
Ida Wiseman, daughter - " "	53	54		
Eugene Wiseman, son - " "	53	54		
Children of Bessie Brown, daughter, who predeceased John R. Wiseman, viz:				
Mary Helen Brown, granddaughter - one-one hundred and forty-fourth	8	93		
Roger Brown, grandson - " " "	8	93		
Richard Brown, grandson - " " "	8	93		
Thomas Brown, grandson - " " "	8	93		
Ruth Brown, granddaughter - " "	8	92		
Ethel Brown, granddaughter - " "	8	92		
			1,285	01
			1,550	00

with Noah A. Hillman, Trustee Cr.

1949						
Oct.	25	Proceeds of Sale	1,250	00		
		Amount paid on account by first purchaser (contract of February, 1947)	300	00	1,550	00
					1,550	00

Filed 25th June 1951

ORDER NISI BOOK 70 PAGE 387

Oscar Prann
and Wife, et al
VERSUS
Richard Brown,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9262 Equity.

ORDERED, This 25 day of June, 19 51, 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 28 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 28 day of July next.

John H. Hopkins, 3rd, Clerk.

Filed 10th Sept 1951

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9262 Equity
OSCAR PRANN AND WIFE, ET AL
VERSUS RICHARD BROWN, ET AL.

Ordered, this 25 day of June, 1951, 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 28 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 28 day of July next.

John H. Hopkins, 3rd, Clerk.
True Copy: TEST:
John H. Hopkins, 3rd, Clerk.

OFFICE OF

Maryland Gazette & Evening Capital

Published by
THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1951

We hereby certify, that the annexed Order Nisi Equity No. 9262 Oscar Prann

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 28 day of July, 1951. The first insertion being made the 26 day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Ellis Bates

17

OSCAR PRANN, ET AL	:	NO. 9262 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD BROWN, ET AL	:	ANNE ARUNDEL COUNTY
	:	

: : : : : : : : :

Filed 11th July 1951

To the Honorable, the Judge of said Court:

The petition of Morris Rank respectfully shows:

1.

That on the 21st day of July, 1941, your Petitioner procured final judgment for the sum of One Hundred Dollars together with interest and costs thereon against one Oscar Prann as will more fully appear by reference to a certified copy of said judgment being filed herewith as Petitioner's Exhibit No. 1.

2.

That on March 10th, 1949, this Honorable Court decreed a sale of the real estate in which Oscar Prann has an interest.

3.

That the Auditor's account filed in the above entitled cause on June 25th, 1951, disclosed a balance of Six Hundred Forty-Two Dollars Fifty Cents ($642.50) to be distributed to the said Oscar Prann.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court allowing your Petitioner his judgment claim out of the proceeds for distribution to Oscar Prann.
2. And for such other and further relief as the case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Atty. for Morris Rank
9-11 School Street
Annapolis, Md.

BOOK 70 PAGE 389

In the Circuit Court for Anne Arundel County:

No. 7.

Civil Appeals

Oscar Prann

vs.

Morris Rank

April Term, 1941

1941, March 7, Copy of Docket Entries from James G. Woodward J.P. fd. Action Debt $100.00 1941, March 1, Trial held judgment in favor of the Plaintiff for the sum of $100.00 damage interest from dateand cost $2.15 Paid by Plaintiff. 1941, March 1, Appeal fd. summons issued, summoned the Defendant this 10 day of March, 1941, 1941, May 23, Issues joined submitted to and elects to be tried before a Jury Jury sworn, Verdict of Jury finding for the Plaintiff and assess damages at $100.00. 1941 May 24 Motion for new trial fd. service of copy admitted 24 day of May 1941, by George B. Woelfel Plaintiff Attorney. 1941, July 21, Hearing on Motion for New trial. 1941, July 21, Motion for Ne w Trial Over-rulled , 1941, July 21, Judgment extended in favor of the Plaintiff for the sum of $100.00 current money with interest from date and cost of suit. 1941, Aug. 19, Order for Fi Fa fd. Fi Fa issd.
1941, Sept. 3, Defendants Claim for Exemption fd.
1941, Sept. 3, Claim of John W. Prann fd.
1941, Sept. 3, Claim of Edith E. Prann fd.

STATE OF MARYLAND, Anne Arundel County, Sct:

I HEREBY CERTIFY, That the above is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel Co., this 11th day of July, 1951.

John H Hopkins, 3rd

Clerk of the Circuit Court for Anne Arundel County.

Petitioner's Exhibit No. 1.

ORDER OF COURT

Filed 12th July 1951

Upon the aforegoing petition, it is this 12th day of July, in the year 1951, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Noah A. Hillman, Trustee in this cause be, and he is hereby directed to pay the judgment of Morris Rank in full from the proceeds audited to Oscar Prann unless cause to the contrary thereof is shown on or before the 22nd ~~day~~ of July, 1951, and provided further that a copy of this petition and order of Court be served on said Noah A. Hillman on or before the 13th day of July, 1951.

James C. Cook
Judge

copy left with Noah A. Hillman
this 12 day of July 1951
Geo B. Wolfe
M.M.H.

FINAL ORDER OF COURT

Filed 15th Aug. 1951

ORDERED this 15th day of August, 1951, by the Circuit Court for Anne Arundel County, in Equity, that its order nisi dated July 12th, 1951, and passed in the above entitled cause be, and the same is hereby made final, no cause to the contrary having been shown by the said Oscar Prann though service was made within the time limited by the Court.

Benjamin Michaelson
Judge

In the Circuit Court for Anne Arundel County

Filed Sept 11, 1951

ORDERED BY THE COURT, this 11th day of September, 1951, 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.

Benjamin Michaelson
Judge

WALTER S. CALWELL, Assignee Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT LUI EDGAR AND MIRIAM F. EDGAR, his wife	:	(In Equity) No. 10,160

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Robert Lui Edgar and Miriam F. Edgar, his wife to the Title Guarantee and Trust Company, dated December 22nd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 550, with Short Assignments at the foot thereof, the last one dated December 29th, 1950 from The County Trust Company to the Plaintiff.

Filed 3 Feb, 1951.

Walter S. Calwell
Walter S. Calwell, Assignee

T. Worthington Brundige III
T. Worthington Brundige, III
Attorney for Plaintiff

LIBER 421 PAGE 553

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 16, 1941)

No. 10,160 Equity

BOOK 70 PAGE 392

MORTGAGE

THIS MORTGAGE, Made this 22nd day of December, A. D. 19 47, by and between ROBERT LUI EDGAR and MIRIAM F. EDGAR, his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and TITLE GUARANTEE AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-four Hundred Dollars ($ 6400.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Title Guarantee and Trust Company, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-eight and 78/100 Dollars ($ 38.78), commencing on the first day of January, 19 48, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 19 67. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagors have this day passed to mortgagee their negotiable promissory note in said sum of even date, monthly instalments with interest as aforesaid.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents. Said principal sum was used by the mortgagors as part of the purchase money of the hereinafter described property.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—4139

BEGINNING for the same at the intersection formed by the north line of Eleventh Avenue, as now laid out 60 feet wide, and the extension southerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 39 feet 11-3/4 inches westerly from the intersection formed by the extension southerly of the west line of Victory Avenue, as now laid out 55 feet wide, and the extension easterly of the north line of Eleventh Avenue, as now laid out60 feet wide; and running thence continuously north 16 degrees 18 minutes west 101 feet 3 inches, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended northerly to intersect the south line of a 15-foot alley there situate, with the right of user thereof in common with others; thence, binding on the south line of said alley, north 77 degrees 36 minutes 47 seconds east 17 feet ten and one-half inches to the intersection formed by the northerly extension of the center line of a party wall constructed in part on the land herein being described; thence continuously south 16 degrees 18 minutes east 98 feet 6 inches, binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended southerly to intersect the said north line of Eleventh Avenue; thence, binding on said north line of Eleventh Avenue, south 68 degrees 48 minutes 44 seconds west 17 feet 10-3/4 inches to the place of beginning. The improvements whereon are known as No. 214 Eleventh Avenue.

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said mortgagors in fee simple.

Plaintiff's Exhibit A

Filed 3 Feb, 1951

2

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 said Mortgagee, its successors and assigns, in fee simple.

TOGETHER with all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing, and motors used in connection therewith.

BOOK 70 PAGE 393

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, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall 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 or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), 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 right 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, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, 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 four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. 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.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. 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 continuing for the space of thirty ——— days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Milton Brandt ———, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the 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 said 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 Fifty Dollars ($ 50.00 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 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, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants 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 mort-

gage 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 said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

BOOK 70 PAGE 395

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:

Albert E. Mitchell
ALBERT E. MITCHELL

Robert Lui Edgar [SEAL]
Robert Lui Edgar

Miriam F. Edgar [SEAL]
Miriam F. Edgar

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 22nd day of December, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ROBERT LUI EDGAR and MIRIAM F. EDGAR, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared George H. Schmidt, the 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 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.

Albert E. Mitchell
ALBERT E. MITCHELL
Notary Public.

Recorded-30th-Dec-1947-at-11:00-A.M. "Q.P."

95386 N.P.H. Q.E.M.

FOR VALUE RECEIVED, and without recourse, Title Guarantee and Trust Company, hereby assigns the within mortgage to THE COUNTY TRUST COMPANY (TARRYTOWN, NEW YORK)
Witness the Corporate Seal of said Company, and the signature of Vice President this 22nd day of December 1947
Attest: Clifford L. Knight Asst Secretary.
TITLE GUARANTEE AND TRUST COMPANY
George H. Schmidt Vice President

Recorded-30th-Dec.-1947-at-11:00-A.M. "Q.P.

This rider is attached to and is a part of a certain mortgage made by Robert Lui Edgar and Miriam F. Edgar, his wife, to The Title Guarantee And Trust Company dated December 22nd, 1947, and recorded December 30th, 1947 in Liber 421, Page 550, and the same date assigned to The County Trust Company.

For value received, The County Trust Company, Tarrytown, New York, on this 29th day of December 1950, hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST:

Mary T. Lynch
Mary T. Lynch, Assistant Secretary

THE COUNTY TRUST COMPANY

BY: Edward P. Hanyen
Edward P. Hanyen, Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 29th day of December 1950.

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
ROBERT LUI EDGAR AND MIRIAM F. EDGAR, his wife	:	

#10,160.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the Mortgage from said Robert Lui Edgar and Miriam F. Edgar, his wife to Title Guarantee and Trust Company, dated December 22nd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 550

Amount of Mortgage		$6400.00
Less - amount paid in principal		492.06
		5907.94
Plus - unpaid interest from 3/1/1950 to 4/18/1951		267.17
		6175.11
Plus - overdraft in expense account		48.72
		$6223.83

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of April, 1951 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, 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.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

Filed 18th Apr., 1951.

Assignee's
~~Mortgagee's and Attorney's~~ Bond. 1-369 1m-12-32

BOOK 70 PAGE 397

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

1,116a

Know All Men by These Presents:

That we Walter S. Calwell of 19 E. Fayette Street, Baltimore, Maryland, - as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety 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 SIX THOUSAND SIX HUNDRED AND 00/100 - - - - - - - - - - - ($6,600.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 18th - - - - - - - - - - - - - - - - - - day of April - - - - - - - - - in the year nineteen hundred and fifty-one.

Filed 18 Apr., 1951.

Whereas, the above bounden Walter S. Calwell, Assignee by virtue of the power contained in a Mortgage from Robert Lui Edgar and Miriam F. Edgar, his wife, to the Title Guarantee & Trust Company, bearing date the 22nd day of December nineteen hundred and forty-seven, and recorded among the Land - - - - Records of Anne Arundel County, in Liber J.H.H. No. 421, Folio 550, and

WHEREAS, assignment of said mortgage has been made to Walter S. Calwell, and he - is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell, Assignee does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Fink

Attest:

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

Witness as to Surety:

E. M. Keyser
E.M.Keyser

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

[signature]
Assistant Secretary W. M. Mercier

Approved this 18 Apr. 1951
John H. Hopkins, 3rd, Clerk

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BOOK 70 PAGE 398 MILITARY AFFIDAVIT

No. 10,160 Equity.

Docket folio

Filed 23 Apr., 1951.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of April 1951 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Robert Lui Edgar and Miriam F. Edgar, his wife against whom foreclosure proceedings were instituted is 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, that ~~he is about~~ ~~years old~~, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROBERT LUI EDGAR AND MIRIAM F. EDGAR, his wife Defendants	:	ANNE ARUNDEL COUNTY (In Equity) No. 10,160 Equity

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Assignee of Mortgage, dated December 22nd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 550 from said Robert Lui Edgar and Miriam F. Edgar, his wife to the Title Guarantee and Trust Company Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Assignee, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 18th day of April, 1951 at three P.M., at the Court House Door attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

On the north line of Eleventh Avenue 39 feet 11 3/4 inches westerly from Victory Avenue fronting northeasterly 17 feet 10 3/4 inches with an irregular depth northwesterly of 101 feet 3 inches to the south line of a 15 foot alley, the improvements whereon are known as No. 214 Eleventh Avenue, and being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 23 Apr. 1951

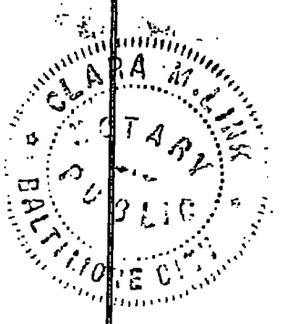
The property was sold to The County Trust Company, in fee simple at and for the sum of Six Thousand ($6,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of April, 1951 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal,



Clara M. Link - Notary Public

CALLAHAN AND CALWELL
Solicitors
Baltimore Fede[illegible] Building,
Fayette and S[illegible]l Streets
Baltimore [illegible], Md.

MORTGAGE SALE
OF
VALUABLE FEE SIMPLE PROPERTY
No. 214 Eleventh Avenue, Brookwood, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Robert Lui Edgar and Miriam F. Edgar, his wife to Title Guarantee and Trust Company, December 22nd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 421 folio 550 (default having occurred thereunder) the undersigned Assignee will sell at Public Auction at the Court House Door, in Annapolis, Maryland, on

WEDNESDAY, APRIL 18TH, 1951
AT 3 P. M.

Filed 18 May, 1951

all that lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

BEGINNING for the same at the intersection formed by the north line of Eleventh Avenue, as now laid out 60 feet wide, and the extension southerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 39 feet 11-¾ inches westerly from the intersection formed by the extension southerly of the west line of Victory Avenue, as now laid out 55 feet wide, and the extention easterly of the north line of Eleventh Avenue, as now laid out 60 feet wide; and running thence continuously north 16 degrees 18 minutes west 101 feet 3 inches, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended northerly to intersect the south line of a 15-foot alley there situate, with the right of user thereof in common with others: thence, binding on the south line of said alley, north 77 degrees 36 minutes 47 seconds east 17 feet ten and one-half inches to the intersection formed by the northerly extension of the center line of a party wall constructed in part on the land herein being described; thence continuously south 16 degrees 18 minutes east 98 feet 6 inches, binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended southerly to intersect the said north line of Eleventh Avenue; thence, binding on said north line of Eleventh Avenue, south 68 degrees 48 minutes 44 seconds west 17 feet 10-¾ inches to the place of beginning. The improvements thereon are known as No. 214 Eleventh Avenue.

Subject to restrictive covenants and Utility Agreements, if any, of record affecting the property.

The improvements consist of a 2 story brick, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Assignee.

SAM W. PATTISON & CO., Auctioneer.

a-12

BOOK 70 PAGE 401

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1951

We hereby certify, that the annexed

Mortgage Sale

Robert Lui Edgar

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, 1951. The first insertion being made the 29th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

BOOK 70 PAGE 402

ORDER NISI

WALTER S. CALWELL, Assignee

versus

ROBERT LUI EDGAR AND
MIRIAM F. EDGAR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,160 Equity

Filed 23 Apr., 1951.

Ordered, this 23 day of April, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28 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 28 day of May next.

The report states that the amount of sales to be $ 6,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

Filed 1 June, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,160 Equity
WALTER S. CALWELL, Assignee
Vs.
ROBERT LUI EDGAR AND MIRIAM F. EDGAR, his wife.

Order, this 23rd day of April, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of May next.

The report states that the amount of sales to be $6,000.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Equity 10,160

Robert Lui Edgar

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of May, 1951. The first insertion being made the 26th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. MG 9487

10

(Final Order)

BOOK 70 PAGE 403

WALTER S. CALWELL, Assignee

versus

ROBERT LUI EDGAR AND
MIRIAM F. EDGAR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 1 June, 1951

ORDERED BY THE COURT, This 1st day of June, 1951 that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Harrison
Judge

In the Case of

Walter S. Calwell,
Assignee
vs.
Robert Lui Edgar
and
Miriam F. Edgar, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,160 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 5 July, 1951.

June 26, 1951

All of which is respectfully submitted.

Laura N. Fickling
Auditor.

Dr. Walter S. Calwell, Assignee, vs. Robert Lui Edgar and Miriam F. Edgar, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	210	00	260	00
To Assignee 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 Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	14		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	26	40		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	75		
One-half Federal revenue stamps	3	30		
One-half State revenue stamps	3	30		
Clara M. Link - notary fees	1	20		
			118	09
To the County Trust Company, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	5,584	16	5,584	16
			6,000	00
Amount of mortgage claim filed	6,223	83		
Cr. Amount allowed as above	5,584	16		
Balance subject to decree in personam	639	67		

with Walter S. Calwell, Assignee Cr.

1951				
Apr.	18	Proceeds of Sale	6,000 00	6,000 00
				6,000 00

ORDER NISI

Walter S. Calwell,
Assignee
VERSUS
Robert Lui Edgar
and
Miriam F. Edgar, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,160 Equity.

Filed 5 July, 1951.

ORDERED, This 5 day of July, 19 51, 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 13 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 13 day of August next.

John H. Hopkins, 3rd, Clerk

FFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,160 Equity
WALTER S. CALWELL, Assignee
Vs.
ROBERT LUI EDGAR and MIRIAM F. EDGAR, his wife.

Ordered, this 5th day of July, 1951, 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 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 13th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-26

Filed 13 Aug., 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1951

We hereby certify, that the annexed

Order Nisi - Auditors Account

Equity - 10,160

Robert Lui Edgar

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 August, 1951. The first insertion being made the 12th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. MG. 2952

Filed 14 Aug., 1951

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of August, 1951, 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.

Benjamin Michaelson
Judge

William E. Fletcher,
(William Fletcher)
Annapolis, Maryland,

PLAINTIFF,

vs

Charles H. Arnold,
Last known address,
710 Albert Street,
Baltimore, Maryland,

DEFENDANT.

No. 10191 Equity,

In the

Circuit Court for

Anne Arundel County.

- - - - - - - - - - - - - - - - - -

Filed 24 Mar., 1951.

Bill of Complaint for Foreclosure of Tax Title.

To the Honorable, the Judge of the said Court.

The bill of complaint of William E. Fletcher, the above plaintiff, by John S. Strahorn, his solicitor, respectfully shows:

1. That on the 10th day of October, 1949, the certificate of Tax Sale attached hereto was issued by Joseph H. Griscom, Sr, Treasurer of Anne Arundel County, Maryland, which said certificate is filed herewith as part hereof, and marked Complainant's Exhibit A.

2. That the property shown in said certificate is the identical property conveyed to the said Charles H. Arnold, and Mary A. Arnold his wife, by H. A. Johnson and wife, by their deed bearing date the 31st day of March, 1927, recorded in the land records of said Anne Arundel County, in Liber F. S. R. No. 14, folio 57, and described as follows:

> Lot No. 2, on plat made by J. Carson Bousch, Surveyor, Nov. 2, 1923, of the property of H. A. Johnson, at Robinson, Anne Arundel County, and being the same property conveyed by Alton R. Arnold, Treasurer, to the said H. A. Johnson and wife, , by deed dated October 21, 1922, recorded among said land records in Liber W. N. W. No. 63, folio 326.

3. That the said property has not been redeemed, though more than a year and a day has expired since the said tax sale mentioned in said Exhibit A.

4. That the said Charles H. Arnold's only address is given as

710 Albert Street, Baltimore, Maryland, and diligent search discloses no further address.

5. Your complainant prays for an Order of Publication herein, giving notice to the said Charles H. Arnold, and all persons having or claiming to have any interest in the said property, situate in the Third District of said Anne Arundel County, of the object and substance of this bill of complaint, and of this proceeding, warning them or any of them to appear herein, on or by a certain day, and show cause, if any of them have, why a decree of foreclosure should not be had herein as hereinafter prayed.

6. To redeem the said property, it will be necessary, for the defendant, or any other person having or claiming to have an interest therein, to pay the sum of $7.95, together with all taxes, interest and penalties accruing subsequent to the day of said Tax Sale, and any reimbursement due the plaintiff, under Section 90-J to 90-K of Article 81, of the Annotated Code of Maryland.

7. Plaintiff prays the Court to pass a final decree herein, foreclosing all rights of redemption of the defendant, or any others, in the property herein described, and so sold for taxes.

And as in duty bound, etc.

William E. Fletcher,
Annapolis, Maryland. PLAINTIFF;

John S. Strahorn, Solicitor
for the plaintiff,
Box 254, Annapolis, Maryland.

State of Maryland,
Anne Arundel County, Sct.

Sworn to before me by the above named Plaintiff, William E. Flethher, this 31st day of March, 1951.

Ruby W. Chaney
Notary Public.

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

1316 BOOK 70 PAGE 411

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949 I sold to Wm. Fletcher Parole, Md. at public auction for the sum of 9 Dollars and 00 Cents, of which 7.95 Dollars has been paid as a deposit on the property in 3 Dist described as Lot 2 situated at Robinson, A. A. Co.

and assessed to Chas. H. Arnold

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Mar., 1951.

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

Joseph H. Griscom Sr.
JOSEPH H. GRISCOM, Sr. Collector.
County Treasurer

(Complainant's Exhibit A.)

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William Blatowski
Notary Public.

My Commission Expires MAY 7 - 1951

2

John S. Strahorn, Solicitor,
Annapolis, Maryland.

William E. Fletcher
(William Fletcher)
Annapolis, Maryland,
PLAINTIFF,

vs

Charles H. Arnold,
Last known address, 710 Albert St.,
Baltimore, Maryland, and all persons having or claiming to have any interest in Lot No. 2, hereinafter set out,
DEFENDANT.

No. 10191 Equity, In the Circuit Court for Anne Arundel County.

The object of this suit is to secure foreclosure of all rights of redemption in the following property:

> Lot No. 2 on plat made by J. Carson Bousch, Surveyor, November, 1923, of the property of H. A. Johnson, at Robinson, in the 3rd District of Anne Arundel County, Maryland, conveyed to the said Charles H. Arnold and wife, by H. A. Johnson and wife, by their deed of March 31, 1927, recorded in the Anne Arundel County land records in Liber F. S. R. No. 14, folio 57.

Filed 24 Mar., 1951

The bill of complaint states, among other things: That the amount necessary for redemption have not been paid, though more than a year and a day since the sale by the Treasurer have expired; to now redeem the property it will be necessary to pay the sum of $7.95, , together with all interest, taxes, penalties and other charges allowed under ~~xxxxxx~~ Article 81 of the Maryland Code.

IT IS THEREUPON, this 24 day of March, 1951, by the Circuit Court for Anne Arundel County, In Equity, O R D E R E D, that notice be given by the insertion of a copy of this Order of Publication, in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons intwrested in the said property, or any of them, to be and appear in this Court, on or before the 8 day of June, 1951, and redeem the said property and answer the bill herein; or thereafter a final decree will be rendered herein, foreclosing all rights of redemption in said property, and vesting in the plaintiff a title, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

JOHN S. STRAHORN, Solicitor,
Annapolis, Maryland.

IN THE CIRC COURT
FOR ANNE ARU. L COUNTY
WILLIAM E. FLETCHER (WILLIAM FLETCHER) Annapolis, Maryland
PLAINTIFF,

Vs.

CHARLES H. ARNOLD, Last known address, 710 Albert St., Baltimore, Maryland and all persons having or claiming to have any interest in Lot No. 2, hereinafter set out, DEFENDANT.

No. 10,191 Equity

The object of this suit is to secure foreclosure of all rights of redemption in the following property:

Lot No. 2 on plat made by J. Carson Bousch, Surveyor, November, 1923, of the property of H. A. Johnson, at Robinson, in the 3rd District of Anne Arundel County, Maryland, conveyed to the said Charles H. Arnold and wife, by H. A. Johnson and wife, by their deed of March 31, 1927, recorded in the Anne Arundel County land records in Liber F. S. R. No. 14, folio 57.

The bill of complaint states, among other things: That the amount necessary for redemption have not been paid, though more than a year and a day since the sale by the Treasurer have expired; to now redeem the property it will be necessary to pay the sum of $7.95, together with all interest, taxes, penalties and other charges allowed under Article 81 of the Maryland Code.

IT IS THEREUPON, this 24th day of March 1951, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication, in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said property, or any of them, to be and appear in this Court, on or before the 8th day of June, 1951, and redeem the said property and answer the bill herein; or thereafter, a final decree will be rendered herein, foreclosing all rights of redemption in said property, and vesting in the plaintiff a title, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-10

Filed 9 June, 1951

No. MG.....181.....

BOOK 70 PAGE 413

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 8, 1951

We hereby certify, that the annexed

Order of Publication - Equity 10,191

William E. Fletcher

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1951. The first insertion being made the 29th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

William E. Fletcher, Plaintiff,

vs

Charles H. Arnold, etc. Defendant.

No. 10191 Equity,

In the

Circuit Court for

Anne Arundel County.

Filed 13 June, 1951.

AFFIDAVIT.

John S. Strahorn, Attorney at law and Solicitor in Chancery, being duly sworn, deposes and says:

That he mailed the attached and unopened letter by Registered Mail, to the defendant, Charles H. Arnold, in the above case, which was returned, unopened, and marked thereon, as shown on the original:

" Unclaimed; said to be dead."

That the address given was obtained from the Tax Records of this County; and he further made oath, that he has not been able to find any other or further address of the said Charles H. Arnold.

Jno S. Strahorn

John S. Strahorn, Attorney and Solicitor.

SUBSCRIBED, and Sworn to, before me, this 13th day of June, 1951.

Elinore G. Giraudt

Notary Public.

5

William E. Fletcher, Plaintiff, vs Charles H. Arnold, Defendant.

No. 10191 Equity, In the Circuit Court for Anne Arundel County.

Decree of Foreclosure.

This cause standing ready for hearing, and being submitted, the proceedings were read and considered; and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland 1948 Supplement:

It is thereupon, this 13th day of June, 1951, by the Circuit Court for Anne Arundel County, In Equity, adjudged, Ordered and Decreed:

1. That all rights of redemption of the respondent or of those claiming by or under him in this proceeding, the said property having been sold by the Treasurer of Anne Afundel County for the non payment of taxes, be and the same are hereby forever foreclosed.

2. That an absolute and indefeasible title in fee simple to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to the date of sale herein, and the public assessments to which said property is subject), are hereby vested in the complainant, William E. Fletcher.

3. That upon the payment by him of the balance, if any, due on the purchase price, together with all taxes, interest and penalties thereon, accruing subsequent to the day of sale by the Treasurer of Anne Arundel County, the Treasurer of said Anne Arundel County shall execute and deliver a deed conveying the said property to the said William E. Fletcher; upon the payment by him of all the costs of this proceeding.

Benjamin Michaelson

Benjamin Michaelson Judge.

Filed 13 June, 1951.

6

WILLIAM A. HARTING, Lansdowne, Maryland Complainant	:	IN THE
vs.	:	CIRCUIT COURT NO. 2
FRANCIS J. McLANE, trading as THE WALNUT GROVE, 3612 Hanover Street, Defendant	:	OF BALTIMORE CITY No. 10,257 Equity

.....

BILL OF COMPLAINT

TO THE HONORABLE, EDWIN T. DICKERSON, JUDGE OF THE SAID COURT:

Your Orator, William A. Harting, complaining, respectfully represents:

First: That your Orator, a citizen of the State of Maryland, is the holder of a judgment against the defendant, Francis J. McLane, trading as The Walnut Grove, a business enterprise operated as such by the defendant, in connection with which your Orator's claim was contracted; that the defendant, a resident of the City of Baltimore, operates the said business under the style of "The Walnut Grove" in the City of Baltimore and that said business possesses substantial assets and owes substantial debts. That the judgment aforementioned was obtained under date of December 5, 1946 in the Superior Court of Baltimore City, in the amount of $5,037.50 and is due and unpaid; a certified transcript of said judgment and its entries on the docket of said Court is herewith filed as complainant's exhibit number 1 and now prayed to be taken as part hereof.

Filed 25 June, 1951.

Second: That the defendant operates and conducts as part of his aforementioned business enterprises a tavern and bar in the real estate development owned and operated by him and known as the Brooklyn Shopping Center in the 3600 Block Hanover Street, Baltimore, Maryland; that the said real estate is of large value and is subject to certain mortgage, tax and other liens, some of which along with the assets securing their payment are to be marshalled to accomplish an equitable distribution between the various secured and unsecured creditors of said defendant. That your Orator files this Bill of Complaint in his own behalf and in behalf of all creditors of the defendant who elect to participate in these proceedings or in the distribution of the proceeds resulting from the liquidation under the order of this Court of the defendant's aforementioned assets.

Third: That the defendant is unable in the ordinary course of his business to pay, as they severally have matured, or will mature, his business obligations, although your Orator does not allege that the fair market value of his assets is not sufficient to satisfy the outstanding indebtedness of the defendant.

Fourth: That many of the defendant's assets require immediate attention for their preservation and to prevent needless depreciation, forfeiture, wastage and loss and to avoid the possibility of injurious execution against said assets by outstanding lienholders; that the defendant is at the present operating said businesses without regard to the respective claims of the various creditors, including your complainant, to priorities. That it is essential to avoid continuing shrinkage in the asset value of the defendant and to obviate a multiplicity of legal actions by various alleged claimants either to specific assets or to priority in payment from the assets of the defendant that this Court promptly assume jurisdiction over the defendant's assets by the appointment herein of a receiver or receivers to take charge and control of the assets and affairs of the defendant's businesses so that the creditors, according to their respective priorities and rights, will not suffer financial loss in consequence of the threatened foreclosure of mortgages and the filing of execution claims by outstanding judgment creditors (all of whose judgments are more than four months old), and in order to accomplish for the benefit of all creditors the most efficient conservation of the defendant's assets, their reduction to cash, and the distribution of such cash proceeds amongst the creditors in accordance with their respective priorities.

Fifth: That your Orator further avers that the assets of the defendant's businesses may be made more productive for the benefit of all of the creditors and for the benefit as well of the defendant if the receiver or receivers to be appointed by this Court shall subject to the order of this Court assume possession of the real estate and other such assets of the defendant and rent or continue their rental to various occupants under arrangements designed to yield the utmost income, and so that thereby the receiver or receivers will be best placed in a position of offering such assets at public sale to the highest bidders (or subject to the order of the Court at

or by advantageous private sale) upon a basis capitalizing such occupational yield.

Sixth: That unless this Honorable Court thus promptly assumes jurisdiction herein and appoints such receivers the assets of the defendant will be dissipated by needless foreclosure or execution of sales to the irreparable loss, injury and damage of your complainant and other creditors of the defendant and needless loss of value of such assets will ensue.

WHEREFORE your Orator respectfully prays:

1. That this Court appoint herein a receiver or receivers to take charge and custody of the assets and affairs of the defendant and of the businesses conducted by and in his name or for his account;

2. That this Court enjoin any interference by others, including the defendant, his employees or agents, with such possession of the receivers and that this Court direct the delivery of all books, records, properties and assets of the defendant to such receivers;

3. That this Court authorize such receivers to rent the unoccupied portions of the defendant's real estate, to collect the rental or occupational charge accruing therefrom, and to continue to operate the same subject to the further order of this Court for the benefit of the creditors of the defendant for such period as this Court may declare to be desirable;

4. That by future order this Court authorize and direct the receivers to sell at public or private sale (and if at private sale at not less than the appraised values thereof) the various assets of the defendant's businesses, specifically including his real estate business, so that the proceeds of such sales may be herein distributed under the guidance of this Court to those entitled thereto according to their respective priorities and claims.

5. That this Court direct the receivers to promptly report to this Court such facts and conditions as may warrant a marshalling of the assets of the defendant for the better protection of all creditors;

6. And for such other and further relief as may appear to be proper.

Wm. A. Harting
Complainant

Sachs & Sachs
Solicitor for Complainant
308 Keyser Bldg.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY that on this 7th day of May, 1947, before me, a Notary Public of the State aforesaid in and for the City aforesaid, personally appeared William A. Harting, complainant, who made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true according to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(SEAL) Ruth Weinberg
Notary Public

Filed 23 June, 1951

Ordered this 9 day of May, 1947 by the Circuit Court No. 2 of Baltimore City, that the defendant show cause within 8 eight days from this date why the relief prayed in the proposed order should not be granted, PROVIDED a copy of the proposed order together with a copy of this order, be served on defendant or his Soliciter of record, on or before May 12, 1947

Edwin T. Dickerson
Judge.

BOOK 70 PAGE 420

In the Superior Court of Baltimore City

September Term, 19 46

William A. Harting,

vs.

Francis J. McLane

Mrs. Francis J. McLane,

Action commenced 5th *day of* December 19 46

Complainant's Exhibit No. 1
Filed 23 June, 1951

Judgment *was rendered in the above entitled cause, in favor of the Plaintiff, on the* 5th *day of* December, 19 46, *for the sum of* $ 5,037.50, *with interest thereon from date until paid, and costs of suit.*

Attorneys Fees $500.00

Waiver of Exemptions,

Plaintiff's Costs, $ 1065 Paid

Defendant's Costs, $ 6.00 Paid

Balance due $1.30

State of Maryland, Baltimore City, Sct.

I HEREBY CERTIFY, that the aforegoing is a true short copy of the Judgment in the above entitled cause, taken from the Record of Proceedings of the Superior Court of Baltimore City. And I hereby further certify, that said Record contains no entry nor proceedings to show that the Judgment aforesaid has been satisfied, either in whole or in part.

In Testimony Whereof, I hereto set my hand and affix the seal of the said Court, this 6th day of May, A. D. 19 47

(SEAL)

M. LUTHER PITTMAN

Clerk of the Superior Court of Baltimore City.

William A. Harting
Lansdowne, Maryland

BOOK 70 PAGE 421

IN THE

vs.

CIRCUIT COURT NO. 2

Francis J. McLane trading as
The Walnut Grove
3612 S. Hanover Street
Baltimore, Maryland

of

BALTIMORE CITY

.....

ORDER FOR INJUNCTION AND RECEIVER

On the foregoing Bill and Exhibit and Answer it is this 19th day of May, 1947 ordered that James K. Cullen and Webster C. Tall be and they are hereby appointed Receivers with the power and authority to take charge and possession of the goods, assets, wares and merchandise, real estate, books, papers, and effects of or belonging to the said Francis J. McLane trading as The Walnut Grove and to collect the outstanding debts due to the said defendant and the said defendant, his agents, custodians, and employees are hereby required to yield up, and deliver to the said Receivers the goods, wares, assets, and merchandise, real estate, books, and effects, of the said defendant whether trading as The Walnut Grove or otherwise, subject nevertheless to the further Order of this Court. It is further Ordered that defendant, his agents, custodians, employees be and they are hereby enjoined from transferring or disposing of any property or assets or receipts other than to Receivers.

Filed 23 June, 1947

AND IT IS FURTHER ORDERED, That before the said above named Receivers proceed to act as Receivers by virtue of this order they shall give bond to the State of Maryland, in the penalty of Ten Thousand Dollars ($10,000.00), with a surety or sureties to be approved by this Court or the Clerk thereof, and conditioned for the faithful performance of the trust reposed in them by this order, or which may be reposed in them by any future order or decree in the premises.

It is further hereby ORDERED that Messrs. Frank, Skeen and Oppenheimer Attorneys, and Nathan Patz, Attorney, be and they are hereby named as counsel to said Receivers.

AND IT IS FURTHER ORDERED, That a Writ of Injunction be issued as is prayed in said Bill upon the filing of a bond by the Plaintiff, in the penalty of Ten Thousand Dollars ($10,000.00) with security to be approved by the Clerk of this Court; And the Clerk is hereby directed to annex a copy of this Order to the Writ of Injunction.

EDWIN T. DICKERSON
Judge

Receiver's Bond.

BOOK 70 PAGE 422

No. 10,257 Equity

KNOW ALL MEN BY THESE PRESENTS.

THAT WE Webster C. Tall, 501 Maryland Trust Bldg., and James K. Cullen, 1303 Lexington Bldg., Baltimore, Md. as principal, s and American Bonding Company of Baltimore a corporation of the State of ..... as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND - - - - - ($10,000.00) - - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 19th day of May in the year of our Lord one thousand nine hundred and forty-seven.

WHEREAS, by an order of the CIRCUIT COURT NO. 2 OF BALTIMORE CITY, bearing date on the 19th day of May nineteen hundred and forty-seven and passed in a cause in the said Court, wherein

WILLIAM A. HARTING

Plaintiff , and

FRANCIS J. McLANE, trading as THE WALNUT GROVE

Defendant , the above bound Webster C. Tall and James K. Cullen have been appointed Receiver s

Filed 25 June, 1951

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That if the above bounden Webster C. Tall and James K. Cullen do and shall well and faithfully perform the trust reposed in th em by said order, or that may be reposed in them by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

EDWARD P. McDONOUGH
as to all

WEBSTER C. TALL [SEAL]
Webster C. Tall
JAMES K. CULLEN [SEAL]
James K. Cullen
AMERICAN BONDING COMPANY OF [SEAL]
BALTIMORE [SEAL]
By WESLEY C. BROOKS-Atty-in-fact (SEAL)

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the **AMERICAN BONDING COMPANY OF BALTIMORE,** a corporation of the State of **MARYLAND,** does hereby constitute and appoint **Wesley C. Brooks** 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 **AMERICAN BONDING COMPANY OF BALTIMORE** duly affixed by its Vice-President and attested by its Assistant Secretary, this **21st** day of **April, 1932.**

AMERICAN BONDING COMPANY OF BALTIMORE.

ATTEST: **J. G. YOST**
Assistant Secretary.

By: **E. R. NUTTLE**
Vice-President.

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney

May 19th, 1947

AMERICAN BONDING COMPANY OF BALTIMORE

Assistant Secretary.

BOOK 70 PAGE 423

WILLIAM A. HARTING Complainant	:	IN THE
VS.	:	CIRCUIT COURT NO. 2
FRANCIS J. McLANE individually and trading as THE WALNUT GROVE Defendant	:	of BALTIMORE CITY

.....

PETITION

TO THE HONORABLE, EDWIN T. DICKERSON, JUDGE OF THE SAID COURT:

The Petition of James K. Cullen and Webster C. Tall, Receivers herein, respectfully represents:

1. That among the assets in the hands of your Petitioners as Receivers herein are two leasehold properties, viz: 1030 N. Mount Street (Subject to a ground rent of $65.00) and 242 Laurens Street (subject to a ground rent of $115.00), both located in the City of Baltimore, Maryland, and a fee simple property known as Lots Nos. 5 and 6, Block "E", as shown on the Plat of Marley Park Beach, Anne Arundel County, in the State of Maryland.

2. That said properties are subject to a certain mortgage, originally made by the above defendant in the face amount of $10,000.00, bearing 6% interest, and that in the opinion and judgment of the Receivers and according to the valuations received by them the aforementioned properties have a very substantial equity.

3. That in the opinion of the Receivers and their counsel the public auction sale at this time of each of said properties is highly advantageous and in the best interest of the creditors of the defendant, and that such sales will best produce the utmost realization of the values of said properties. That your Receivers desire to be expressly authorized to begin to advertise said properties for sale at public auction and to engage an Auctioneer for that purpose, upon the understanding that out of the net proceeds of such sales the authenticated mortgage indebtedness now owed upon said properties will be discharged along with accruing interest, tax assessments and ground rent installments.

WHEREFORE, your Petitioners respectfully pray for the passage of an Order authorizing the public auction sale of such properties and the engagement of such Auctioneer.

AND AS, &c.

JAMES K. CULLEN

WEBSTER C. TALL
Receivers

FRANK, SKEEN AND OPPENHEIMER

NATHAN PATZ
Solicitors for Receivers

Filed 25th June, 1935

Sworn to as to the above facts by the above named Receivers on this 30th day of June, 1947.

(SEAL) Eugenia A. Riefner
Notary Public
Eugenia A. Riefner

ORDER OF COURT

Upon the aforegoing Petition, it is this 21st day of July, 1947, ORDERED by the Circuit Court No. 2 of Baltimore City that James K. Cullen and Webster C. Tall, Receivers, be and they are hereby authorized, empowered and directed to proceed to the public auction sale after due advertising (viz: advertisements in the newspaper or newspapers published in the City of Baltimore and/or in Anne Arundel County over a period of not less than three successive weeks between the date of first insertion and the date of sale, with not less than one insertion in each such week) of the aforementioned leasehold and fee simple properties mentioned in the aforegoing Petition; the Receivers being authorized and directed to make sale of said properties to the highest bidder or bidders and to pay out of the net proceeds the correct balance owing on the existing mortgage lien thereon; said Receivers being further hereby authorized and directed to engage an Auctioneer to conduct such sale.

JOHN T. TUCKER
Judge

Filed 30 June, 1947

Frank, Skeen & Oppenheimer, Solicitors.
First National Bank Building.

Nathan Patz, Solicitor,
Baltimore Trust Building.

BOOK 70 PAGE 425

RECEIVERS' SALE OF VALUABLE LEASEHOLD PROPERTIES 1030 N. MOUNT STREET 242 LAURENS STREET Also FEE-SIMPLE PROPERTY Situate On MARLEY PARK BEACH, Anne Arundel County, Md.

Pursuant to an order of the Circuit Court No. 2 of Baltimore City, the undersigned receivers will sell at public auction, on the respective premises, on

TUESDAY, AUGUST 12, 1947,
AT THE HOURS HEREINAFTER MENTIONED

ALL THOSE TWO LOTS OF GROUND AND IMPROVEMENTS situate in Baltimore City, viz.:

AT 2 O'CLOCK P. M.

No. 242 LAURENS STREET, lot 16'4"x 100'; subject to an annual ground rent of $115 and improved by a 3-STORY BRICK RESIDENCE.

AT 2.45 O'CLOCK P. M.

NO. 1030 NORTH MOUNT STREET, lot 12'0"x82'; subject to an annual ground rent of $65 and improved by a 3-STORY BRICK RESIDENCE.

AND THE FEE-SIMPLE MARLEY BEACH PROPERTY, ANNE ARUNDEL COUNTY, MD.

AT 4 O'CLOCK P. M.

MARLEY CREEK PROPERTY known as Lots Nos. 5 and 6 in Block E of the Plat of Marley Park Beach recorded among the Plat Records in Anne Arundel Co., in Book W.N.W. No. 2, folio H (subject to the valid restrictions and easements of record). In fee-simple. Improved by a year-round residence upon lot of approximately 25'x 120'; together with right of use in a floating pier in front of the property; erected in Marley Creek.

For exact description for Laurens Street see Land Record Liber MLP No. 6427 folio 180 from Public Realty Company to McLane; and for exact description for Mount Street see Land Record Liber MLP No. 6428 folio 106 from Public Realty Company to McLane.

To reach Marley Creek Property turn left off Ritchie Highway at Furnace Branch Road, and cross Marley Creek Bridge, and then left at first road (known as Arundel Place) proceed one block and turn left again to property.

A cash deposit of $750 on the Laurens St. property; a cash deposit of $350 on the Mount St. property and a cash deposit of $500 on the Marley Park Beach property; balance cash upon ratification of sale by the Circuit Court No. 2 of Baltimore City; taxes, ground rent, house rent and all other expenses to be adjusted to the day of transfer which shall be within five days of the date of ratification of the sales. All sales are expressly made subject to the ratification of said Court and in the event, if for any reason whatsoever, any sale is not finally ratified, the purchaser shall receive a refund of his deposit and all rights of either party to the transaction shall thereupon be extinguished. Time is of the essence of each sale.

JAMES K. CULLEN,
WEBSTER C. TALL,
Receivers.

A. J. BILLIG & CO., Aucts.

jy19,26,au2,9,12

William A. Harding

vs.

Francis J. McLane trading as

The Walnut Grove

IN THE

Circuit Court No. 2

—OF—

BALTIMORE CITY

REPORT OF SALE

To The Honorable Judge of the

Circuit Court No. 2 of Baltimore City:

The Report of Sale of James K. Cullen and Webster C. Tall, Receivers---
and by Order of Court herein authorized and directed
~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of the fee simple and the leasehold properties mentioned in the petition for sale, and

in the proceedings in said cause mentioned, respectfully shows, that ~~after giving~~ having given bond with security for the faithful discharge of their trust as prescribed by said decree, and Order which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Daily Record, in the Sunday Sun and in the Baltimore American, and Evening Capital of Anne Arundel County, a copy of the advertisement of such sale appearing in The Daily Record is annexed --------- and weekly in Anne Arundel Co. respectively daily newspapers published in Baltimore City for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Receivers did pursuant to said notice on Tuesday the 12th day of August 19 47 starting at 2 o'clock P M, attend on each of the premises and then and there sold the aforementioned properties at such public auction sale as follows:

1. 242 Laurens Street subject to a ground rent of $115.00 unto Bernard Klein, Agent for William Thomas, at and for the sum of $6010.00;
2. 1030 N. Mount Street subject to a ground rent of $65.00 unto Benjamin Kolker at and for the sum of $2225.00;
3. Lots Nos. 5 and 6 in Block "E" of the plat of Marley Park Beach, Marley Creek, Anne Arundel County, Maryland, in fee simple, unto Herbert Kaufman at and for the sum of $3150.00,

Total Sales----$11,385.00

all of which was sold pursuant to the announcements made at the time of sale and sold subject to the conditions and terms appearing in the annexed Daily Record advertisement; that each of said properties was sold for the highest figure procurable at said public auction sale and each of the above named purchasers were at said sale, respectively, the highest bidders for each of said mentioned properties.

All of which is respectively submitted:

NATHAN PATZ- Solicitors for Receivers

James K. Cullen
Webster C. Tall
Receivers

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this day of August 19 47 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared James K. Cullen and Webster C. Tall, Receivers ---------- ~~Trustee~~ and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(SEAL)

Eugenia A. Riefner
Eugenia A. Riefner - Notary Public

Filed 25 June, 1951

8

THE DAILY RECORD
(Certificate of Publication)

Filed 25th June, 1951.

Frank, Skeen & Oppenheimer, Solicitors,
First National Bank Building,
Nathan Patz, Solicitor.
O'Sullivan Building.

IN THE CIRCUIT COURT NO. 2 OF BALTIMORE CITY—July Term, 1947—(50A—492—1947)—William A. Harting vs. Francis J. McLane, trading as The Walnut Grove.

Ordered, that the public sale of the property mentioned in these proceedings, made to BERNARD KLEIN, agent for WILLIAM THOMAS, BENJAMIN KOLKER and HERBERT KAUFMAN, and reported by JAMES K. CULLEN and WEBSTER C. TALL, receivers, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of October, 1947; provided, a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks, before the 20th day of September, 1947.

The report states the amount of public sale to be $11,385.

True Copy—Test: JOHN S. CLARKE, Clerk.

s6.13.20 JOHN S. CLARKE, Clerk.

Baltimore, Md., September 20th-, 1947

We hereby certify that the annexed advertisement of Order Nisi Circuit Court #2 of Baltimore City,

Case Of

William A.Harting

vs. Francis J.McLane

was published in THE DAILY RECORD, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 29th day of September, 1947

First insertion September 6th, 1947

THE DAILY RECORD

Per B.Francis

BOOK 70 PAGE 428

Order Nisi and Final Order

Frank, Skeen and Oppenheimer 56-A 492 - 1947

Nathan Patz solrs.

WILLIAM A. HARTING

vs.

FRANCIS J. McLANE trading as

The Walnut Grove

IN THE

Circuit Court No. 2

—OF—

BALTIMORE CITY

July TERM, 19 47

Filed 25 June, 1947

ORDERED, That the Public sale of the property mentioned in these proceedings, made to Bernard Klein Agent for William Thomas, Benjamin Kolker and Herbert Kaufman and reported by James K. Cullen and Webster C. Tall, receivers

~~Trustee~~ be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of October, 19 47 ; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 29th day of September, 19 47.

The report states the amount of ' Public sale to be $ 11,385.00

JOHN S. CLARKE

Clerk.

vs.

IN THE

Circuit Court No. 2

—OF—

BALTIMORE CITY

TERM, 19

Filed 25 June, 1947

ORDERED by the Circuit Court No. 2 of Baltimore City, this 11th day of October, 19 47 , That the two sales made and reported by the Trustee aforesaid to Bernard Klein, Agent and Herbert Kaufman, purchasers be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the ~~Trustee~~ Receivers is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

EDWIN T. DICKERSON

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 Bill of Complaint for Injunction, with Exhibit attached & Order of Court thereon, filed May 9, 1947; Order Appointing Receiver, signed May 19, 1947; Receiver's Bond, filed May 19, 1947; Petition to Sell Property, & Order of Court thereon, signed July 21, 1947; Report of Sale, filed September 5, 1947; Ratified Nisi Order, filed September 5, 1947; Certificate of Publication, filed October 7, 1947; Final Order Signed October 11, 1947 now on file in this office in the cause therein entitled

WILLIAM A. HARTING VS. FRANCIS J. McLANE, t/a THE WALNUT GROVE

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 19 day of June A. D. 19 51

John S. Clarke

CLERK.

MARY ANN BENSON and ROBERT C. BENSON, her husband,	:	IN THE CIRCUIT COURT
	:	FOR
Vs.	:	ANNE ARUNDEL COUNTY
	:	In Equity
JAMES E. HOPKINS, et al.	:	No. 9311
	:	

Filed 29, June 1951

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees in the above entitled cause, respectfully represents:

(1) That on the 16th day of February, 1948, your petitioners were by decree passed in these proceedings appointed Trustees to sell the real estate mentioned in the bill of complaint, which consisted of a farm situate and lying in the Fifth Election District of Anne Arundel County, containing one hundred and thirty acres of land, more or less.

(2) That your petitioners thereupon placed sale signs on said property and prepared advertisements of sale of said property, and caused same to be inserted several times in newspapers in Anne Arundel County, Baltimore City and the City of Washington; that as a result of said advertisements, your petitioners on a number of occasions conferred with prospective purchasers and at times showed said property to such prospective purchasers; that, the offers from such prospective purchasers proving inadequate, your petitioners later readvertised said property for sale as aforesaid, and again conferred with prospective purchasers, but at that time received no adequate offer for said property.

(3) That said farm lay in the path of the proposed expressway leading from Baltimore City to the City of Washington;

that therefore the State Roads Commission of Maryland conducted protracted negotiations with your petitioners with a view to purchasing a strip of land running diagonally through said farm, three hundred feet in width and with fifty foot protective easements on either side thereof, and with other permanent and temporary easements desired in connection therewith, and your petitioners inspected said property with representatives of said Commission; that your petitioners and said State Roads Commission having failed to agree upon a price for said strip of land and easements desired by it, said Commission filed on the Law side of this Honorable Court a condemnation petition against your petitioners and the Hopkins heirs, and paid into Court the sum of Four Thousand Dollars ($4,000.00) as the amount deemed by it to be the fair value of such land and easements desired by said Commission, as provided by Section 4-B of Article 89-B of the Annotated Code of Maryland.

(4) That thereupon your petitioners filed in these proceedings a petition and obtained an order of Court authorizing them to defend said condemnation case; that on December 30, 1948, your petitioners filed a demurrer to said condemnation petition, whereupon said State Roads Commission obtained leave to amend its said condemnation petition and filed an amended condemnation petition on January 8, 1949; that subsequently your petitioners filed a demurrer to said amended petition, and on May 21, 1949, your petitioners appeared at a hearing on said demurrers, and argued said matter at length, later filing briefs at the request of the Court; that later, the Court having overruled said demurrers, your petitioners filed answers to said condemnation petition and prepared and served interrogatories upon the Plaintiff, and the Plaintiff having answered said interrogatories and your petitioners deeming said answers insufficient, your petitioners excepted to the Plaintiffs' answers to said interrogatories.

(5) That it having become necessary to pay taxes on said property and certain expenses in these proceedings, your petitioners prepared and filed a petition for withdrawal of said sum of Four Thousand Dollars ($4,000.00) paid into Court in said condemnation case by the State Roads Commission, upon which an order of Court was obtained granting the prayer of said petition.

(6) That during all the time above mentioned more or less continuous negotiations were carried on with representatives of the State Roads Commission looking to a substantial increase in the offer made by said Commission for the land and easements desired by it; that after many conferences and telephone calls your petitioners succeeded in having said Commission increase its offer to Seven Thousand Dollars ($7,000.00), which offer was finally accepted by your petitioners with the approval of the Hopkins heirs.

(7) That your petitioners negotiated with the Rea Construction Company for the sale to it of a large quantity of fill dirt which it desired to take from the Hopkins property, said negotiations entailing trips to the property and office conferences, but due to inadequacy of price offered no such transaction was entered into.

(8) That after the above mentioned sale to the State Roads Commission was agreed upon, your petitioners redoubled their efforts to sell the balance of said property, and in all talked or negotiated with at least fifteen prospects; that your petitioners finally negotiated with C. Braddock Jones, who made an offer of Twenty-nine Thousand Dollars ($29,000.00) for the balance of said property, which your petitioners agreed to accept, and thereupon your petitioners prepared and had executed a contract of sale to the said C. Braddock Jones.

(9) That on February 6th, 1951, your petitioners filed in this Court a report of said sales made to the State Roads Commission of Maryland and the said C. Braddock Jones, had an

order nisi passed and published thereon and later obtained an order finally ratifying and confirming said sales, whereupon settlement was made with said purchasers.

(10) That in connection with said sale to C. Braddock Jones your petitioners found that C. J. Langenfelder & Son, Inc. and John H. Ensey were using a part of said property in connection with road building operations, without having received any authority to do so from your petitioners, whereupon your petitioners filed a petition in these proceedings to have the Court require said parties to vacate said premises and obtained a show cause order which was served on said parties, but the matter of said petition was dropped when said parties removed from said property.

(11) That your petitioners desire to call to the attention of this Honorable Court that the two above mentioned sales were made without the services of any real estate agent or broker, and that therefore no broker's commissions are payable on said sales; and that the services of your petitioners have extended since the decree herein of February 16, 1948, and in addition to the services above set forth, a great deal of correspondence and a great many telephone calls were entailed.

(12) That your petitioners believe and therefore aver that the usual commissions to which they are entitled under the rules of this Honorable Court will not fully compensate them because of the extraordinary difficulties and troubles experienced in this cause.

WHEREFORE your petitioners pray that this Honorable Court may pass an order allowing them such sum or sums, in addition to the regular commissions, as will fairly compensate them for their services in this cause, as provided by the rules of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Charles F. Rehmer Jr.

C. Ferdinand Sybert

C. Orman Manahan

Petitioners

STATE OF MARYLAND, BALTIMORE CITY, Sct.:

I HEREBY CERTIFY, that on this 28th day of June, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City aforesaid~~ Baltimore County, personally appeared Charles F. Rechner, Jr. and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true, to the best of his knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

James L. Clough

Notary Public

STATE OF MARYLAND, ~~HOWARD COUNTY~~ Anne Arundel County, Sct.:

I HEREBY CERTIFY, that on this 28th day of June, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Ferdinand Sybert and C. Orman Manahan and they made oath in due form of law that the matters and facts set forth in the aforegoing petition are true, to the best of their knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Laura R. Jacklosky

Notary Public

Filed 30th June 1951

ORDER OF COURT

ORDERED this 30th day of June, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, that Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees, be, and they are hereby, allowed the sum of One Thousand Dollars as an additional allowance over and above the regular commissions set forth in the rules of this Court, as an increased allowance because of the extraordinary services rendered in this cause.

Benjamin Richardson
Judge

MARY ANN BENSON, ET AL	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES E. HOPKINS, ET AL	:	ANNE ARUNDEL COUNTY
	:	In Equity No.9311
	:	

. . . . . .

PETITION

The Petition of Charles F. Rechner, Jr. respectfully represents unto Your Honor, that:

1. That he is a resident of Anne Arundel County and admitted to practice before this Honorable Court.

2. That he was employed by the Complainants in this cause to institute these proceedings for a sale for the purpose of partition of the one hundred and thirty acre farm, the subject of these proceedings.

3. That he examined the title to said property, assembled the nine Deeds and Wills filed as Exhibits in the cause, prepared the ten page Bill of Complaint and a lengthy Order of Publication filed herein; that he took lengthy testimony before one of the Examiners of this Court as to the pedigree of the family, the value of the property and on the other allegations of the Bill of Complaint; that he prepared the Decree passed by the Court in this cause by which your Petitioner together with C. Ferdinand Sybert and C. Orman Manahan were appointed Trustees to sell the property involved herein.

Filed 30th June 1951

4. That your Petitioner together with his Co-Trustees are filing another Petition herein for services rendered by them subsequent to the passage of the decree in this cause which resulted in sales of the property involved herein for the sum of Thirty-six Thousand Dollars ($36,000.00), but your Petitioner is advised and believes that he is entitled to be paid a reasonable fee out of the proceeds of sale in the hands of the said Trustees for the service he rendered in investigating the title to the property, the interests of the various parties, the preparation of the Bill of Complaint, Order of Publication, and Decree and in taking testimony, which services were for the benefit of all

the parties concerned.

To The End Therefore:

(a) That the Court pass an order authorizing the Trustees in this cause to pay and the Auditor in stating the account to allow out of the proceeds of sale such a sum of money to your Petitioner that may be commensurate with the services hereinabove described.

(b) That your Petitioner be granted such other and further relief as he may require. Charles F. Rechner Jr.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 28th day of June in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared CHARLES F. RECHNER, JR., the above named Petitioner and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

JAMES L. EBAUGH NOTARY PUBLIC BALTIMORE COUNTY

James L. Ebaugh
Notary Public

I, the undersigned member of the Bar of Anne Arundel County hereby certify that I have read the above Petition in this cause and I believe that a fee of Two Hundred (200.00) Dollars would be reasonable and proper for the services rendered.

Winsor Scott Jr.

I, the undersigned member of the Bar of Anne Arundel County hereby certify that I have read the above Petition in this cause and I believe that

a fee of Two Hundred dollars would be reasonable and proper for the services rendered.

John H. Hopkins Jr.

I, the undersigned member of the Bar of Anne Arundel County hereby certify that I have read the above Petition in this cause and I believe that fee of three hundred dollars would be reasonable and proper for the services rendered.

John G. Rowe Jr.

Filed 30, June 1937

Upon the aforegoing Petition, Affidavit and Certificate of Counsel it is this 30th day of June ,1951 by the Circuit Court for Anne Arundel County ordered that Charles F. Rechner,Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees in the within cause pay and the Auditor in stating the account allow unto Charles F. Rechner, Jr., the sum of Two Hundred dollars ad a fee for legal services performed as Solicitor for Complainants in this cause out of the proceeds of sale in the hands of said Trustees, subject to the usual exceptions.

Benjamin Michaelson
Judge

MARY ANN BENSON and ROBERT C. BENSON, her husband,	:	IN THE CIRCUIT COURT
	:	FOR
Vs.	:	HOWARD COUNTY
JAMES E. HOPKINS, et al.	:	In Equity
	:	No. 9311

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees in the above entitled cause, respectfully represents:

(1) That heretofore the Plaintiffs, Mary Ann Benson and Robert C. Benson, filed in these proceedings a petition reciting that the above named Trustees have paid out of the proceeds of the sales herein the sum of $719.78 to the County Treasurer of Anne Arundel County, representing taxes on the property involved in these proceedings for the years 1948, 1949, 1950 and a pro rata share of the 1951 taxes up to the date of settlement with the purchasers of said property, and reciting that because of a prior agreement between James E. Hopkins and the other owners of the property involved in these proceedings, whereby the said James E. Hopkins was to have the right to occupy said property and was to pay all taxes thereon, therefore the above mentioned taxes should be payable out of the share of the proceeds of sale of the said James E. Hopkins in said property.

Filed Sept 1, 1951

(2) That this Honorable Court signed an order on said petition providing that the said Trustees were thereby ordered to deduct said sum of $719.78 "from the share of the proceeds of sale of James E. Hopkins and Kathryn Elizabeth Hopkins in this cause and distribute the same among the other parties of said cause according to their respective interests".

(3) That George C. Hopkins, a brother of the said James E. Hopkins, departed this life on or about the fourth day of April, 1941, seized and possessed of an undivided one-eighth interest in said property, and did, by his Last Will and Testament duly admitted to probate by the Orphans' Court of Prince George's County devise and bequeath all of his property, including his interest in said property, unto his widow, Eva M. Hopkins.

(4) That in February, 1946, Charles R. Hopkins, another brother of the said James E. Hopkins, departed this life intestate and a widower, seized and possessed of an undivided one-fourth interest in said property, and leaving seven heirs at law, including George C. Hopkins, Jr., a son of the above mentioned George C. Hopkins, deceased; that by deed dated July 2, 1947, and recorded among the Land Records of Anne Arundel County on August 8, 1947, the said Eva M. Hopkins, widow of the said George C. Hopkins, deceased, granted and conveyed unto the said James E. Hopkins all of the undivided one-eighth interest in said property which had been devised unto her by the Will of the said George C. Hopkins, and by the same deed her son, the said George C. Hopkins, Jr., did grant and convey unto the said James E. Hopkins all of that undivided one-seventh interest which he had inherited as an heir at law in the undivided one-fourth interest of the said Charles R. Hopkins, deceased.

(5) That if said order of this Honorable Court passed on said petition of the said Mary Ann Benson and Robert C. Benson were followed literally, said tax money of $719.78 would be deducted not only from the original one-eighth share of the said James E. Hopkins in said property, but also from the share of the said George C. Hopkins, deceased, therein, as well as from the share which George C. Hopkins, Jr., inherited in the share of the said Charles R. Hopkins, deceased (both of said interests having recently been purchased by the said James E. Hopkins as

aforesaid, as well as from the share which said James E. Hopkins inherited in the share of said Charles R. Hopkins in his own right, which situation was not contemplated by the above mentioned agreement between the said James E. Hopkins and the other owners of said property and which manner of allowance would prevent the said James E. Hopkins from receiving a dividend from said tax refund on account of said shares of the said George C. Hopkins and George C. Hopkins, Jr., as well as said share which James E. Hopkins inherited in the share of Charles R. Hopkins.

WHEREFORE these petitioners pray that this Honorable Court may amend said order of the 14th day of April, 1951, on said petition of Mary Ann Benson and Robert C. Benson, to provide that said tax money of $719.78 be deducted from the original one-eighth share of the said James E. Hopkins in the proceeds of sale of the property mentioned in these proceedings, and distributed among the present owners of the other shares in said property pro rata.

AND AS IN DUTY BOUND, ETC.

Charles F. Rechner, Jr.
C. Ferdinand Sybert
C. Orman Manahan
Trustees - Petitioners

ORDER

ORDERED this 1st day of ~~August~~ September, 1951, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing petition, that the order passed by this Court on the 14th day of April, 1951, upon the petition of Mary Ann Benson and Robert C. Benson, be, and the same is hereby, amended to read as follows:

ORDERED that Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees in the within cause, be, and they are hereby, ORDERED to deduct the sum of $719.78 from the original one-eighth share of the proceeds of sale of James E.

Filed Sept. 1, 1951.

Hopkins in this cause, and the auditor in stating the account should distribute the same among the present owners of the other shares in said property pro rata.

Benjamin Richardson
Judge

In the Case of

Mary Ann Benson
and husband
vs.
James E. Hopkins
and Wife, et al

In the
Circuit Court
For
Anne Arundel County
No. 9311 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed Nov. 1, 1951.

October 15, 1951

All of which is respectfully submitted.

Laura K. Nicklaus
Auditor.

Dr. Mary Ann Benson and husband vs. James E. Hopkins and Wife, et al in ac.

To Trustees for Commissions, viz:	1,000	00		
To Trustees for Fee (Order of 6/30/51	1,000	00	2,000	00
To Trustees for Court costs, viz:				
Plaintiffs' Solicitors' appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	88	00		
Clerk of Court - additional costs	20	25		
Jos.W. Alton - Sheriff's costs	2	85		
Jos. C. Degan - Sheriff's costs	8	90		
Gilbert H. Miller - Sheriff's costs		95		
C. A. Dietz - Sheriff's costs		95		
John S. Strahorn - examiner's fees	12	00		
Court Stenographer - taking and transcribing testimony	21	00		
Auditor - stating this account and copy	108	00	282	90
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of publication	76	00		
Capital-Gazette Press - advertising sale	5	75		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
A. S. Abell Co. - advertising sale	50	40		
Washington Star - advertising sale	14	00		
Evening Star Newspaper Co. -advertising sale	14	00		
Lawrence Fallon Co. - "For Sale" signs	10	20		
Eagle Indemnity Co. - bond premiums for 1948, 1949, 1950 and 1951	560	00		
Harry A. Riepe - appraisal (re: State Roads Commission taking)	100	00		
J. Brooks Mellor - appraisal and testimony	107	00		
Charles F. Lee - appraisal and testimony	86	65		
Clerk of Court - seven certified copies	18	00		
Register of Wills - certified copy of Will	3	50		
Register of Wills - certified copy of Guardianship Letters		50		
Clerk of Court - reading and certifying petition of 10/21/50	1	00		
One-half Federal revenue stamps	15	95		
One-half State revenue stamps	15	95		
Charles F. Reckner, Jr. - fee for legal services (Order of 6/30/51)	200	00		
Marianne S. Hodges - notary fees	1	00	1,293	90
To Trustees for Taxes, viz:				
1948 State and County taxes	183	60		
1949 State and County taxes	243	16		
1950 State and County taxes	237	10		
1951 State and County taxes	216	47	880	33
Balance for distribution - $31,703.42				
Distributed to the children and descendants of Elizabeth A. Hopkins, life tenant, who died August 31, 1921, as follows:				
(1) To Cordelah H. Anthony, daughter - one-eighth	3,962	93		
(2) To Mary Ann Benson, daughter - one-eighth	3,962	93		

LIBER 70 PAGE 446

(3) To James E. Hopkins, grantee of the one-eighth interest owned by Eva M. Hopkins, Widow of George C. Hopkins, deceased son - one-eighth		3,962	93
(4) To James E. Hopkins, son - one-eighth	$3,962.93		
LESS			
Amount due Mary Ann Benson as proceeds of sale of timber (Decree - 2/16/48)	80.75		
	3,882.18		
LESS			
Amount due for taxes advanced by Trustees (Order of 4/23/51)	719.78		
		3,162	40
(5) To heirs at law of Josephine E. Clark, daughter, who died November, 1936 - one-eighth	$3,962.93		
LESS			
Direct inheritance tax, interest and penalty	34.49		
Balance for distribution	$3,928.44		
Distributed as follows:			
(a) Robert E. Clark, Jr., widower - 1/24		1,309	48
(b) Roberta Hopkins Clark, daughter - 1/12		2,618	96
(6) To Joseph H. Hopkins, son - one-eighth		3,962	93
(7) To heirs at law of Charles R. Hopkins, son, who died in February, 1946 - one-fourth	$7,925.84		
LESS			
7½% collateral inheritance tax and interest	432.00		
Balance for distribution	$7,493.84		
Distributed as follows:			
(a) Joseph H. Hopkins, brother - one-twenty-eighth		1,070	55
(b) James E. Hopkins, brother - one-twenty-eighth		1,070	55
(c) Mary Ann Benson, sister - one-twenty-eighth		1,070	55
(d) Cordelah H. Anthony, sister - one-twenty-eighth		1,070	55
(e) Sarah E. Crisp, sister - one-twenty-eighth		1,070	55

(f) James E. Hopkins, grantee of the interest owned by George C. Hopkins, Jr. - one-twenty-eighth	1,070	55		
(g) Roberta Hopkins Clark, niece- one-twenty-eighth	1,070	54		
To Raymond L. Pickett, Register of Wills for Howard County - direct inheritance tax, interest and penalty due by estate of Josephine E. Clark	34	49		
To Raymond L. Pickett, Register of Wills for Howard County - collateral inheritance tax and interest due by estate of Charles R. Hopkins	432	00		
To Mary Ann Benson - amount decreed to be paid by James E. Hopkins as her share of proceeds sale of timber	80	75		
To Trustees for distribution of tax refund from James E. Hopkins, as per Order of 9/1/51, viz:				
Cordelah H. Anthony - 9/49	132	20		
Mary Ann Benson - 9/49	132	20		
Joseph H. Hopkins - 9/49	132	20		
Robert E. Clark, Jr. - 1/21	34	28		
Roberta H. Clark - 20/147	97	94		
James E. Hopkins - 11/49	161	58		
Sarah E. Crisp - 2/49	29	38		
			31,703	42
			36,160	55

with Charles F. Rechner, Jr., C. Orman Manahan and C. Ferdinand Sybert, Trustees

Cr.

1950 Oct.	24	Amount received from the State Roads Commission of Maryland (Order of 10/24/50)	7,000 00	
1951 Jan.	3	Proceeds of Sale to C. Braddock Jones	29,000 00	36,000 00
		Refund of 1951 State and County taxes ($216.47) - 8 months 27 days	160 55	160 55
				36,160 55

ORDER NISI

LIBER 70 PAGE 449

Mary Ann Benson
and husband
VERSUS
James E. Hopkins
and Wife,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9311 Equity.

Filed Nov. 1, 1951

ORDERED, This 1 day of November, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3 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 3 day of December next.

John H. Hopkins, 3rd, Clerk.

OFFICE OF
Evening Capital
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1951

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 9311
Mary Ann Benson

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 ..... day of ....., 19.... The first insertion being made the 2nd day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie Falls

6

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,311 Equity
MARY ANN BENSON and HUSBAND
Vs.
JAMES E. HOPKINS, and WIFE, et al.
Ordered, this 1st day of November, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATFIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd 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 3rd day of December next.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
n-16

Filed Dec. 7, 1951

No. E. C. 1424

Filed Dec 8, 1951

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of December, 1951, 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.

Benjamin Michaelson
Judge.

LIBER 70 PAGE 451

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LIBER 70 PAGE 451

Helene M. Minor ~~City~~ of Washington District of Columbia	:	
Complainant	:	In the
	:	Circuit Court
vs.	:	for
	:	Anne Arundel County
Marjorie J. Wilson Short Hills, Millburn, Essex County, State of New Jersey a non compos mentis	:	No. 9726 In Equity
and	:	
Helena M. Meyer Committee of the said Marjorie J. Wilson Essex County, State of New Jersey	:	
Respondents	:	

Filed July 1st. 1949.

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

The Bill of Complaint of Helene M. Minor respectfully represents unto your Honor.

1. That Mary M. Wilson, now deceased, was in her lifetime seized of a lot of ground in the First Election District of Anne Arundel County known as Lot No. 97 on Section E on the Plat of New South River Park and part of an adjoining road, the same having been conveyed to her by John J. Feign and Ellen M. Feign, his wife, by deed dated October 25, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 149, folio 165, etc., which said deed is filed herewith and marked Complainant's Exhibit A and prayed to be taken as a part hereof.

2. The said Mary M. Wilson was the wife of William M. Wilson and their place of residence at the time of her death was Short Hills, Millburn, County of Essex, State of New Jersey.

3. That on September 18, 1946, both the said Mary M. Wilson and William M. Wilson, her said husband, died while returning from Europe as a result of the "Sabina" airliner disaster at Gander, Newfoundland, both perished therein but which predeceased the other is beyond human knowledge.

4. Both the said Mary M. Wilson and William M. Wilson, her husband, left wills identical in form, copies of both of which have been heretofore filed in the Orphans' Court of Anne Arundel County and certified copies whereof are filed herewith marked Complainant's Exhibit B and C and prayed to be taken as a part hereof.

5. The said William M. Wilson and Mary M. Wilson left surviving one child only, their sole heir at law, being the said Marjorie J. Wilson who is a mon compos mentis, having been so found and decreed so in the Chancery Court of the State of New Jersey, and Helena M. Meyer has been appointed committee of her person and estate in that jurisdiction. Certified copy of the decree declaring the said Marjorie J. Wilson a non compos mentis and appointing Helena M. Meyer committee for her person and estate are filed herewith and marked Complainant's Exhibit D and E and respectively prayed to be taken as a part hereof.

6. By the terms of the aforesaid wills of both said William M. Wilson and said Mary M. Wilson, the property of each deceased was left in the first place to the surviving spouse and if none such then 3/4 of the whole estate to Marjorie J. Wilson and 1/4 of the estate to Helene M. Minor, the complainant, to be held in trust for Isabell F. Wilson during the lifetime of the latter and upon her death to become the exclusive property of the said Helene M. Minor. It has happened that the said Isabell F. Wilson is since deceased and the entire interest therefore is vested in the said Helene M. Minor.

7. Your Complainant alleges that in the event that the said Mary M. Wilson had survived her husband that the aforesaid property would have passed to the said Marjorie J. Wilson and a 3/4 interest and the said Helene M. Minor a 1/4 interest; and that if the said William M. Wilson had survived the said Mary M. Wilson under the terms of her will he would have taken the entire estate and then upon his death the said property would have devolved upon the said Marjorie J. Wilson as to a 3/4 interest and unto the said Helene M. Minor of a 1/4 interest; so that now in any event the said Marjorie J. Wilson is seized of an undivided 3/4 interest therein and the said Helen M. Minor

is seized of an undivided 1/4 interest therein, as tenants in common.

8. This complainant desires to hold her said share in severalty and not jointly and as tenants in common with the said Marjorie J. Wilson and your complainant therefore avers that the said property cannot be divided without material loss and injury between those entitled thereto, and that it would be advantageous to both her and to the incompetent, the defendant in this cause, to have the property sold and the proceeds divided among those entitled thereto and that it would be especially so to the defendant, a non compos mentis.

9. The defendant, Marjorie J. Wilson is a non compos mentis and because no committee exists in the State of Maryland on her behalf, it will be necessary to have a guardian ad litem appointed to appear for her in this jurisdiction and answer this bill of complaint, and also said guardian should be represented by an attorney under the provisions of the code of Public Laws of the State of Maryland, Article 16, Section 135, 138 and 139.

WHEREFORE, your Complainant prays the Court:

1. That the property mentioned in these proceedings be sold and that a trustee be appointed by this Honorable Court to make said sale.

2. That this Court appoint a guardian ad litem for the defendant, Marjorie J. Wilson, a non compos mentis, and an attorney to represent the said guardian ad litem in these proceedings.

3. That the proceeds of said sale be disposed of among those entitled thereto as is right and proper in the premises.

4. That your petitioner may have such other and further relief as her case may require.

May it please your Honor to grant unto your Orator an order of publication directed to the said Marjorie J. Wilson of Short Hills, Millburn, County of Essex, State of New Jersey, and to Helena M. Meyer, Committee of the said Marjorie J. Wilson, Essex County, State of New Jersey advising her of the substance of this Bill of Complaint and warning her or her committee on her behalf to be and appear in this Honorable Court on some certain day to be named therein and

answer the premises and abide by such decree as may be passed therein.

And as in duty bound, etc.

William R. Semans

William R. Semans
Attorney for Complainant

DEED IN FEE.

LIBER 70 PAGE 455

This Deed,

Made this 25th *day of* October *in the year one thousand nine hundred and* thirty-six, *by and between* John J. Fegan and wife, Ellen Marguerite Fegan, [redacted] *parties of the first part, and* Mary M. Wilson, [redacted] *party of the second part:*

Witnesseth, *That in consideration of* Ten *Dollars, the parties of the first part do* and convey *hereby grant unto the party of the second part, in fee simple, all* that *piece or parcel of land, together with the improvements, rights, privileges, and appurtenances to the same belonging, situate in the* First Election District of Anne Arundel County, State of Maryland and described as follows, to-wit;- Beginning for the same on the shore line of Barn Creek, as laid down on the plat of New South River Park, Section E, made by J. Revell Carr, County Surveyor, in May 1929, and in the Division line between the property hereby conveyed and the property known as "Pine Whiff", as designated on said plat, and running with the said divisional line between the lot hereby conveyed and the said property called "Pine Whiff", South 47 degrees 59 minutes West 185 feet, more or less, to Lot No. 98 as designated on said plat, thence South 38 degrees 9 minutes East 50 feet, more or less, to the end of the divisional line between lots Nos. 96 and 97, as laid down on said plat, if said divisional line be projected across River Road, as laid down on said plat, thence running North 47 degrees, 59 minutes East 182 feet 6 inches, more or less, with the divisional line between lots Nos. 96 and 97 on said plat, to the shore line of Barn Creek, thence binding on and with said shore line to the point of beginning, 51 feet, more or less. Being LOT numbered NINETY-SEVEN (97) of Section E, New South River Park, and including therein the portion of River Road which lies between said lot No; 97 and lot No. 98 as laid down on said plat. Being a part of the same property conveyed to John J. Fegan and wife, Ellen Marguerite Fegan, by deed from George E. Wyne and wife, Minnette Wyne and dated June 4th, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 68 at folio 418 et seq in which said deed further reference to the chain of title may be found. [redacted]

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

Witness our *hands and seals the day and year hereinbefore written.*

In presence of—

Frank A. Gallen — Ellen Marguerite Fegan [SEAL]

Joseph O'Donnell — John J. Fegan [SEAL]

Complainant's Equity Exhibit No. 5

Equity No. 9726

Filed July 1, 1949

District of Columbia, to wit:

I, Dorothy M. Connor a Notary Public in and for the District aforesaid, bereby certify that John J. Fegan and wife, Ellen Marguerite Fegan

who are personally well known to me as the grantors in and the persons who executed the aforegoing and annexed deed, dated October 25, A. D. 1935, personally appeared before me in the said District and acknowledged the said deed to be their act and deed.

Given under my hand and seal this 25th day of October, 1935

Dorothy M. Connor
Notary Public.
D. C.

NOTARY PUBLIC DISTRICT OF COLUMBIA

Deed

John J. Fegan et ux

TO

Ellen Marguerite Fegan

TO

Mary M. Wilson

Received for Record on the 3rd day of Nov. A. D. 1936, at 10-30 o'clock A. M., and recorded in Liber No. 70 folio 456 one of the Land Records for Anne Arundel Co., Md. examined by

Recorder.

LOUIS C. DISMER
Real Estate, Loans and Insurance
WASHINGTON, D. C.

Paid $2.50

I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold,
Clerk.

LIBER 70 PAGE 457

Exhibit D

IN CHANCERY OF NEW JERSEY
Docket No. 147/584

In the Matter of :

MARJORIE J. WILSON, : On Petition, etc.

of the Township of Millburn, County of Essex, State of New Jersey, alleged to be a mental incompetent. : DECREE

Upon opening the matter to the Chancellor this day by Harrison F. Durand, solicitor for the petitioner, and it appearing that the Commission awarded in this matter has been duly executed and returned to this Court with an inquisition thereto attached, taken before William N. Becker, Esq., Louis Schneider, M.D. and William J. Weliky, Commissioners in said Commission named and bearing date the 30th day of December, nineteen hundred and forty-six, by which the Jurors who passed upon that inquiry have found that the said Marjorie J. Wilson of the Township of Millburn, County of Essex, was, at the time of taking that inquisition, a mental incompetent and does not enjoy lucid intervals, so that she is not fit to govern herself, her lands and tenements, goods and chattels, or manage her affairs, and that she has been in the same state of mental incompetency for the space of two years last past and upward, and that her incapacity is the result of unsoundness of mind; and that at the time of taking said inquisition she was seized of and entitled to the real and personal estate, as more particularly described in said inquisition,

Complainants Exhibit No. 1

Eq. suit No. 9726

Filed July 1, 1949

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It is, thereupon, on this 24th day of February, nineteen hundred and forty-seven, Ordered and Decreed by the Chancellor that the said proceedings be in all things confirmed and that the Clerk of this Court transmit to the Orphans' Court of the County of Essex a certified copy of all of the proceedings in this case agreeably to the statute in such case made and provided;

It is further Ordered that $75. be allowed to the Master Commissioner, $50. to each of the other Commissioners, $2. to each of the Jurors, $50. to Thayer A. Smith, M.D. and $500. hereby is allowed to the petitioner as a counsel fee, all of which shall be included in the costs to be taxed.

Respectfully advised,

J.O. Bigelow,

V.C.

A. DAYTON OLIPHANT

C

CHANCERY NO. 10

LIBER 70 PAGE 459

[redacted], I. GRANT SCOTT, *Clerk of the Court of* [redacted]*ery of the State of New Jersey, the same being* [redacted]*urt of Record, do hereby certify that the foregoing* [redacted]*s a true* copy of the DECREE, filed March 4,1947, In the Matter of MARJORIE J. WILSON, of the Township of Millburn, County of Essex, State of New Jersey, alleged to be a mental incompetent, now on the files of my office.

IN TESTIMONY WHEREOF, *I have hereto set my hand and affixed the seal of said Court, at Trenton, this* 29th *day of* September *A. D. nineteen hundred forty-* seven.

I. Grant Scott *Clerk.*

A. DAYTON OLIPHANT,

I, [redacted], *Chancellor of the State of New Jersey, do hereby certify that I. Grant Scott, whose name is subscribed to the above certificate, was, at the date thereof, and now is, the Clerk of the Court of Chancery of the State of New Jersey, that said attestation is in due form, that the seal thereto annexed is the seal of said Court, and that the signature of the said I. Grant Scott is in his own proper handwriting.*

WITNESS *my hand at the City of Trenton this* 29th *day of* September *A. D. nineteen hundred forty-* seven.

A. Dayton Oliphant *Chancellor.*

NOTE.—This certificate is made pursuant to an act of Congress (Rev. Stat. U. S. 1875, sec. 905, p. 170)

LIBER 70 PAGE 460

Exhibit E

ESSEX COUNTY ORPHANS' COURT

In the Matter of the Guardianship of	:	On Petition for Letters of Guardianship
MARJORIE J. WILSON,	:	ORDER APPOINTING GUARDIAN
a mental incompetent	:	

Equity No. 9726

Filed July 1, 1949

This matter being opened to the Court by Harrison F. Durand, proctor for petitioner, and it appearing that Marjorie J. Wilson of the County of Essex aforesaid has been duly adjudicated a mental incompetent by virtue of a writ de lunatico inquirendo issued out of the Court of Chancery of this State and that a certified copy of such proceedings has been duly filed in the office of the Surrogate of Essex County, aforesaid, and it appearing that said Marjorie J. Wilson is possessed of personal property of the estimated value of $43,993.98 which will come into the hands of the guardian and that the annual income from said personal property will be approximately $1300. and that said mental incompetent is also seized of an undivided three-fourths interest in certain real property known as 328 Hobart Avenue, Short Hills, Millburn Township, New Jersey, the estimated value of which property is $35,000. and Lot 97, Section E, New South River Park, First Election District of Anne Arundel County, State of Maryland, the estimated value of which lot is $500. and that the rents, issues and profits of said two parcels of real property are no dollars but that said parcels

Complainants Examination
Exhibit No. 2

4

of real property are subject to the powers of Helena M. Meyer as executrix of and trustee under the Last Wills and Testaments of William M. Wilson and Mary M. Wilson, deceased, both of which Wills were duly admitted to probate by the Surrogate of Essex County on September 30, 1946 and will not come into the hands of the guardian to be appointed herein and that said Marjorie J. Wilson is also possessed of an undivided three-fourths interest in the Estate of said William M. Wilson having an estimated value of $18,750. and an undivided three-fourths interest in the Estate of said Mary M. Wilson having an estimated value of $11,250. but that her interest in said estates is subject to the powers of said Helena M. Meyer as such executrix and trustee and will not come into the hands of the guardian to be appointed herein.

And it further appearing that Charles Earl Wilson, an uncle, William F. Meyer, an uncle and Marguerite Meyer Fegan, an aunt, who with petitioner, Helena M. Meyer, constitute all of the heirs at law of said Marjorie J. Wilson, have each renounced his or her right to be appointed as guardian of the property and of the person of said Marjorie J. Wilson and consented to the appointment of petitioner, Helena M. Meyer, as such guardian and that Isabella F.Wilson, grandmother, Gerhardt A. Meyer, grandfather and Margaret Elizabeth Meyer, grandmother, being the sole presumptive

next of kin of said Marjorie J. Wilson, have each renounced her or his right to be appointed as guardian of the property and of the person of said Marjorie J. Wilson and consented to the appointment of petitioner, Helena M. Meyer, as such guardian, and renunciations and consents of said heirs at law and next of kin having been filed;

It is thereupon, on this 18th day of March, 1947, ORDERED that Helena M. Meyer be and she hereby is constituted and appointed the guardian of the property and of the person of Marjorie J. Wilson, a mental incompetent as aforesaid, and that Letters of Guardianship be issued to her accordingly, (1) upon her entering into a bond to the Ordinary in the sum of $5,000.00 which bond shall be conditioned as prescribed by law and shall first be approved by this Court as to the form and sureties thereof; (2) upon her collecting the proceeds of the following described insurance policies:

Connecticut Mutual Life Insurance Company - proceeds of policies No. 55193 and 676082 on the life of William M. Wilson, deceased - - - - - - - -	$ 19,660.65
Travelers Insurance Company - proceeds of group insurance policy No. 07790X on the life of William M. Wilson - - - - - - - - - - - - - - - - - -	23,333.33
Travelers Insurance Company - proceeds of group insurance certificate on the life of Mary M. Wilson - - - - - - - - - - - - - - - - - - -	1,000.00

which proceeds said guardian is authorized to invest in legal securities and the securities so purchased to be deposited with National Newark & Essex Banking Company, all of said securities to be held by said Company and withdrawn from its

custody only upon the entry of a special order of this Court, provided that all of the income from the securities so deposited pursuant to this order shall be credited by said Company to the account of said guardian without Court order.

It is further ORDERED that the proceeds of said insurance policies (except the sum of $1500.) be deposited in said National Newark & Essex Banking Company by said guardian, pending the investment of such proceeds in legal securities as herein directed and that said National Newark & Essex Banking Company is authorized to pay, without further Court order, the purchase price of such securities and to accept deposit thereof.

It is further ORDERED that upon receipt of such insurance proceeds said National Newark & Essex Banking Company file with the Surrogate of Essex County a certificate of deposit and after the investment of such proceeds a further certificate of deposit setting forth the amount and nature of the securities deposited.

Joseph E. Conlon

Judge.

LIBER 70 PAGE 464

STATE OF NEW JERSEY

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate of the County of Essex and Clerk of the Orphans' Court of said County, do hereby certify the foregoing to be a true copy of the ORDER APPOINTING GUARDIAN in the Matter of the Guardianship of MARJORIE J. WILSON, a mental incompetent, as the same appears on file and of record in this office, - - - - - -

WITNESS MY HAND AND SEAL OF OFFICE, this twenty-fourth day of September, in the year of our Lord, one thousand nine hundred and forty-seven

George H. Becker

Surrogate and Clerk

LIBER 70 PAGE 465

STATE OF NEW JERSEY

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate of the County of Essex, and Clerk of the Orphans' Court of the said County of Essex, in said State, do hereby certify that DALLAS FLANNAGAN whose name is subscribed to the preceding certificate, is Judge of the Orphans' Court of the said County of Essex, duly commissioned and qualified, and that his signature to said certificate is genuine. To all whose acts as such full faith and credit are due and given, as well in courts of judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 24th day of Sept., in the year of our Lord, one thousand nine hundred and forty-seven

George H. Becker

Surrogate and Clerk
of the Orphans' Court

LIBER 70 PAGE 466

STATE OF NEW JERSEY

Essex County Orphans' Court

I, DALLAS FLANNAGAN, Judge of the Orphans' Court of the said County of Essex, in said State, do hereby certify that GEORGE H. BECKER, whose name, in his own proper handwriting, is subscribed to the foregoing certificate, is, and was, at the time the same bears date, Surrogate of said County and Clerk of the Orphans' Court thereof, and that full faith and credit are due to his official acts. And further, that the seal attached to said certificate is his official seal and the seal of the said Surrogate's Court, and that the said certificate is in due form and made by the proper officer, and would be received in evidence in the Courts of this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of September, in the year of our Lord, one thousand nine hundred and forty-seven

Dallas Flannagan

Judge of the Orphans' Court

3

ESSEX COUNTY SURROGATE'S COURT

In the matter of the Probate of the alleged will of
Mary M. Wilson
, deceased.

On Petition for Probate

PETITION

Exhibit B

Equity No. 9726

To the Surrogate of the County of Essex:

The petition of Helena M. Meyer

who resides at No. 3117 Tennyson St., N. W. Washington, D.C.

respectfully shows that:

1. Mary M. Wilson , late of the Town of Short Hills, Millburn , in the County of Essex and State of New Jersey, departed this life more than ten days ago, to wit on the 18 day of September 1946, having first duly made and executed a paper writing purporting to be her last will and testament, bearing date the 8th day of February 1937 wherein your petitioner was named as executrix thereof.

Filed Nov 1, 1946

2. The next of kin and heirs at law of the said testatrix, with their respective residences or post office addresses and the manner and degree in which they severally stand related to the said testatrix, so far as the same are known to your petitioner are as follows:

NAMES:	RESIDENCES:	RELATIONSHIP:
Husband - Deceased		
Marjorie J. Wilson	Dingmans Ferry, Pa.	Daughter

No other sons or daughters or issue thereof surviving

Complainants Exhibit No. 3

LIBER 70 PAGE 468

All of the foregoing are of full age with the exception of:

NAMES:	AGES:
Marjorie	20

Your petitioner therefore pray that the said paper writing be admitted to probate as the last will and testament of the said testatrix and that letters testamentary thereon be granted to your petitioner.

Dated: Newark, N. J.,
Sept. 27 194 6

Helena M. Meyer

STATE OF NEW JERSEY,
COUNTY OF ESSEX. } ss:

Helena M. Meyer, of full age, being duly sworn according to law, upon her oath, deposes and says that she is the petitioner in the foregoing petition named and that the matters and things therein contained are true to the best of her knowledge and belief.

Subscribed and sworn to this 27 day of Sept. A. D., 1946, at Newark, N. J. before me

Helena M. Meyer

Raymond A. Lord
Notary Public of New Jersey

In the matter of the estate of

MARY M. WILSON

deceased

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I,

Helena M. Meyer

residing at 3117 Tennyson St., N.W. Washington, D.C.

pursuant to the provisions of Revised Statutes 3:13-12 do hereby make, constitute and appoint GEORGE H. BECKER, Surrogate of the County of Essex, in the State of New Jersey, and his successors in office, my true and lawful attorney upon whom may be served any and all process affecting the aforesaid estate, or any interest therein, whereof I am the Executrix and Trustee.

And I do further agree that any process against the aforesaid estate, so served, shall be of the same force and effect as if duly served upon me within this State.

In Witness Whereof, I have hereunto set my hand and seal this 27th day of September, in the year of our Lord, one thousand nine hundred and forty- six.

Signed, sealed and delivered in the presence of:

Raymond A. Lord

Helena M. Meyer (L. S.)

STATE OF NEW JERSEY, COUNTY OF ESSEX. } ss:

BE IT REMEMBERED, that on this 27th day of September, 1946, before me, the subscriber, a Notary Public of New Jersey, personally appeared

Helena M. Meyer

who I am satisfied is the person in the foregoing power of attorney named, and I having first made known to her the contents thereof, she did thereupon acknowledge that she signed, sealed and delivered the said power of attorney as her voluntary act and deed for the uses and purposes therein expressed.

Raymond A. Lord

Notary Public of New Jersey

LIBER 70 PAGE 470

LAST WILL AND TESTAMENT

I, Mary M. Wilson, of West Orange, New Jersey, do hereby declare this to be my Will.

First: I direct that my executor or executrix, hereinafter named, pay all my just debts, funeral expenses, inheritance taxes and the expenses of the administration of my estate.

Second: I give, bequeath and devise all my estate, real, personal or of whatsoever kind or nature, to my husband, William M. Wilson, and direct that the same be paid to him free of all inheritance taxes.

Third: I hereby nominate, constitute and appoint my husband William M. Wilson, executor of my estate, and direct that he be permitted to serve without bond.

Fourth: In the event that my husband, William M. Wilson, does not survive me, but only in that event, I give, bequeath and devise three-quarters (3/4) of all my estate, real, personal or of whatsoever nature, to my daughter, Marjorie J. Wilson, the same to be paid to her free of all inheritance taxes.

Fifth: In the event that my husband, William M. Wilson, does not survive me, but only in that event, I give, bequeath and devise one-quarter (1/4) of all my estate, real, personal or of whatsoever nature, to my sister, Helena M. Meyer, of Washington, D.C. the same to be held in trust for my mother-in-law, Isabella F. Wilson, during the lifetime of the latter, and on the death of my mother-in-law to become the sole and exclusive property of said Helena M. Meyer; and I direct that said Helena M. Meyer invest these trust funds, as long as this trust shall exist, and pay the income therefrom to my mother-in-law, Isabella F. Wilson, during her lifetime.

Sixth: In the event that my husband, William M. Wilson,

does not survive me, but only in that event, I hereby nominate, constitute and appoint my sister, Helena M. Meyer, executrix of my estate, and direct that she be permitted to serve without bond.

Seventh: In the event that my husband, William M. Wilson, does not survive me, but only in that event, I hereby appoint my sister, Helena M. Meyer, guardian for my daughter, Marjorie J. Wilson, and trustee of all property of whatsoever nature which may accrue to Marjorie J. Wilson under this, my Will, and direct that she be absolved from the necessity of posting a bond either as guardian or trustee.

Eighth: In the event that my husband, William M. Wilson, does not survive me, but only in that event, whereupon my sister, Helena M. Meyer, shall be trustee of certain funds as trustee for my mother-in-law, Isabella F. Wilson, and for my daughter, Marjorie J. Wilson, and as such shall be called upon to invest such funds, I direct that said Helena M. Meyer, in whose judgment and integrity I have full faith and confidence, shall not be required to invest said funds, or any other funds over which she shall have control under this, my Will, in legal securities, but may invest them in any manner in which she sees fit, and shall not be held responsible for any mistakes in judgment on account of such investments.

In witness whereof, I have herewith subscribed my hand and seal this eighth day of February, 1937.

WITNESSES:

Martha M. Bohnet

Florence E. Stugart

Ralph Stugart

Fred J. Bohnet

Mary M. Wilson (L.S.)
58 Rollinson St.
West Orange, N.J.

ATTESTATION

The foregoing instrument was signed, sealed, published and declared this eighth day of February, 1937, by Mary M. Wilson, the above named testator, in West Orange, New Jersey, in our presence and in the presence of each other, to be her Will, whereupon we and each of us at her request and in her presence and in the presence of each other signed our names thereto as subscribing witnesses.

Martha M. Bohnet	32 Osborne Pl. W. Orange, N.J.
Florence E. Stugart	30 Osborne Pl. W. Orange, N.J.
Ralph Stugart	30 Osborne Place, West Orange, N.J.
Fred J. Bohnet	32 Osborne Pl. West Orange, N.J.

STATE OF NEW JERSEY, } ss.
COUNTY OF ESSEX. }

Martha M. Bohnet LIBER 70 PAGE 473

one of the witnesses to the annexed writing, purporting to be the last will and testament of Mary M. Wilson the testatrix therein named, deceased, being duly sworn on her oath, says that she saw the testatrix sign and seal the said annexed writing, and heard her publish, pronounce and declare the same as and for her last will and testament

That at the time of the doing thereof the said testatrix was of sound and disposing mind, memory and understanding, as far as this deponent knows and verily believes; that

Florence E. Stugart and Ralph Stugart and Fred J. Bohnet the other subscribing witnesses thereto, were present at the same time with this deponent when the said will was signed by the said testatrix and by her published and declared as and for her last will and testament as aforesaid; and that the said

Florence E. Stugart and Ralph Stugart and Fred J. Bohnet and deponent subscribed their names to said will as witnesses in the presence of said testatrix and of each other, at the request of said testatrix.

Sworn Sept. 30 1946, before me,
Raymond A. Lord
Special Probate Clerk

Martha M. Bohnet

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } ss:

Florence E. Stugart

one of the witnesses to the annexed writing purporting to be the last Will and Testament of Mary M. Wilson the testatrix therein named, deceased, being duly sworn on her oath, says that she saw the testatrix sign and seal the said annexed writing, and heard her publish, pronounce and declare the same as and for her last Will and Testament.

That at the time of the doing thereof the said testatrix was of sound and disposing mind, memory and understanding, as far as this deponent knows and verily believes; that Martha M. Bohnet and Ralph Stugart and Fred J. Bohnet the other subscribing witnesses thereto, were present at the same time with this deponent when the said will was signed by the said testatrix and by her published and declared as and for her last Will and Testament as aforesaid; and that the said Martha M. Bohnet and Ralph Stugart and Fred J. Bohnet and deponent subscribed their names to said Will as witnesses in the presence of said testatrix and of each other, at the request of said testatrix.

Sworn Sept. 30 1946, before me,
Raymond A. Lord
Special Probate Clerk

Florence E. Stugart

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } ss:

Helena M. Meyer the Executrix in the annexed writing named, being duly sworn on her oath, says, the annexed writing contains the true last Will and Testament of Mary M. Wilson the testatrix therein named, deceased, as far as she knows and verily believes; that she will, as the Executrix thereof, well and truly perform the same, first by paying the debts of said deceased, and then the legacies therein specified, as far as the goods, chattels and credits of said deceased will thereunto extend, and the law charge her; that she will when lawfully required make and exhibit unto the Surrogate's Office of the County of Essex a true and perfect inventory of all and singular the said goods, chattels and credits as far as the same have or shall come to her possession or knowledge, or to the possession of any other person or persons for her use, with her knowledge; and that she will well and truly account when thereunto lawfully required, and that said testatrix died Sept. 18, 1946.

Sworn Sept. 27 1946, before me
Raymond A. Lord
Special Probate Clerk

Helena M. Meyer

In the matter of the probate of the alleged Will of

Mary M. Wilson

, Deceased.

On Petition for Probate

ORDER FOR PROBATE

On reading and filing the petition of

Helena M. Meyer

for the probate of the last Will and Testament of

Mary M. Wilson , deceased,

and for Letters Testamentary thereon, and the Surrogate having inquired into the circumstances and taken proof, and being satisfied of the genuineness of the Will produced, the validity of its execution and competency of the testat rix , and it further appearing that the said testat rix died on the 18 day of September Nineteen Hundred and Forty-six and more than ten days ago, and that no caveat has been filed against the probate of said Will;

It is thereupon, on this 30 day of September , Nineteen Hundred and Forty- six ordered and adjudged that the instrument offered for probate in this matter be and the same hereby is established as the last Will and Testament of the said Mary M. Wilson deceased, and that the same be and hereby is admitted to probate.

It is further ordered that Letters Testamentary thereon be issued to Helena M. Meyer

the Execut rix named in said Will upon her qualifying as such Execut rix .

George H. Becker
Surrogate

LETTERS TESTAMENTARY

LIBER 70 PAGE 476

STATE OF NEW JERSEY

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate of the County of Essex, do hereby certify the annexed to be a true copy of the last will and testament of

Mary M. Wilson

late of the County of Essex, deceased, and that

Helena M. Meyer

the executrix therein named, proved the same before me, and is duly authorized to take upon herself the administration of the estate of the testat rixagreeably to the said will.

WITNESS MY HAND AND SEAL OF OFFICE, this thirtieth day of September, in the year of our Lord, one thousand nine hundred and forty- six.

George H. Becker

Surrogate

STATE OF NEW JERSEY LIBER 70 PAGE 477

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate and ex-officio Clerk of the Surrogate's Court of the County of Essex and State of New Jersey, do hereby certify that I have compared the annexed copy of the last will and testament of

MARY M. WILSON

late of the County and State aforesaid, deceased; and the annexed copies of the application for probate, power of attorney, the proofs, the qualification of executor, the order of the Surrogate granting the probate of said will and the letters testamentary granted and issued thereon

with the records thereof, now remaining in this office, and have found the same to be a correct transcript thereof.

I FURTHER CERTIFY that the said last will and testament was duly executed and proven agreeably to the laws and usages of the State of New Jersey.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 23rd day of April A. D., one thousand nine hundred and forty- seven

George H. Becker

Surrogate and Clerk of Surrogate's Court

STATE OF NEW JERSEY LIBER 70 PAGE 478

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate and Judge of the Surrogate's Court of the said County of Essex, in said State, do hereby certify that George H. Becker, whose name, in his own proper handwriting, subscribed to the foregoing certificate, is, and was, at the time the same bears date, Surrogate of said County and ex-officio Clerk of the Surrogate's Court thereof, and that full faith and credit are due to his official acts. And, further, that the seal attached to said certificate is his official seal and the seal of the said Surrogate's Court, and that the said certificate is in due form and made by the proper officer, and would be received in evidence in the Courts of this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 23rd day of April A. D., one thousand nine hundred and forty-seven.

George H. Becker

Surrogate and Judge of Surrogate's Court

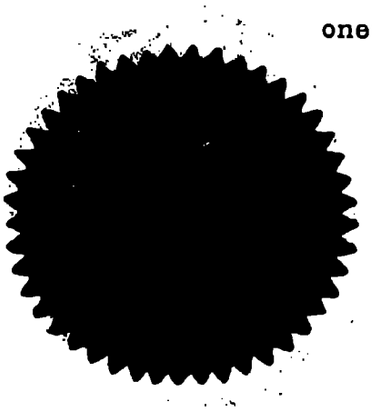
STATE OF NEW JERSEY

LIBER 70 PAGE 479

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate and Clerk of the Surrogate's Court of the said County of Essex, in said State, do hereby certify that George H. Becker, whose name is subscribed to the preceding certificate, is Surrogate and Judge of the Surrogate's Court of the said County of Essex, duly commissioned and qualified, and that his signature to said certificate is genuine. To all whose acts as such full faith and credit are due and given, as well in courts of judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 23rd day of April A. D., one thousand nine hundred and forty- seven.



George H. Becker

Surrogate and Clerk of Surrogate's Court

State of New Jersey

LIBER 70 PAGE 480

I, the Governor of the State of New Jersey, having the custody of the Great and Principal Seal of said State, do hereby certify that the Surrogate's Court of the County of _____ is duly constituted and existing under the laws of said State, and the Surrogate of said County is the Judge and Clerk of said Surrogate's Court, and that at the time of the Filing of the Probate Proceedings in the Matter of the Estate of Mary M. Wilson, Deceased,

and now has jurisdiction under the laws of the State of New Jersey to admit wills to probate and grant letters testamentary thereon, to grant letters of administration upon the estates of intestates, and to grant letters of guardianship, etc.; that the record of the application for Probate, Power of Attorney, Will, Proofs, Qualification of Executor, Order of Surrogate Granting Probate and Letters Testamentary and the Last Will and Testament of Mary M. Wilson,

copies of which are hereto annexed, are kept in the office of said Surrogate pursuant to the laws of said State; that the exemplified copy hereunto annexed is in due form of law made by the proper officer; that the seal appended thereto is genuine, and the seal of said Court and Surrogate, and that the signatures thereto and appearing such copy are genuine, as I verily believe.

In Testimony Whereof, I have hereunto set my hand and caused the **Great Seal of the State of New Jersey** to be hereunto affixed, at the City of Trenton, in said State, this Twenty-fourth day of April, in the year of our Lord one thousand nine hundred and forty-seven, and of the Independence of the United States the one hundred and ~~sixty~~ seventy-first.

Alfred E. Driscoll
Governor.

BY THE GOVERNOR:

[illegible]
Secretary of State.

In the matter of the Probate of the alleged will of

William M. Wilson , deceased.

LIBER 70 PAGE 481

On Petition for Probate

PETITION

Exhibit C

Equity No. 4726

Filed July 1, 1949

To the Surrogate of the County of Essex:

The petition of Helena M. Meyer

who resides at No. 3117 Tennyson St. N.W. Washington, D.C.

respectfully shows that:

1. William M. Wilson , late of the Town of Short Hills, Millburn , in the County of Essex and State of New Jersey, departed this life more than ten days ago, to wit on the 18 day of September 1946, having first duly made and executed a paper writing purporting to be his last will and testament, bearing date the 8 day of February 1937 wherein your petitioner was named as executrix thereof.

2. The next of kin and heirs at law of the said testator, with their respective residences or post office addresses and the manner and degree in which they severally stand related to the said testator, so far as the same are known to your petitioner are as follows:

NAMES:	RESIDENCES:	RELATIONSHIP:
Wife Deceased		
Marjorie J. Wilson	Dingmans Ferry, Pa.	Daughter

No other sons or daughters or issue thereof surviving

Complainant's Exhibit No. 4

6

All of the foregoing are of full age with the exception of:

NAMES:	AGES:
Marjorie	20

Your petitioner therefore pray that the said paper writing be admitted to probate as the last will and testament of the said testator and that letters testamentary thereon be granted to your petitioner

Dated: Newark, N. J.,

Sept. 27 1946

Helena M. Meyer

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } ss:

Helena M. Meyer, of full age, being duly sworn according to law, upon her oath, deposes and says that she is the petitioner in the foregoing petition named and that the matters and things therein contained are true to the best of her knowledge and belief.

Subscribed and sworn to this 27 day of Sept. A. D., 1946, at Newark, N. J. before me

Helena M. Meyer

Raymond A. Lord

Notary Public of New Jersey

LIBER 70 PAGE 483 ESSEX COUNTY SURROGATE'S COURT

In the matter of the estate of

William M. Wilson

deceased

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I,

Helena M. Meyer

residing at 3117 Tennyson St., N.W., Washington, D.C.

pursuant to the provisions of Revised Statutes 3:13-12 do hereby make, constitute and appoint GEORGE H. BECKER, Surrogate of the County of Essex, in the State of New Jersey, and his successors in office, my true and lawful attorney upon whom may be served any and all process affecting the aforesaid estate, or any interest therein, whereof I am the Executrix and Trustee.

And I do further agree that any process against the aforesaid estate, so served, shall be of the same force and effect as if duly served upon me within this State.

In Witness Whereof, I have hereunto set my hand and seal this 27 day of September, in the year of our Lord, one thousand nine hundred and forty- six.

Signed, sealed and delivered
in the presence of:

Raymond A. Lord

Helena M. Meyer (L. S.)

STATE OF NEW JERSEY,
COUNTY OF ESSEX. } ss:

BE IT REMEMBERED, that on this 27 day of September, 194 6, before me, the subscriber, a Notary Public of New Jersey, personally appeared

Helena M. Meyer

who I am satisfied is the person in the foregoing power of attorney named, and I having first made known to her the contents thereof, she did thereupon acknowledge that she signed, sealed and delivered the said power of attorney as her voluntary act and deed for the uses and purposes therein expressed.

Raymond A. Lord
Notary Public of New Jersey

LAST WILL AND TESTAMENT

I, William M. Wilson, of West Orange, New Jersey, do hereby declare this to be my Will.

First: I direct that my executrix, hereinafter named, pay all my just debts, funeral expenses, inheritance taxes and the expenses of the administration of my estate.

Second: I give, bequeath and devise all my estate, real, personal or of whatsoever kind or nature, to my wife, Mary M. Wilson, and direct that the same be paid to her free of all inheritance taxes.

Third: I hereby nominate, constitute and appoint my wife, Mary M. Wilson, executrix of my estate, and direct that she be permitted to serve without bond.

Fourth: In the event that my wife, Mary M. Wilson, does not survive me, but only in that event, I give, bequeath and devise three-quarters (3/4) of all my estate, real, personal or of whatsoever nature, to my daughter, Marjorie J. Wilson, the same to be paid to her free of all inheritance taxes.

Fifth: In the event that my wife, Mary M. Wilson, does not survive me, but only in that event, I give, bequeath and devise one-quarter (1/4) of all my estate, real, personal or of whatsoever nature, to my wife's sister, Helena M. Meyer of Washington, D.C., the same to be held in trust for my mother, Isabella F. Wilson, during the lifetime of the latter, and on the death of my mother to become the sole and exclusive property of said Helena M. Meyer; and I direct that said Helena M. Meyer invest these trust funds, as long as this trust shall exist, and pay the income therefrom to my mother, Isabella F. Wilson, during her lifetime.

Sixth: In the event that my wife, Mary M. Wilson, does not survive me, but only in that event, I hereby nominate, constitute and appoint my wife's sister, Helena M. Meyer, executrix of my estate, and direct that she be permitted to serve without bond.

Seventh: In the event that my wife, Mary M. Wilson, does not sur-

vive me, but only in that event, I hereby appoint my wife's sister, Helena M. Meyer, guardian for my daughter, Marjorie J. Wilson, and trustee of all property of whatsoever nature which may accrue to Marjorie J. Wilson under this, my Will, and direct that she be absolved from the necessity of posting a bond either as guardian or trustee.

Eighth: In the event that my wife, Mary M. Wilson, does not survive me, whereupon my wife's sister, Helena M. Meyer, shall be trustee of certain funds as trustee for my mother, Isabella F. Wilson, and for my daughter, Marjorie J. Wilson, and as such shall be called upon to invest such funds, I direct that said Helena M. Meyer, in whose judgment and integrity I have full faith and confidence, shall not be required to invest said trust funds, or any other funds over which she shall have control under this, my Will, in legal securities, but may invest them in any manner in which she sees fit, and shall not be held responsible for any mistakes in judgment on account of such investments.

In witness whereof, I have herewith subscribed my hand and seal this eighth day of February, 1937.

WITNESSED:

Ralph Stugart

Florence E. Stugart

Martha M. Bohnet

Fred J. Bohnet

William M. Wilson L.S.

58 Rollinson St.

West Orange, N. J.

ATTESTATION

The foregoing instrument was signed, sealed, published and declared this eighth day of February, 1937 by William M. Wilson, the above named testator, in West Orange, New Jersey, in our presence and in the presence of each other, to be his Will, whereupon we and each of us at his request and in his presence and in the presence of each other signed our names thereto as subscribing witnesses.

Ralph Stugart	30 Osborne Place West Orange, N.J.
Florence E. Stugart	30 Osborne Place, W. Orange, N.J.
Martha M. Bohnet	32 Osborne Pl. W. Orange, N.J.
Fred J. Bohnet	32 Osborne Pl. West Orange, N.J.

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } ss.

LIBER 70 PAGE 487

Martha M. Bohnet

one of the witnesses to the annexed writing, purporting to be the last will and testament of William M. Wilson the testator therein named, deceased, being duly sworn on her oath, says that she saw the testator sign and seal the said annexed writing, and heard him publish, pronounce and declare the same as and for his last will and testament

That at the time of the doing thereof the said testator was of sound and disposing mind, memory and understanding, as far as this deponent knows and verily believes; that Ralph Stugart and Florence E. Stugart and Fred J. Bohnet the other subscribing witnesses thereto, were present at the same time with this deponent when the said will was signed by the said testator and by him published and declared as and for his last will and testament as aforesaid; and that the said Ralph Stugart and Florence E. Stugart and Fred J. Bohnet and deponent subscribed their names to said will as witnesses in the presence of said testator and of each other, at the request of said testator.

Sworn Sept. 30 1946, before me,

Raymond A. Lord
Special Probate Clerk

Martha M. Bohnet

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } ss:

Florence E. Stugart one of the witnesses to the annexed writing purporting to be the last Will and Testament of William M. Wilson the testator therein named, deceased, being duly sworn on her oath, says that she saw the testator sign and seal the said annexed writing, and heard him publish, pronounce and declare the same as and for his last Will and Testament.

That at the time of the doing thereof the said testator was of sound and disposing mind, memory and understanding, as far as this deponent knows and verily believes; that Ralph Stugart and Martha M. Bohnet and Fred J. Bohnet the other subscribing witness es thereto, were present at the same time with this deponent when the said will was signed by the said testator and by him published and declared as and for his last Will and Testament as aforesaid; and that the said Ralph Stugart and Martha M. Bohnet and Fred J. Bohnet and deponent subscribed their names to said Will as witnesses in the presence of said testator and of each other, at the request of said testator

Sworn Sept. 30 1946, before me,
Raymond A. Lord
Special Probate Clerk

Florence E. Stugart

STATE OF NEW JERSEY, }
COUNTY OF ESSEX. } ss:

Helena M. Meyer the Executrix in the annexed writing named, being duly sworn on her oath, says, the annexed writing contains the true last Will and Testament of William M. Wilson the testator therein named, deceased, as far as she knows and verily believes; that she will, as the Executrix thereof, well and truly perform the same, first by paying the debts of said deceased, and then the legacies therein specified, as far as the goods, chattels and credits of said deceased will thereunto extend, and the law charge her; that she will when lawfully required make and exhibit unto the Surrogate's Office of the County of Essex a true and perfect inventory of all and singular the said goods, chattels and credits as far as the same have or shall come to her possession or knowledge, or to the possession of any other person or persons for her use, with her knowledge; and that she will well and truly account when thereunto lawfully required, and that said testator died September 18, 1946.

Sworn Sept. 27 1946, before me
Raymond A. Lord
Special Probate Clerk

Helena M. Meyer

D

ORDER FOR PROBATE
3M-3-46

LIBER 70 PAGE 489 ESSEX COUNTY SURROGATE'S COURT

In the matter of the probate of the alleged Will of William M. Wilson, Deceased.

On Petition for Probate

ORDER FOR PROBATE

On reading and filing the petition of Helena M. Meyer for the probate of the last Will and Testament of William M. Wilson, deceased, and for Letters Testamentary thereon, and the Surrogate having inquired into the circumstances and taken proof, and being satisfied of the genuineness of the Will produced, the validity of its execution and competency of the testator, and it further appearing that the said testator died on the 18th day of September Nineteen Hundred and Forty-six and more than ten days ago, and that no caveat has been filed against the probate of said Will;

It is thereupon, on this 30 day of September, Nineteen Hundred and Forty-six ordered and adjudged that the instrument offered for probate in this matter be and the same hereby is established as the last Will and Testament of the said William M. Wilson deceased, and that the same be and hereby is admitted to probate.

It is further ordered that Letters Testamentary thereon be issued to Helena M. Meyer

the Executrix named in said Will upon her qualifying as such Executrix.

George H. Becker
Surrogate

8

4000 8-46

LETTERS TESTAMENTARY

LIBER 70 PAGE 490

STATE OF NEW JERSEY

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate of the County of Essex, do hereby certify the annexed to be a true copy of the last will and testament of

William M. Wilson

late of the County of Essex, deceased, and that

Helena M. Meyer

the executrix therein named, proved the same before me, and is duly authorized to take upon herself the administration of the estate of the testator agreeably to the said will.

WITNESS MY HAND AND SEAL OF OFFICE, this thirtieth day of September, in the year of our Lord, one thousand nine hundred and forty-six.

George H. Becker

Surrogate

LIBER 70 PAGE 491

STATE OF NEW JERSEY

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate and ex-officio Clerk of the Surrogate's Court of the County of Essex and State of New Jersey, do hereby certify that I have compared the annexed copy of the last will and testament of

WILLIAM M. WILSON

late of the County and State aforesaid, deceased; and the annexed copies of the application for probate, power of attorney, the proofs, the qualification of executor, the order of the Surrogate granting the probate of said will and the letters testamentary granted and issued thereon

with the records thereof, now remaining in this office, and have found the same to be a correct transcript thereof.

I FURTHER CERTIFY that the said last will and testament was duly executed and proven agreeably to the laws and usages of the State of New Jersey.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 22nd day of July A. D., one thousand nine hundred and forty-seven

George H. Becker

Surrogate and Clerk of Surrogate's Court

LIBER 70 PAGE 492

STATE OF NEW JERSEY

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate and Judge of the Surrogate's Court of the said County of Essex, in said State, do hereby certify that George H. Becker, whose name, in his own proper handwriting, subscribed to the foregoing certificate, is, and was, at the time the same bears date, Surrogate of said County and ex-officio Clerk of the Surrogate's Court thereof, and that full faith and credit are due to his official acts. And, further, that the seal attached to said certificate is his official seal and the seal of the said Surrogate's Court, and that the said certificate is in due form and made by the proper officer, and would be received in evidence in the Courts of this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 22nd day of July A. D., one thousand nine hundred and forty-seven

George H. Becker

Surrogate and Judge of Surrogate's Court

STATE OF NEW JERSEY LIBER 70 PAGE 493

Essex County Surrogate's Court

I, GEORGE H. BECKER, Surrogate and Clerk of the Surrogate's Court of the said County of Essex, in said State, do hereby certify that George H. Becker, whose name is subscribed to the preceding certificate, is Surrogate and Judge of the Surrogate's Court of the said County of Essex, duly commissioned and qualified, and that his signature to said certificate is genuine. To all whose acts as such full faith and credit are due and given, as well in courts of judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal of office this 22nd day of July A. D., one thousand nine hundred and forty-seven

George H. Becker

Surrogate and Clerk of Surrogate's Court

State of New Jersey

LIBER 70 PAGE 494

I, the Governor of the State of New Jersey, having the custody of the Great and Principal Seal of said State, do hereby certify that the Surrogate's Court of the County of Essex, is duly constituted and existing under the laws of said State; that the Surrogate of said County is the Judge and Clerk of said Surrogate's Court, and had at the time of the Filing of the Probate Proceedings in the Matter of the Estate of William M. Wilson, Deceased,

and now has jurisdiction under the laws of the State of New Jersey to admit wills to probate and grant letters testamentary thereon, to grant letters of administration upon the estates of intestates, and to grant letters of guardianship, etc; that the record of the Application for Probate, Will, Power of Attorney, Proofs, Qualification of Executor, Order of Surrogate Granting Probate and Letters Testamentary in re Last Will and Testament of William M. Wilson, Deceased, copies of which are hereunto annexed, are kept in the office of said Surrogate pursuant to the laws of said State; that the exemplified copy hereunto annexed is in due form of law and by the proper officer; that the seal appended thereto is genuine and is the seal of said Court and Surrogate, and that the signatures thereto written and attesting such copy are genuine, as I verily believe.

In Testimony Whereof, I have hereunto set my hand and caused the Great Seal of the State of New Jersey to be hereunto affixed, at the City of Trenton, in said State, this Twenty-third day of July, in the year of our Lord one thousand nine hundred and forty-seven, and of the Independence of the United States the one hundred and ~~sixty~~ seventy-second.

Charles K Barton
PRESIDENT OF THE SENATE ACTING Governor.

BY THE GOVERNOR.

Lloyd B Marsh
Secretary of State.

William R. Semans, Solicitor
806 Mercantile Trust Bldg.
Baltimore, Maryland

Helene M. Minor ~~State~~ of Washington District of Columbia	:	In the
Complainant	:	Circuit Court for
vs.	:	Anne Arundel County
Marjorie J. Wilson Short Hills, Millburn, Essex County, State of New Jersey a non compos mentis	:	No 9726 in Equity
and	:	
Helena M. Meyer Committee of the said Marjorie J. Wilson Essex County, State of New Jersey	:	
Respondents	:	

Filed July 1st. 1949.

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree for the sale of the unimproved lot known as lot No. 97 on Section E on the Plat of New South River Park and part of an adjoining road in Anne Arundel County. The bill alleges:

That Mary M. Wilson, now deceased, was in her lifetime seized of a lot of ground in the First Election District of Anne Arundel County known as Lot No. 97 on Section E on the Plat of New South River Park and part of an adjoining road, the same having been conveyed to her by John J. Feign and Ellen M. Feign, his wife, by deed dated October 25, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 149, folio 165, etc., which said deed is filed herewith and marked Complainant's Exhibit A and prayed to be taken as a part thereof; and that

The said Mary M. Wilson was the wife of William M. Wilson and their place of residence at the time of her death was Short Hills, Millburn, County of Essex, State of New Jersey; and that

On September 18, 1946, both the said Mary M. Wilson and William M. Wilson, her said husband, died while return from Europe as a result of the "Sabina" airliner disaster at Gander, Newfoundland,

both perished therein but which predeceased the other is beyond human knowledge; and that

Both the said Mary M. Wilson and William M. Wilson, her said husband, left wills identical in form, copies of which have been heretofore filed in the Orphans' Court of Anne Arundel County and certified copies whereof are filed herewith marked Complainants' Exhibit B and C and prayed to be taken as a part thereof; and that

The said William M. Wilson and Mary M. Wilson left surviving one child only, their sole heir at law, being the said Marjorie J. Wilson, who is a non compos mentis, having been so found and decreed so in the Chancery Court of the State of New Jersey, Helena M. Meyer has been appointed committee of her person and estate in that jurisdiction. Certified copy of the decree declaring the said Marjorie J. Wilson a non compos mentis and appointing Helena M. Meyer committee for her person and estate are filed herewith and marked Complainant's Exhibit D and E and respectively prayed to be taken as a part thereof; and that

By the terms of the aforesaid wills of both said William M. Wilson and said Mary M. Wilson, the property of each deceased was left in the first place to the surviving spouse, and if none such then 3/4 of the whole estate to Marjorie J. Wilson and 1/4 of the estate to Helene M. Minor, the complainant herein, to be held in trust for Isabell F. Wilson during the lifetime of the latter and upon her death to become the exclusive property of the said Helene M. Minor. It has happened that the said Isabell F. Wilson is since deceased and the entire interest therefor is vested in the said Helene M. Minor; and that

Your complainant alleges that in the event that the said Mary M. Wilson had survived her husband that the aforesaid property would have passed to the said Marjorie J. Wilson a 3/4 interest and the said Helene M. Minor a 1/4 interest; and that if the said William M. Wilson had survived the said Mary M. Wilson under the terms of her will he would have taken the entire estate and then upon his death the said property would have devolved upon the said Marjorie J. Wilson as to a 3/4 interest and unto the said Helene M. Minor of a 1/4 in-

terest; so that now in any event the said Marjorie J. Wilson is seized of an undivided 3/4 interest therein and the said Helene M. Minor is seized of an undivided 1/4 interest therein as tenants in common; and that

This complainant desires to hold her said share in severalty and not jointly and as tenants in common with the said Marjorie J. Wilson and your complainant therefore avers that the said property cannot be divided without material loss and injury between those entitled thereto, and that it would be advantageous both to her and to the incompetent, the defendant in this cause, to have the property sold and the proceeds divided among those entitled thereto and that it would be especially so to the defendant, a non compos mentis; and that

The defendant, Marjorie J. Wilson is a non compos mentis and because no committee exists in the State of Maryland on her behalf, it will be necessary to have a guardian ad litem appointed to appear for her in this jurisdiction and answer this bill of complaint, and also said guardian should be represented by an attorney under the provisions of the Code of Public Laws of the State of Maryland, Article 16, Section 135,136 and 139.

The Bill prays:

That the property mentioned in these proceedings be sold and that a trustee be appointed by this Honorable Court to make said sale; and that

This Court appoint a guardian ad litem for the defendant, Marjorie J. Wilson, a non compos mentis, and an attorney to represent the said guardian ad litem in these proceedings; and that

The proceeds of said sale be disposed of among those entitled thereto as is right and proper in the premises; and that

Your petitioner may have such other and further relief as her case may require.

It is thereupon this 1st. day of July, in the year nineteen hundred and forty-nine, ordered by the Circuit Court for Anne Arundel County, that the Complainant, 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 12" day of August, 1949, give notice to the said non-resident defendants and informing them of the object and substance of this bill, and warning them and each of them to be and appear at this Court in person or by solicitor on or before the 27" day of August, 1949, to show cause if any they have why a decree should not be passed as prayed.

John H. Hopkins, 3rd. Clerk.

7/1/'49.
Copy of the within Order of Publication Received
Md. Gazette.
Per. Bernard Heinz

DECREE PRO CONFESSO

[DECREE PRO CONFESSO]

LIBER 70 PAGE 499

Helene M. Minor
Complainant

vs.

Marjorie J. Wilson, et al.
Defendants

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

No. 9726 IN EQUITY

..... Term, 19.....

The Defendants, Marjorie J. Wilson and Helen M. Mu having been duly ~~summoned~~ notified by Order of Publication to appear to the Bill of Complaint, and having failed to appear thereto, according to the exigency of the ~~writ~~ said Order

It is, thereupon, this 31st day of ~~November~~ October, in the year nineteen hundred and forty-nine, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the complainant is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the defendants, Marjorie J Wilson and Helen M. Mu

But because it doth not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED and ORDERED, that one of the Examiners of this Court take testimony to support the allegations of the Bill.

Benjamin Michaelson
A. J.

Filed Oct. 31" 1949

Helene M. Minor	:	In the
Complainant	:	Circuit Court
vs.	:	for
Marjorie J. Wilson	:	Anne Arundel County
Committee of the said Marjorie J. Wilson	:	No. 9726 in Equity
Respondents	:	

PETITION for Appointment of Guardian ad litem

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William R. Semans, Solicitor for Complainant, respectfully represents unto your Honor:

1. That the Defendant, Marjorie J. Wilson, is a non compos mentis and a non resident, and the mattersset forth in the Bill of Complaint are now under the jurisdiction of this Court by reason of the Order of Publication heretofore given, and a decree Pro confesso.

2. That the said Marjorie J. Wilson being a person of unsound mind and a non resident has no committee or guardian in the State of Maryland.

3. Your Petitioner desires that a guardian ad litem be appointed for the said non compos mentis and that a solicitor be assigned for him to cross-examine witnesses in accordance with the Article 16, Section 138, Code of General Laws of Maryland.

AND as in duty etc.

Filed Oct. 31 - 1949.

William R Semans

William R. Semans
Solicitor for Plaintiff

ORDER OF COURT

Upon the aforegoing petition, it is ordered by the Circuit Court for Anne Arundel County, in Equity, that this 31st day of October, 1949, Henry Zeller be, and he is hereby appointed guardian ad litem for Marjorie J. Wilson, a non compos mentis and a non resident, defendant, and that Cary D. Hall, Jr., a solicitor of this Court is hereby assigned to represent the said defendant and to cross-examine witnesses.

Benjamin Michaelson
A.J.

Filed Oct. 31st 1949.

Helene M. Minor	:	In the Circuit Court
Complainant	:	of
vs.	:	Anne Arundel County
Marjorie J. Wilson, et al.	:	in Equity
Defendants	:	No 9726

ANSWER of
Guardian ad Litem.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Marjorie J. Wilson, a person non compos mentis, Defendant named in the Bill of Complaint in this Court against her exhibited, by Henry Zeller duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendant being a person non compos mentis cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submits her rights to the protection of this Honorable Court.

AND as in duty bound, etc.

J. Henry Zeller
Henry Zeller
Guardian ad Litem

Cary D. Hall, Jr.
Attorney for Guardian ad Litem

Filed Dec. 29" 1949.

Helena M. Meyer	)(	No. 9726 Equity
	)(	In the Circuit Court
vs.	)(	
	)(	for
Marjorie J. Wilson, a non compos mentis, and Helena M. Meyer, Committe, etc.	)(	Anne Arundel County

Filed 11 Oct, 1950

TESTIMONY ON BEHALF OF PLAINTIFF

June 21, 1950.

Present:

William R. Semans, Esq.,
Solicitor for Plaintiff

Cary D. Hall, Jr., Esq.,
Solicitor for Guardian ad Litem

John S. Strahorn, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

WITNESSES:

Helena M. Meyer	Pages 1 to 5
Howard H. White	Pages 6 and 7
Walter W. Korpman	Pages 8 and 9

Mr. Clerk:

Please file.

Jno. S. Strahorn
EXAMINER

Helena M. Meyer, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. SEMANS:

Q. 1 Miss Meyer, state your full name and address.

A. Helena M. Meyer, 3117 Tennyson Street, Washington, D. C.

Q. 2 You are the complainant in this case?

A. I am.

Q. 3 Miss Meyer, will you state who Marjorie J. Wilson, the defendant is, and what is her mental condition.

A. Marjorie J. Wilson is the daughter of William M. Wilson and Mary M. Wilson, and she has been declared a mental incompetent.

Q. 4 Where does Marjorie J. Wilson reside?

A. She resides at the Brett School.

Q. 5 Where is that located?

A. Dingman's Ferry, Pennsylvania.

Q. 6 Marjorie J. Wilson is a non-resident of the State of Maryland, is she not?

A. That's right.

Q. 7 Was she not at one time a resident of Short Hills, Millburn, Essex County, New Jersey?

A. That's right, with her parents.

Q. 8 She was a resident there when her Committee was appointed?

A. She ~~was going to school there~~ lived with them, and ~~was then~~ at the Brett school where she was placed by her parents before their death.

Q. 9 But her parents lived at Short Hills, Millburn, Essex County, New Jersey?

A. That's correct.

Q. 10 You say the Committee was appointed by the Chancery Court of New Jersey?

A. Yes.

11. Who was the Committee appointed by the Chancery Court?
A. I am the Committee.

Complainant's Exhibit D is now offered in evidence and filed with testimony, marked "Complainant's Examiner's Exhibit No. 1."

Complainant's Exhibit E is now offered in evidence and filed with testimony, marked "Complainant's Examiner's Exhibit No. 2."

Q. 12 You did say that Mary M. Wilson and William M. Wilson were residents of Short Hills, New Jersey?
A. Yes.
Q. 13 Are they living?
A. No.
Q. 14 Will you state what happened to them?
A. They died in the crash of the Sabina Air Lines plane at Newfoundland.
Q. 15 That was at Gander, Newfoundland, was it not?
A. Yes.
Q. 16 And it was on September 18, 1946, when they died?
A. Yes.
Q. 17 I believe it is not known who died first?
A. That's right.
Q. 18 Did Mary M. Wilson and William M. Wilson leave Wills?
A. Yes they did, they left identical Wills.
Q. 19 Is this paper which I hand you and which is marked "Exhibit B" a certified copy of the Will of Mary M. Wilson?
A. Yes.

Offered in evidence and filed with testimony, marked "Complainant's Examiner's Exhibit No. 3."

Q. 20 I show you a paper which is filed in this case as Exhibit C. Is this a certified copy of the Will of William M. Wilson?

A. Yes, it is.

Offered in evidence and filed with testimony, marked "Complainant's Examiner's Exhibit No. 4."

Q. 21 Whom did Mary M. Wilson and William M. Wilson leave surviving them?

A. Marjorie J. Wilson, their daughter.

Q. 22 Was she their only child?

A. Only child, yes.

Q. 23 And she is the person who has been declared non compos xxxxxx mentis, and you were the Committee appointed by the Chancery Court of New Jersey?

A. Yes.

Q. 24 Will you tell us who Isabella F. Wilson, named in the Wills, is?

A. Isabella F. Wilson, named in the Wills, was the mother of William M. Wilson.

Q. 25 She is named in both Wills, I believe?

A. She isnamed in both Wills, yes.

Q. 26 Was Isabella F. Wilson the life tenant of a one-fourth estate under the Wills?

A. She was.

Q. 27 Is she now living?

A. She is deceased, she died May 1, 1947.

Q. 28 Under the terms of the Will, who is the owner of the one-fourth interest that belonged to Isabella F. Wilson?

A. I am.

Q. 29 Do you know what property Mary M. Wilson owned in Anne Arundel County?

A. Yes.

Q. 30 What did it consist of?

A. An unimproved lot in South River Park, in the First District, known as Lot 97 in Section 3 on the Plat of New South River Park, and including the portion of River Road which lies between Lot No. 97 and Lot No. 98.

Q. 31 From whom did she acquire those lots?

A. She acquired those lots from John J. Fegan and Ellen Marguerite Fegan, by a deed dated October 25, 1936, and recorded among the Land Records of Anne Arundel County in Liber F. A.M. #149 folio 165.

Q. 32 Is this the original deed which is filed in these proceedings as Complainant's Exhibit A?

A. Yes, it is.

Offered in evidence and filed with testimony, marked "Complainant's Examiner's Exhibit No. 5."

Q. 33 Miss Meyer, state whether or not it is your desire to hold your interest in the lot in severalty?

A. It is.

Q. 34 And your purpose in wanting to hold your interest in severalty is what?

A. In order to divide the interests in the lot, because it will be necessary to sell it, and because it is a single lot, approximately 50 feet by a 185 feet, and if it were divided according to the interests it would not be salable or usable.

Q. 35 And therefore, as I understand it, you feel it necessary to sell the lot and divide the proceeds?

A. That's right.

Cross-examination by
MR. HALL:

Q. 1 The lot is wholly unimproved, is it not?

A. Yes.

Q. 2 And you think the lot cannot be divided without loss and injury to either party?

A. That's right.

Q. 3 Miss Meyer, in the bill of complaint your name has been entered as "Helene M. Minor", instead of Helena M. Meyer, and as a defendant, we have also named you defendant as "Helena M. Meyer, Committee of Marjorie J. Wilson", but you are the same person named in both places?

A. That is correct.

Q. 4 And your correct name is Helena M. Meyer?

A. That is correct.

In answer to the General Question, Witness answered: "I don't think of anything."

Helena M. Meyer

Howard J. White, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. SEMANS:

Q. 1 Mr. White, State your name, address and occupation.

A. Howard J. White, 3435 South Hanover Street, Baltimore, Maryland; occupation realtor, real estate broker.

Q. 2 You are a licensed real estate broker?

A. I am.

Q. 3 Have you been engaged in selling lots in Anne Arundel County?

A. Yes.

Q. 4 For how many years?

A. Approximately twenty-five.

Q. 5 Have you examined Lot No. 97 of Section E of New South River Park?

A. Yes.

Q. 6 Would you state its dimensions and what is the present value of the property?

A. I would place the value at $900.00. I don't know the exact measurements of the lot. I think they are fifty foot lots.

Q. 7 Now then, you say you value it at $900.00. In arriving at that value did you take into consideration that the plaintiff in this case has only a one-fourth interest in it?

A. No I didn't.

Q. 8 Then you think that is the full value of the lot?

A. Yes, I think that is the full value of the lot.

Q. 9 You don't know the interests and the ownership, and you didn't take that into consideration?

Walter W. Korpman, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. SEMANS:

Q. 1 What is your name and address?

A. Walter W. Korpman, 2033 Cliftwood Avenue, Baltimore 13, Maryland.

Q. 2 What is your occupation?

A. Real estate broker.

Q. 3 Are you a licensed real estate broker?

A. Yes.

Q. 4 How many years have you been a licensed real estate broker?

A. I have been a broker since October 19, 1949, and I was a salesman five years prior to that.

Q. 5 Have you during that time been engaged in selling lots in Anne Arundel County?

A. Yes.

Q. 6 How many years?

A. For five years.

Q. 7 Have you examined Lot No. 97 of Section E, in New South River Park in Anne Arundel County?

A. Yes, I have.

Q. 8 Do you know its dimensions?

A. It is fifty by one hundred and eighty-five feet.

Q. 9 What is the value of this property?

A. The value of the property is $900.00.

Q. 10 You think that is the full market value of the property?

A. Yes.

Q. 11 Have you been engaged in selling lots in this vicinity.

A. In the same sort of developments - Marley Creek, Margate; also similar sections in the eastern subdivisions - Oliver Beach, Bowley's Quarters, etc.

Q. 12 And it is your opinion that $900.00 is the full market value of the property?

A. Yes, it is.

Q. 13 It is an unimproved lot, I believe, wholly unimproved?

A. That's right.

In answer to the General Question, Witness answered: "No, there isn't."

Walter W. Hopman, Jr.

A. No, I did not know.

Cross-examination by
MR. HALL:

Q.1 Is that a water front lot?

A. Yes.

Q. 2 Have you had experience in selling water front lots?

A. I have.

Q. 3 At what locations?

A. Through Marley Creek and Magothy.

Q. 4 Any on Margate?

A. Yes.

Q. 5 On what river is that?

A. Marley Creek.

Q. 6 Have you had any experience in selling lots below Annapolis?

A. No, I have not.

Q. 7 Are you familiar with their values?

A. Yes.

Q. 8 And you think $900.00 is the full value of this lot?

A. I think so.

In answer to the General Question, Witness answered: "No, I don't know of anything."

Howard J. White

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

Witness my hand and seal this 11th day of June, 1950.

Jno S. Strahan (SEAL)
Examiner

13 JSS - $ 8.00
LR - 10.00

LIBER 710 PAGE 514

OFFICE OF

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THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1949

We hereby certify, that the annexed

Order of Publication

Eq # 9726

Helene M. Minor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of August, 1949. The first insertion being made the 7th day of July, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By K. L. Brown

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Filed 30 Nov, 1950

WILLIAM R. SEMANS, Solicitor
806 Mercantile Trust Bldg.
Baltimore 2, Maryland

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

No. 9726 In Equity

HELENE M. MINOR
City of Washington
Complainant.

Vs.

MARJORIE J. WILSON, Short Hills, Millburn, Essex County, State of New Jersey; a non compos mentis
and
Committee of the said MARJORIE J. WILSON, Essex County, State of New Jersey.

Respondents.

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree for the sale of the unimproved lot known as lot No. 97 on Section E on the Plat of New South River Park and part of an adjoining road in Anne Arundel County. The bill alleges:

That Mary M. Wilson, now deceased, was in her lifetime seized of a lot of ground in the First Election District of Anne Arundel County known as Lot No. 97 on Section E on the Plat of New South River Park and part of an adjoining road, the same having been conveyed to her by John J. Feign and Ellen M. Feign, his wife, by deed dated October 25, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 149, folio 167, etc., which said deed is filed herewith and marked Complainant's Exhibit A and prayed to be taken as a part thereof: and that

The said Mary M. Wilson was the wife of William M. Wilson and their place of residence at the time of her death was Short Hills, Millburn, County of Essex, State of New Jersey: and that

On September 18, 1946, both the said Mary M. Wilson and William M. Wilson, her said husband, died while on return from Europe as a result of the "Sabina" airliner disaster at Gander, Newfoundland, both perished therein but which predeceased the other is beyond human knowledge; and that

Both the said Mary M. Wilson and William M. Wilson, her said husband, left wills identical in form, copies of which have been heretofore filed in the Orphans' Court of Anne Arundel County and certified copies whereof are filed herewith marked Complainants' Exhibit B and C and prayed to be taken as part thereof; and that

The said William M. Wilson and Mary M. Wilson left surviving one child only, their sole heir at law, being the said Marjorie J. Wilson, who is a non compos mentis, having been so found and decreed so in the Chancery Court of the State of New Jersey, Helena M. Meyer has been appointed committee of her person and estate in that jurisdiction. Certified copy of the decree declaring the said Marjorie J. Wilson a non compos mentis and appointing Helena M. Meyer committee for her person and estate are filed herewith and marked Complainant's Exhibit D and E respectively prayed to be taken as a part thereof: and that

By the terms of the aforesaid wills of both said William M. Wilson and said Mary M. Wilson, the property of each deceased was left in the first place to the surviving spouse, and if none such then ¾ of the whole estate to Marjorie J. Wilson and ¼ of the estate to Helene M. Minor, the complainant herein, to be held in trust for Isabell F. Wilson during the lifetime of the latter and upon her death to become the exclusive property of the said Helene M. Minor. It has happened that the said Isabell F. Wilson is since deceased and the entire interest therefor is vested in the said Helene M. Minor; and that

Your complainant alleges that in the event that the said Mary M. Wilson had survived her husband that the aforesaid property would have passed to the said Marjorie J. Wilson and ¾ interest and the said Helene M. Minor a ¼ interest; and that if the said William M. Wilson had survived the said Mary M. Wilson under the terms of her will he would have taken the entire estate and then upon his death the said property would have devolved upon the said Marjorie J. Wilson to a ¾ interest and unto the said Helene M. Minor of a ¼ interest; so that now in any event the said Marjorie J. Wilson is seized of an undivided ¾ interest therein and the same Helene M. Minor is seized of an undivided ¼ interest therein as tenants in common; and that

This complainant desires to hold her said share in severalty and not jointly and as tenants in common with the said Marjorie J. Wilson and your complainant therefore avers that the said property cannot be divided without material loss and injury between those entitled thereto, and that it would be advantageous both to her and to the incompetent, the defendant in this cause, to have the property sold and the proceeds divided among those entitled thereto and that it would be especially so to the defendant, a now compos mentis; and that

The defendant, Marjorie J. Wilson is a non compos mentis and because no committee exists in the State of Maryland on her behalf, it will be necessary to have a guardian ad litem appointed to appear for her in this jurisdiction and answer this bill of complaint, and also said guardian should be represented by an attorney under the provisions of the Code of Public Laws of the State of Maryland, Article 16; Section 135, 138 and 139.

The Bill prays:

That the property mentioned in these proceedings be sold and that a trustee be appointed by this Honorable Court to make said sale; and that

This Court appoint a guardian ad litem for the defendant, Marjorie J. Wilson, a non compos mentis, and an attorney to represent the said guardian ad litem in these proceedings; and that

The proceeds of said sale be disposed of among those entitled thereto as is right and proper in the premises; and that

Your petitioner may have such other and further relief as her case may require.

It is thereupon this 1st day of July, in the year nineteen hundred and forty-nine, ordered by the Circuit Court for Anne Arundel County, that the Complainant, 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 12th day of August, 1949, give notice to the said non-resident defendants and informing them of the object and substance of this bill, and warning them and each of them to be and appear at this Court in person or by solicitor on or before the 27th day of August, 1949, to show cause if any they have why a decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd. Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd. Clerk.

jy-28

Helene M. Minor	:	In the
Complainant	:	Circuit Court
vs.	:	for
Marjorie J. Wilson	:	Anne Arundel County
Committee of the said Marjorie J. Wilson	:	in Equity
Respondents	:	

D E C R E E

The above cause coming on to be heard and the proceedings therein and the testimony taken having been read and considered, and it appearing therefrom to this Court that the property mentioned in these proceedings, being the unimproved fee simple lot of ground known as Lot No. 97, Section E on the Plat of New South River Park and part of an adjoining road in Anne Arundel County, Maryland, cannot be divided without loss and injury between the owners thereof, the parties to these proceedings, it is, therefore, this 30th day of November, in the year nineteen hundred and fifty, adjudged, ordered, and decreed by the Circuit Court of Anne Arundel County that the aforesaid property mentioned in the Bill of Complaint, be sold; that William R. Semans be and he is hereby appointed Trustee to make sale thereof, and that the course and manner of his proceedings shall be as follows: he shall first file with the clerk of this Court a corporate bond, with penalty of $1,000.00 for the faithful performance of his duties; he shall then proceed to make sale of the said property either at public auction after giving twenty days notice of the time, place, manner and terms of the said sale by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as he shall think proper, or, he may make private sale of the said property in a sum not less than $900.00, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit

Filed 30 Nov, 1950.

annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser, his, her or their personal representatives and assigns, the property and estate to him, her or them sold free, clear and discharged from all claim of the parties hereto, Complainant and Respondents and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Nicholson
Judge

LIBER 70 PAGE 517

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, William R. Semans, 806 Mercantile Trust Building, Baltimore, 2, Md. 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, 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 21st day of December in the year of our Lord one thousand nine hundred and fifty

Filed 18 Jan., 1951.

WHEREAS, the above bounden William R. Semans by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel Co. has been appointed Trustee to sell Certain Property

mentioned in the proceedings in the case of Helene M. Minor (Meyer)

vs:

Marjorie J. Wilson, Committee of the said Marjorie J. Wilson

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William R. Semans

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Romaine N Jacobs

William R. Semans (SEAL)
William R. Semans

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By K. Stolzenbach
K. Stolzenbach, *As to Surety*

By E. V. Shockley
E. V. Shockley, *Attorney-in-Fact*

Approved this 18 day of January, 1951
John H. Hopkins 3rd Clerk.

MD3116a—250, 9-50 128233
Trustee's Bond

16

CONTRACT OF SALE—Form 12.

LIBER 70 PAGE 518

THIS AGREEMENT, Made this 18th day of December, nineteen hundred and fifty, between

William R. Semans, Trustee

of the first part, and Helena M. Meyer

of the second part.

Witnesseth, that the said party of the first part doth hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Anne Arundel County, Maryland, being the fee simple lot known as Lot No. 97, Section E on the Plat of New South River Park, and part of an adjoining road in Anne Arundel County, Maryland.

Filed 18th Jan., 1951.

At and for the price of Nine Hundred and Twenty-five ($925.00) Dollars,
of which Seventy-five ($75.00) Dollars,
have been paid prior to the signing hereof and the balance to be paid as follows:
Cash within ten days of the final ratification of this sale by the Circuit Court for Anne Arundel County, in Equity, to which it is to be reported.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee, subject to restrictions existing thereon.

Taxes,
to be paid or allowed for by the Vendor to date of transfer.

Time is the essence of this contract.

Witness our hands and seals.

TEST:
Romaine N. Jacobs

William R. Semans [SEAL]
William R. Semans
Trustee

Helena M. Meyer [SEAL]
Helena M. Meyer

[SEAL]

[SEAL]

Exhibit

Helene M. Minor	:	In the
Complainant	:	Circuit Court
vs.	:	for
Marjorie J. Wilson	:	Anne Arundel County
Committee of the said Marjorie J. Wilson	:	in Equity
Respondents	:	No. 9726
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William R. Semans, Trustee appointed by the decree in the above entitled cause, to make sale of fee simple property known as Lot No. 97, Section E on the Plat of New South River Park and part of an adjoining road in Anne Arundel County, Maryland, in the proceedings said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as prescribed by said decree, which was duly approved, he sold the said fee simple property unto Helena M. Meyer for the sum of Nine Hundred and Twenty-five Dollars ($925.00), it being in excess of the amount at which he was authorized to sell the property by decree filed in this cause, and being for the most money he could obtain for the same, and copy of the contract therefor is filed herewith.

Filed 18 Jan., 1951.

Wherefore he prays that the sale be ratified.

William R. Semans

William R. Semans, Trustee

STATE OF MARYLAND:
CITY OF BALTIMORE: to wit:

I HEREBY CERTIFY that on this 8th day of December, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William R. Semans, Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.
My commission expires May 7, 1951.

M. Isabelle Lefferts

Notary Public

M. ISABELLE LEFFERTS NOTARY PUBLIC BALTIMORE, MD.

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ORDER NISI

LIBER 70 PAGE 520

HELENE M. MINOR

versus

MARJORIE J. WILSON, a non compos mentis, and HELENA M. MEYER, Committee of the said MARJORIE J. WILSON.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9726 Equity

Filed 18 Jan., 1951.

Ordered, this 18 day of January, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William R. Semans, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28 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 28 day of February next.

The report states that the amount of sales to be $ 925.00.

John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9726 Equity
HELENE M. MINOR
Vs.
MARJORIE J. WILSON, a non compos-mentis, and HELENA M. MEYER, Committee of the said MARJORIE J. WILSON.

Ordered, this 18th day of January, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by William R. Semans, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of February next.

The report stated that the amount of sales to be $925.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.

f-15

Filed 2 Mar., 1951.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2, 1951

We hereby certify, that the annexed Order Nisi Eq. 9726 - Helene M. Minor vs Marjorie J. Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of February, 1951. The first insertion being made the 25th day of January, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By Helene P. White

18

No. MG.....

(Final Order)

Filed 2 Mar, 1951.

HELENE M. MINOR

versus

MARJORIE J. WILSON, a non compos mentis, and HELENA M. MEYER, Committee of the said MARJORIE J. WILSON.

LIBER 70 PAGE 521

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of March, 1951 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

Judge.

LIBER 70 PAGE 522

In the Case of

Helena M. Meyer

vs.

Marjorie J. Wilson,
a non compos mentis,
et al

In the

Circuit Court

For

Anne Arundel County

No: 9726 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 22 May, 1951.

May 14, 1951

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

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Dr. Helena M. Meyer Vs. Marjorie J. Wilson, a non compos mentis, and Helena M. Meyer, Committee of the said Marjorie J. Wilson in ac.

To Trustee for Commissions, viz:	55	00	55	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	55	50		
John S. Strahorn - examiner's fee	8	00		
Stenographer - taking and transcribing testimony	10	00		
J. Henry Zeller - Guardian ad Litem's fee	4	00		
Auditor - stating this account	13	50	111	00
To Trustee for Expenses, viz:				
Capital-Gazette Press -Order of Publication	8	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. - bond premium	10	00		
Howard J. White - appraiser's fee	25	00		
Walter W. Korpman - appraiser's fee	25	00		
Register of Wills - recording Will of Mary M. Wilson	10	00		
Register of Wills - recording Will of William H. Wilson	10	00		
Southern Md. Times - notice to creditors of Mary M. Wilson	5	00		
Southern Md. Times - notice to creditors of William H. Wilson	5	00		
One-half Federal revenue stamps		55		
One-half State revenue stamps		55	190	10
To Trustee for Taxes, viz:				
1951 State and County taxes ($9.25-adj.)	2	60	2	60
BALANCE FOR DISTRIBUTION - $566.30				
Distributed to the devisees of Mary M. Wilson and William H. Wilson, as follows:				
To Marjorie J. Wilson, daughter - three-fourths $ 424.73				
Less direct inheritance tax 4.25	420	48		
To Helena M. Meyer, sister of Mary M. Wilson - one-fourth $ 141.57	141	57		
R.Glenn Prout, Register of Wills - direct inheritance tax, as above	4	25	566	30
			925	00

with William R. Semans, Trustee Cr.

1951						
Apr.	10	Proceeds of Sale (Contract dated December 18, 1950)	925	00	925	00
					925	00

ORDER NISI LIBER 70 PAGE 525

Helena M. Meyer

VERSUS

Marjorie J. Wilson,
a non compos mentis
and
Helena M. Meyer, Committee
of Marjorie J. Wilson

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9726 Equity.

Filed 22 May, 1951.

ORDERED, This 22 day of May, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2 day of 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 day of July next.

John H. Hopkins, 3rd, Clerk.

Filed 3 July, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,726 Equity
HELENA M .MEYER
Vs.
MARJORIE J. WILSON, A Non Compos Mentis HELENA M. MEYER, Committee Of MARJORIE J. WILSON.

Ordered, this 22nd day of May, 1951, 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 2nd 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 2nd day of July next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jn-7

'FICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1951

We hereby certify, that the annexed Order Nisi - Auditor's Account Equity - 9,726 Helena M. Meyer

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 July, 19 51. The first insertion being made the 24th day of May, 19 51.

THE CAPITAL-GAZETTE PRESS, INC.

By DB Macey

No. MG 1745

22

Filed 5th July, 1951.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of July, 1951, 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.

Benjamin Michaelson,
Judge

LIBER 70 PAGE 526

IN THE MATTER OF THE	*	NO. 10,132 EQUITY
MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
ANNA MARIE LORENZ, DIVORCED	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * *

PETITION TO DOCKET MORTGAGE FORECLOSURE

Filed 18 Dec. 1930.

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.

William W. Townshend, Jr.;
Attorney named in Mortgage
Towns-Worth Building
South Street
Annapolis, Maryland

MORTGAGE

$1.10

No. 10,132 Equity

LIBER 710 PAGE 528

THIS MORTGAGE, Made this nineteenth day of August, A. D. 19 47, by and between

ANNA MARIE LORENZ, divorced,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor is justly indebted to the Mortgagee, on a promissory note of even date herewith, payable one year after date in the principal sum of One Thousand Dollars ($1,000.00), with interest from date at the rate of five per centum (5%) per annum, on the unpaid principal until paid, principal and interest being payable at the office of The Annapolis Banking and Trust Company of Annapolis, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Twenty-five Dollars ($25.00) including interest, commencing on the nineteenth day of September, 1947, and on the nineteenth day of each and every month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the nineteenth day of August, 1948; the Mortgagor reserves the right to make payments in excess of the stipulated monthly payments in any amount on any interest date, and interest on any amount so paid shall abate; and,

Filed 10 Nov. 1947

WHEREAS, the parties hereto have agreed that this mortgage shall be executed for the purpose of securing the payment of said note, and,

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

NOW 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 Mortgagee, its successors and assigns, in fee simple, all those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Being Lots Nos. 745, 746, 747, 748, 769, 770, 771 and 772, together with the right, title and interest of the Mortgagor, if any, in and to that portion of the roads, streets, or avenues immediately adjoining said premises as designated and delineated on the plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," Sheet No. 1, filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. 3, folio 20.

BEING the same property conveyed to the within named Mortgagor by Ferdinnand Lorenz, divorced, by deed dated May 1, 1947 and left for recording among the Land Records of Anne Arundel County on May 10, 1947.

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 said Mortgagee, its successors and assigns, in fee simple; subject, however, to restrictions of record.

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, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall 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 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 right 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 all taxes, assessments, water rates and other governmental or municipal charges, fire 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 hereinbefore specifically mentioned and shall be secured by this mortgage.

2. 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.

3. 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 One Thousand----------Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. 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.

5. 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.

6. 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.

7. 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, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., 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, 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 said 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 One Hundred---- Dollars ($100.00--) 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 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, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants 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 said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal 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, 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:

Susan Tillson ..... Susan Tillson

Anna Marie Lorenz ..... [SEAL]
Anna Marie Lorenz

..... [SEAL]

..... [SEAL]

..... [SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this nineteenth day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

ANNA MARIE LORENZ, divorced,

the above named Mortgagors, and she acknowledged the foregoing mortgage to be her act.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney 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 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.

Susan Tillson
Susan Tillson Notary Public.

Recorded-19th-Aug.-1947-at-3:05-P.M.

MORTGAGE

ANNA MARIE LORENZ, divorced,

TO

The Annapolis Banking and Trust Company

Filed for Record 19 Day of Aug 1947 at 3:00 P.M. and the same day recorded by the J.H.R. No. 426 Fol. 107 Records of Anne Arundel County

Wm. W. Townshend, Jr.
Attorney at Law
Annapolis, Maryland

IN THE MATTER OF THE * NO. 10,132 EQUITY
MORTGAGED REAL ESTATE OF * IN THE CIRCUIT COURT
ANNA MARIE LORENZ, DIVORCED * FOR
* ANNE ARUNDEL COUNTY
*

* * * * * * * * * *

STATEMENT OF MORTGAGE CLAIM

Filed 18 Dec., 1950

Amount of Mortgage from Anna Marie Lorenz, divorced, to The Annapolis Banking and Trust Company, a body corporate, duly incorporated under the Laws of the State of Maryland, dated August 19, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 426, Folio 107. . . . . $300.56

Interest thereon from May 19, 1950, to January 16, 1951.(7 months, 27.days). 9.83

$310.39

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16th day of December, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret B Hendrix
Margaret B. Hendrix, Notary Public

MARGARET B. HENDRIX NOTARY PUBLIC ANNE ARUNDEL CO., MD.

G 22056

LIBER 70 PAGE 533

No. 10,132 Equity

✓

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., Attorney-Named-In-Mortgage, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, 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 ONE THOUSAND ($1,000.00) 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 3rd day of January, 1951.

Filed 9 Jan., 1951.

WHEREAS by virtue of a power of sale contained in a mortgage from Anna Marie Lorenz, divorced, to The Annapolis Banking and Trust Company bearing date on or about August 19, 1947, the said William W. Townshend, Jr., Attorney-Named-in Mortgage, 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 principal and interest aforesaid, and the said William W. Townshend, Jr., Attorney-Named-in-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 W. Townshend, Jr., Attorney-Named-in-Mortgage, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test:

Margaret B. Hendrix

Virginia Merritt

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr., Attorney-Named-in-Mortgage

GLOBE INDEMNITY COMPANY, a body corporate

BY: John H. Hopkins IV (SEAL)
John H. Hopkins, IV, Attorney-in-fact

Approved this 9 January, 1951.
John H. Hopkins, 3rd, Clerk.

GEORGE SCIBLE - - - LIBER 70 PAGE 534 - - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Real Estate

By virtue of a power of sale contained in a Mortgage from Anna Marie Lorenz, divorced, to The Annapolis Banking and Trust Company, a body corporate, duly incorporated under the Laws of the State of Maryland dated the 19th day of August, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 426, Folio 107, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, January 16, 1951

AT 11 O'CLOCK A. M.

Filed 16 Jan. 1951

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lots No. 745, 746, 747, 748, 769, 770, 771 and 772, together with the right, title and interest of the Mortgagor, if any, in and to that portion of the roads, streets or avenues immediately adjoining said premises as designated and delineated on the plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," Sheet No. 1 filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. 3, Folio 20.

Terms of Sale: A deposit of One Hundred Dollars ($100.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from the date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney Named in Mortgage
Towns-Worth Building
South Street,
Annapolis, Maryland.

Plaintiff Ex 1

I HEREBY CERTIFY that I have this 16th day of January, in the year 1951, purchased from William W. Townshend, Jr., Attorney for The Annapolis Banking and Trust Company named in mortgage, the property known and designated as Lots No. 745, 746, 747, 748, 769, 770, 771 and 772 as designated on the Plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", at and for the sum of

$2100.00

and do hereby agree to comply with the terms of the sale.

Finar Sandvik
Loretta L Sandvik
PURCHASER

FINAR SANDVIK
LORETTA L. SANDVIK

Filed 16 Jan., 1951

THIS IS TO CERTIFY that I have this 16th day of January, in the year 1951, sold the property described by said advertisement and more particularly known and designated as Lots No. 745, 746, 747, 748, 769, 770, 771 and 772 as designated on the Plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", at and for the sum of

$2100.00

being then and there the highest bidder for said property.

George Scible
George Scible, Auctioneer

IN THE MATTER OF THE	*	NO. 10,132 EQUITY
MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT
ANNA MARIE LORENZ, DIVORCED	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Anna Marie Lorenz, divorced, to The Annapolis Banking and Trust Company, a body corporate, duly incorporated under the Laws of the State of Maryland, dated the 19th day of August, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 426, Folio 107, the said William W. Townshend, Jr., Attorney named in the aforesaid 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 published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, January 16, 1951, at 11 o'clock A.M., and then and there sold the said property to Finan Sandvik and Lonetta Sandvik, his wife at and for the sum of $2700.00 Dollars, being at that figure the highest bidder therefor, said property being the following: ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lots

Filed 16 Jan., 1951

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Nos. 745, 746, 747, 748, 769, 770,771,772, together with the right, title and interest of the Mortgagor, if any, in and to that portion of the roads, streets or avenues immediately adjoining said premises as designated and delineated on the plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," Sheet No. 1 filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. 3, Folio 20.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has alos required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A deposit of One Hundred Dollars ($100.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16th day of January in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, 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 Notarial Seal.

Margaret B. Hendrix, Notary Public

MARGARET B. HENDRIX NOTARY PUBLIC ANNE ARUNDEL CO., MD.

ORDER NISI

LIBER 70 PAGE 538

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF
ANNA MARIE LORENZ, DIVORCED
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,132 Equity

Filed 16 Jan., 1951

Ordered, this 16 day of January, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28 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 28 day of February next.

The report states that the amount of sales to be $ 2100.00.

John H. Hopkins, 3rd. Clerk.

True Copy,

LIBER 70 PAGE 539

MORTGAGED REAL ESTATE OF	*	IN THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
ANNA MARIE LORENZ	*	NO. 10,132 EQUITY

* * * * *

EXCEPTIONS TO RATIFICATION OF SALE

* * * * *

Filed 27 Feb, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Mortgagor, Anna Marie Lorenz, by Noah A. Hillman, her Solicitor, hereby excepts to the ratification of the sale of the mortgaged premises described in these proceedings, and for cause thereof shows:

1. That the property was inadequately advertised and was grossly misleading in that the hand-bills distributed fail to indicate that there are any improvements on the lots.

2. That the advertisement appearing in the newspaper was misleading and did not fairly show the property being sold.

3. That the property is improved and, had it been so advertised, the same would have brought a higher price than $ 2,100.00 which is grossly inadequate.

4. And for other reasons to be shown at the hearing hereof.

Noah A. Hillman
Solicitor for Exceptant

I hereby certify, that on this 27th day of February, 1951 I mailed a copy of the foregoing Exceptions to Ratification of Sale to William Townshend, Esq., Attorney named in Mortgage.

Noah A. Hillman
Solicitor for Exceptant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 70 PAGE 540

FFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Filed 27 Apr., 1951.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,132 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ANNA MARIE LORENZ, DIVORCED.

Ordered, this 16th day of January, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of February next.

The report states that the amount of sales to be $2100.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

f-8

No. MG. 3569

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 26, 1951

We hereby certify, that the annexed

Order Nisi - Equity 10,132

Mortgage Sale

Anna Marie Lorenz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of February, 1951. The first insertion being made the 18th day of January, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

LIBER 70 PAGE 541

FFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1951

We hereby certify, that the annexed

Attorney's Sale - Real Estate

Anna Marie Lorenz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of January, 1951. The first insertion being made the 21st day of December, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

Filed 28 Apr, 1951.

ATTORNEY'S SALE
— OF —
VALUABLE IMPROVED
REAL ESTATE

By virtue of a power of sale contained in a Mortgage from Anna Marie Lorenz, divorced, to The Annapolis Banking and Trust Company, a body corporate, duly incorporated under the Laws of the State of Maryland dated the 10th day of August, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 420, Folio 107, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 16, 1951
AT 11 O'CLOCK A. M.

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 745, 746, 747, 748, 769, 770, 771, and 772, together with the right, title and interest of the Mortgagor, if any, in and to that portion of the roads, streets or avenues immediately adjoining said premises as designated and delineated on the plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," Sheet No. 1 filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. 3, Folio 20.

Terms of Sale: A deposit of One Hundred Dollars ($100.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
WILLIAM W. TOWNSHEND, JR.,
ATTORNEY NAMED IN MORTGAGE
TOWNS-WORTH BUILDING
SOUTH STREET,
ANNAPOLIS, MARYLAND.
GEORGE SCIBLE, Auctioneer.

j-11

No. MG.....

In the matter of the mortgaged	(	No. 10132 Equity.
real estate of Anna Marie	(	In the Circuit Court for
Lorenz.	(	Anne Arundel County.

The mortgagor has excepted to the ratification of the sale made by William W. Townshend, Jr. Esq., the attorney named in the mortgage of Anna Marie Lorenz to The Annapolis Banking and Trust Company, dated August 19, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 426, folio 107 etc.

The reasons assigned are that the advertisement was insufficient and misleading and the price was grossly inadequate.

Testimony was taken in open Court on April 26, 1951, and showed that the mortgagor owned four front and four back lots along the Mayo Road, in Woodland Beach. The lots are improved by a frame dwelling, a garage and cabins. The property is assessed at $1990.00. The bidders were a Mr. Smith, the agent of the Bank, who stopped bidding at $1600.00. The other bidders were Wilmer Smith, a real estate agent, whose high bid was $2075.00, and Einar Santvik, who was the highest bidder at $2100.00. Wilmer Smith testified the property is in need of repair. Both men learned of the sale by the advertisement which appeared in the newspaper. The advertisement in the newspaper was headed "Attorney's Sale of Valuable Improved Real Estate", and then described the land according to the description contained in the mortgage. It did not state what the improvements were. The hand-bill left out the word "improved." The sale was held at the Court House Door on Tuesday, January 16, 1951, at eleven o'clock, A.M.

In the Preske v. Carroll case, 178 Md. 543, it was held that the failure of the notice of sale to mention or properly describe the improvements on the premises may be sufficient grounds for vacating the sale if shown to be prejudicial, but such a result will not follow in the absence of evidence that the omission misled any one or had a prejudicial effect.

Filed 3 May, 1951.

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In this case there is no evidence that any prospective purchasers were misled by the advertisement or had any doubt as to what was offered for sale. There is also no evidence that competition for the purchase of the property was diminished by the character of the advertisement.

The Court of Appeals in Preske v. Carroll, supra, said that, under the maxim that "he who seeks equity must do equity," "no exceptant to a sale is entitled to obtain the aid of a Court of Equity unless he offers to pay a higher price for the property, or at least gives assurance that some other person would be likely to do so, even though there may be some irregularity in the conduct of the sale."

"The Court, in foreclosure proceedings, should not set aside a reported sale and order a resale as a mere experiment, but only when it is reasonably probable that a better price could be obtained at another sale." Preske v. Carroll, supra.

It is also alleged that the property was sold for an inadequate price, but there is no proof that the price is so grossly inadequate and inordinate as to shock the conscience, and raise the presumption of unfairness, mistake, or fraud in the conduct of the sale.

There is in this case no evidence which would justify the Court in setting the sale aside and the exceptions must be overruled.

Chief Judge.

Filed 3 May, 1951.

For the reasons set forth in the aforegoing opinion, it is this third day of May, in the year nineteen hundred and fifty-one, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that the exceptions filed herein on February 27, 1951, be, and the same are hereby overruled; and it is further ordered that the sale made and reported by the Attorney named in the mortgage, be, and the same is hereby, finally ratified and confirmed, no sufficient cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi

passed in this cause; and the Attorney named in the mortgage is allowed the commissions provided in the mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Chief Judge.

IN THE MATTER OF THE MORTGAGED	*	NO. 10132 EQUITY
REAL ESTATE OF ANNA MARIE	*	IN THE CIRCUIT COURT
LORENZ	*	FOR
	*	ANNE ARUNDEL COUNTY

****

PETITION FOR COUNSEL FEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of William W. Townshend, Jr., attorney named in the mortgage respectfully shows:

1. That your Petitioner instituted foreclosure proceedings, sold real estate mentioned in the proceedings, filed report of sale and order of NiSi on sale as will more fully appear by reference to the aforementioned proceedings.

2. That the Mortgagor through her attorney, Noah A. Hillman, filed exceptions to the ratification of sale, which exceptions were heard in an open Court on April 26, 1951.

3. That the Honorable Judge Boylan on May 3, 1951, Ordered that the exceptions be overruled and that the sale reported by the attorney named in the mortgage be ratified and confirmed.

4. Although your Petitioner will receive by way of commissions approximately Eighty Dollars ($80.00), this sum does not represent adequate compensation for loss of time in hearing the exceptions filed at the instance of the Mortgagor.

WHEREFORE, your Petitioner prays this honorable Court to pass and order allowing your Petitioner a reasonable fee for his services.

AND, as in duty bound, etc.

William W. Townshend, Jr.

William W. Townshend, Jr.,
Attorney named in mortgage.

Filed 3 May, 1951

LIBER 70 PAGE 546

ORDER OF COURT

Filed 3 May, 1951.

Upon the foregoing Petition and Certificate of Counsel, it is by the Circuit Court for Anne Arundel County in Equity, this 3d day of May, 1951, ORDERED that William W. Townshend, Jr. be, and he is, allowed the sum of Twenty-five Dollars as a fee for legal services rendered in the foregoing case.

Benjamin Michaelson
Judge

CERTIFICATE OF COUNSEL

The undersigned, members of the Anne Arundel County Bar, being familiar with the services rendered by the Petitioner, certify that a fee of Seventy Five $75.00 Dollars represents a fair and reasonable compensation for the services rendered.

[illegible signature]

[illegible signature]

Edward G. Laney

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~XXX~~
Anna Marie Lorenz,
divorced

In the
Circuit Court
For
Anne Arundel County
No. 10,132 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 7 May, 1951.

May 7, 1951

All of which is respectfully submitted.

Laura K. Jacklosig
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Anna Marie Lorenz, divorced in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	96	00	196	00
To Attorney 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	28	25		
Katharine H. McCutchan - stenographer	2	50		
Auditor - stating this account	9	00	59	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	20	00		
Wm. W. Townshend, Jr. - fee for legal services (Order 5/3/51)	25	00		
One-half Federal revenue stamps	1	38		
One-half State revenue stamps	1	37		
Margaret B. Hendrix - notary fees	1	00	112	44
To Attorney for Taxes, viz:				
1950 State and County taxes	45	31		
1951 State & County taxes ($42.35-adj.)	1	88	47	19
To Annapolis Banking & Trust Co., mortgagor- in full for mortgage claim filed	310	39	310	39
To Anna Marie Lorenz, mortgagor - this balance	1,387	56	1,387	56
			2,113	33

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1951					
Jan.	16	Proceeds of Sale	2,100	00	
		Interest on deferred payment - one month ten days	13	33	2,113 33
					2,113 33

ORDER NISI

LIBER 70 PAGE 551

In the Matter of the Mortgaged Real Estate of Anna Marie Lorenz, divorced

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,132 Equity.

Filed 7 May, 1951.

ORDERED, This 7 day of May, 19 51, 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 11 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 11 day of June next.

John H. Hopkins, 3rd, Clerk.

Filed 7 Jan., 1952.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,132 Equity
In The Matter Of The Mortgaged Real Estate of ANNA MARIE LORENZ, Divorced.

Ordered, this 7th day of May, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.

m-24

OFFICE OF
Maryland Gazette
Published by
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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1951

We hereby certify, that the annexed Order - Nisi - Auditors Account Equity - 10,132 Anna Marie Lorenz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of June, 1951. The first insertion being made the 10th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. MG. 1720

IN THE MATTER OF THE SALE	:	NO. 10,132 EQUITY
		IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	
		FOR
OF ANNA MARIE LORENZ	:	ANNE ARUNDEL COUNTY

:::::::

PETITION FOR WRIT OF HABERE FACIAS POSSESSIONEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Einar Sandvik and Loretta L. Sandvik, his wife, respectfully represents unto Your Honors:

FIRST: That on the 16th day of January, 1951, your petitioners became the purchasers of the property mentioned in these proceedings which was sold by William W. Townshend, Jr., attorney named in the mortgage.

SECOND: That said sale was duly reported to and finally ratified and confirmed by this Court on May 3, 1951.

THIRD: That on May 3, 1951, your petitioners paid the balance of the purchase price to the aforesaid attorney named in the mortgage and received therefor a deed to said property, which has been duly recorded among the Land Records of Anne Arundel County.

FOURTH: That Anna Marie Lorenz, mortgagor, continues to remain upon the said property and is still in possession thereof, and refuses to give up the same, although possession has been demanded of her by your petitioners.

WHEREFORE, your petitioners pray that an order may be passed by this Honorable Court requiring the said Anna Marie Lorenz to give up and deliver to your petitioners full possession of the mortgaged premises mentioned in these proceedings and sold to your petitioners.

AND AS IN DUTY BOUND, ETC.

Einar Sandvik

Einar Sandvik

Loretta L. Sandvik

Loretta L. Sandvik
Petitioners

Filed 17 May, 1951.

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LIBER 70 PAGE 553

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared EINAR SANDVIK and LORETTA L. SANDVIK, his wife, the within petitioners, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ORDER OF COURT

ORDERED this 18th day of May, 1951, by the Circuit Court for Anne Arundel County in Equity upon the aforegoing petition and affidavit, that Anna Marie Lorenz, on being served with a copy of this order, forthwith deliver up to the said Einar Sandvik and Loretta L. Sandvik, his wife, the mortgaged premises mentioned and described in the proceedings in this cause and sold by William W. Townshend, Jr., attorney named in the mortgage, to the said Einar Sandvik and Loretta L. Sandvik, his wife, unless cause to the contrary be shown within twenty days of the service of a copy of this petition and order on the said Anna Marie Lorenz.

Benjamin Michaelson
Judge

Filed 18th May, 1951.

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LIBER 70 PAGE 554

SHERIFF'S OFFICE
ANNE ARUNDEL COUNTY

ANNAPOLIS, MD.

IN THE MATTER OF THE SALE

OF THE MORTGAGED REAL ESTATE

OF ANNA MARIE LORENZ

IN THE CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY

Equity No. 10,132

Rec'd Petition for Writ of Habere Facias Possessionem rec'd on May 19, 1951. + Court order

Returnable: - - - -

Sheriff's Return: Summoned Anna Marie Lorenz this 21st day of May 1951 by leaving with her a copy of Petition and Court order.

Signed: Joseph W. Allen, Jr.
Sheriff of A. A. County

Costs: $1.45

IN THE MATTER OF THE SALE	:	NO. 10,132 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
ANNA MARIE LORENZ	:	ANNE ARUNDEL COUNTY

:::::::

WRIT OF HABERE FACIAS POSSESSIONEM

STATE OF MARYLAND

TO JOSEPH W. ALTON, JR., SHERIFF OF ANNE ARUNDEL COUNTY, GREETINGS!

WHEREAS, by a power of sale contained in a mortgage from Anna Marie Lorenz to The Annapolis Banking and Trust Company dated August 19, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 426, folio 107, William W. Townshend, Jr., attorney named in said mortgage, made sale of certain real estate situate in Anne Arundel County and described as follows:

All those lots of ground situate, lying and being in the First Election District of Anne Arundel County and described as being Lots Nos. 745, 746, 747, 748, 769, 770, 771 and 772, as designated and delineated on the plat entitled: "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6.

Filed May 18, 1951

Being the same property which was conveyed to the said Anna Marie Lorenz by Ferdinnand Lorenz, etc., by deed dated May 1, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 404, folio 450.

and WHEREAS, William W. Townshend, Jr., attorney named in said mortgage, did make the said sale of said property to a certain Einar Sandvik and Loretta L. Sandvik, his wife, which sale has been ratified by the Circuit Court for Anne Arundel County aforesaid; and the said Einar Sandvik and Loretta L. Sandvik, his wife, have obtained a deed from said attorney for

the property above mentioned; and

WHEREAS, by a subsequent decree or order made and passed in the said cause on the 12th day of June, 1951, it was adjudged and ordered that the said Anna Marie Lorenz, who held possession of the said real estate, should deliver possession of the same to the said Einar Sandvik and Loretta L. Sandvik, his wife, and that the writ of habere facias possessionem issue against the said Anna Marie Lorenz to require her to deliver possession of the same; and

WHEREAS, it is represented to the said Court that the service of the petition and copy of the order of said Court was made at the residence of the said Anna Marie Lorenz by being left in her hands, with which order of Court the said Anna Marie Lorenz has absolutely refused to comply; and the said Einar Sandvik and Loretta L. Sandvik, his wife, have applied to us in our Court here for additional process to enforce said decree.

KNOW YE THEREFORE: That to complete and carry into full effect the decrees aforesaid, we have given and from this date do give to you full power and authority to the said real estate situate in Anne Arundel County aforesaid and in the decrees and order aforesaid mentioned and expressed, to approach and enter, and from thence the said Anna Marie Lorenz, as well as all and every other person or persons in possession of said real estate against the form and effect of the said decrees and order aforesaid you remove, and the said Einar Sandvik and Loretta L. Sandvik, his wife, in full, quiet and peaceful possession of all and singular the premises aforesaid, and from time to time, as often as necessary, you put and place, and the said Einar Sandvik and Loretta L. Sandvik, his wife, being put and placed in possession, you protect and keep quiet; and we, therefore, command you that immediately after the receipt of this writ, to the said real estate aforesaid you approach and enter, and the said Anna Marie Lorenz, as well as all and every other person or persons in possession of the premises against the form and effect of the decrees and order aforesaid, from the

possession thereof you remove, and to the said Einar Sandvik and Loretta L. Sandvik, his wife, the full, peaceable and quiet possession of all and singular the premises you deliver, put and place, and so, from time to time, as often as necessary, and the said Einar Sandvik and Loretta L. Sandvik, his wife, being so put in possession, you preserve, keep and continue and cause to be preserved, kept and continued according to the true intent of the decrees aforesaid and order aforesaid and of this writ.

WITNESS the Honorable James E. Boylan, Jr., Chief Judge of the Circuit Court for Anne Arundel County in Equity the 4 day of June, 1951.

Issued 12 day of June, 1951.

John H. Hopkins, 3rd
Clerk

Found defendant moved from premises.

Joseph W. Alton, Jr. 23
Sheriff

IN THE MATTER OF THE SALE	:	NO. 10,132 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
ANNA MARIE LORENZ	:	ANNE ARUNDEL COUNTY

:::::::

PETITION TO MAKE SHOW CAUSE ORDER
AND WRIT OF HABERE FACIAS POSSESSIONEM FINAL
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Einar Sandvik and Loretta L. Sandvik, his wife, respectfully represents unto Your Honors:

FIRST: That on the 18th day of May, 1951, this Honorable Court passed an order upon the petition of your petitioners in the above-entitled cause that Anna Marie Lorenz, the occupant of the premises involved in the above proceedings, forthwith deliver up to the said Einar Sandvik and Loretta L. Sandvik, his wife, the said premises, unless good cause to the contrary be shown by her within 20 days of the service of a copy of the petition and order upon the said Anna Marie Lorenz.

SECOND: That a copy of the petition and order was served upon the said Anna Marie Lorenz on the 21st day of May, 1951; and no good cause or any cause whatsoever to the contrary has been shown by her, although more than 20 days have passed since said service.

THIRD: That the said Anna Marie Lorenz is still in possession of the premises and has not delivered them up to your petitioners.

WHEREFORE, your petitioners pray that an order may be passed making the aforementioned show cause order absolute, and that a writ in the nature of habere facias possessionem be issued.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Petitioners

Filed 11 June, 1951

ORDER OF COURT

Filed 12 June, 1951.

It appearing to the Court that a certified copy of the petition and order mentioned in the aforegoing petition was served on the said Anna Marie Lorenz, and no good cause to the contrary having been shown, although the time in said order allowed for showing cause has elapsed, it is ordered by the Circuit Court for Anne Arundel County in Equity this 12th day of June, 1951, that the order of May 18, 1951, be made absolute, and that a writ in the nature of habere facias possessionem issue in accordance with the prayer of the petitioners.

Benjamin Michaelson
Judge

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Filed 7 Jan., 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of January, 1952, 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.

Benjamin Rochelson
Judge

LIBER 70 PAGE 560

George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant, 507-70th Pl., Seat Pleasant, Md.	:	No. 9953 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant, 507-70th Pl., Seat Pleasant, Md.	:	Anne Arundel County

: : : : : : : : : : : : : : :

Filed May 16, 1950

PETITION OF GUARDIAN

To the Honorable, the Judge of said Court:

The petition of George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, respectfully shows:

1.

That Marilyn Hardesty, an infant, was seized and possessed of Lot No. 44 on a plat of "Cloverlea", which said lot was awarded her in a partition proceedings in the Circuit Court for Anne Arundel County, the same being No. 7157 Equity, wherein Emanuel E. Collison, et al, were plaintiffs, and Thomas K. Hardesty, et al, were defendants, a certified copy of said decree being filed herewith as Petitioner's Exhibit No. 1 and is prayed to be taken as part and parcel of this petition as fully as though the same were incorporated herein at length.

2.

That being so seized and possessed of Lot No. 44 as aforesaid, the said Marilyn Hardesty married one Charles Thomas Stommel, also an infant.

3.

That on the 3rd day of April, 1950, George K. Hardesty as father and next of friend of Marilyn Hardesty Stommel and next of friend of Charles Thomas Stommel, her husband, executed a contract

with Abraham S. Gibble and Catherine Gibble, his wife, to sell the aforesaid Lot No. 44 at Cloverlea to them for the sum of Seven Hundred Fifty ($750) Dollars, the sum of One Hundred ($100) Dollars in cash being paid upon the signing of the contract and the balance of Six Hundred Fifty ($650) Dollars to be paid in cash upon the confirmation and ratification of the contract of sale by the Circuit Court for Anne Arundel County as will more fully appear by reference to the original contract filed herewith as Petitioner's Exhibit No. 2.

4.

That the contract price is fair and reasonable and it would be for the benefit and advantage of the infants in this cause that a decree for the ratification of the sale should be passed as the lot in question is unimproved.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court confirming and ratifying the contract mentioned in this petition.
2. And for such other and further relief as this case may require.

May it please your Honor to grant unto your Petitioner the writ of subpoena, directed to the said Defendants and the father George K. Hardesty, commanding said infants 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.

George B. Woelfel

George D. Woelfel
Solicitor for Petitioner
9-11 School Street
Annapolis, Md.

#9953

Emanuel E. Collison, et al.,	:	No. 7157 Equity
Vs.	:	In The Circuit Court
Thomas K. Hardesty, et al.	:	For
	:	Anne Arundel County.

.....

This cause standing ready for hearing and being submitted and no exceptions having been taken to the return of the commissioners appointed to make partition of the real estate mentioned in this cause as allowed by the rules of court, the proceedings were read and considered.

And it further appearing to the Court that the contract for the sale of Lot No. 31 with John W. Schofield is a fair and reasonable one and that it would be for the benefit and advantage of all parties concerned including the infants in these proceedings, that the said contract should be ratified and confirmed and that a trustee should be appointed to collect the balance of the purchase price thereon as well as the balance of the money due on Lots Nos 18, 19, 20 and 30 and that the contracts for the sale of these four last mentioned lots should likewise be ratified and confirmed especially in view of the fact that the contracts for the last four mentioned lots as shown on a Plat of Colverlea, Anne Arundel County, Maryland, dated June 28th, 1926 byBacharach and Tapkin, Civil Engineers, Baltimore, Maryland, were entered into during the lifetime of Sarah S. Hardesty, when all the parties in interest were adults of full and legal age.

It is thereupon this 23rd day of January, in the year 1937, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that the return of the Commissioners appointed to make partition of the real estate in the proceedings mentioned and the partition thereof by them made, be and the same is hereby finally ratified and confirmed.

And it is further Adjudged, Ordered and Decreed that the

Petitioners' Exhibit No 1.

plaintiff Emanuel E. Collison shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "A", and so allotted in said return, and in the return of the Commissioners described according to a plat of "Cloverlea" made by Bachrach and Tapking, dated June 28th, 1926, a copy of which is filed in these proceedings, as follows:

Lots numbered 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71,73,7879, 80, 81, 82, 83, 84, 4, 8, 10 and 11 as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff John N. Collison shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "B", and so allotted in said return , being described therein accroding to the plat aforesaid, as follows:

Lots mumbered 123, 124, 125, 126, 127, 138, 139, 140, 141, 142, 143, 144, 145, 164,165,166,167,168, 169, 170, 171, 172, 173, 174,, 16, 17, 25 as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff Thomas E. Collison shall hold in fee simple in severalty and not jointly or in common with the other parties of this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "C", and so allotted in said return, being described therein accroding to,the plat aforesaid, as follows:

Lots Numbered-85, 86, 87, 97, 98, 99, 100, 101 102, 103, 104, 105, 106, 107, 108, 109, 110, 118, 119, 120, 121, 122, 152 153, 154, 26, 27, 33, 34, 35,, as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and decreed that the plaintiff Eva Carr Suite shall hold in fee simple in severalty

and not jointly or in common with other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "D" and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 146, 147, 148, 149, 150, 151, 155, 156, 157,158,159 160, 161, 162, 163, 175, 176, 177, 178, 179, 180, 181, 182, 183, 12, 14, 15, 32, as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff George K. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit. all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "E" and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots Numbered 36, 48, 49, 50, 51, 52, 54, 55, 88, 89, 90, 129, 130,. and 131 as laid out in the aforementioned plat

And it is further Adjudged, Ordered and Decreed that the plaintiff George K. C. Hardesty, shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all thos lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "F", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots Numbered 37, 40, 53, amd 137 as laid out in the plat,

And it is further Adjudged, Ordered and Decreed that the plaintiff Vernon W. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of said Commissioners in Exhibit "G", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots Numbered 41, 42, 132, 133, as laid out in the plat

And it is further Adjudged, Ordered and Decreed that the degendant Thomas K. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of said Commissioners in Exhibit "H", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 38, 39, 91, 93, 94, 95, and 96 as laid out in the plat aforementioned.

And it is further Adjudged, Ordered and Decreed that the defendant Marilyn C. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of said Commissioners in Exhibit "I", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 43, 44, 92, 128, 134, 135 and 136 as laid out in the plat aforementioned.

And it is further Adjudged, Ordered and Decreed that the contract of sale with Wesley L. Schofield and wife dated May 8th,1934, for the sale of Lot No. 30 as shown on the Plat of Cloverlea, Anne Arundel County,Maryland,dated June 28th, 1926,by Bacharach and Tapking, Civil Engineers, Baltimore, Maryland, be and the same is hereby finally ratified and confirmed and that George B. Woelfel be and he is hereby appointed trustee in this cause to collect from Thomas E. Collison, the sum of $219.47 on account of the purchase price of Lot No. 30 in accordance with the statement of said Thomas E. Collison and upon the payment of the balance of the purchase price, to wit: $157.20 to the Trustee with the interest at the rate of 6% on the balance due and not before, the said Trustee shall execute and deliver to the said purchaser Wesley L.Schofield and wife a good and sufficient deed for the said Lot No.30 as shown on the plat of Cloverlea as aforesaid conveying to them all the right, title, interest and estate of the parties to this cause or of those

claiming by, from or under them or either of them in said lot.

And it is further Adjudged, Ordered and Decreed that the contract for the sale of Lot No. 31 as shown on the plat of Cloverlea as aforesaid with John W. Schofield be and the same is hereby finally ratified and confirmed and that George B. Woelfel,Trustee as aforesaid shall collect from Thomas E. Collison, the sum of $45 on account of the purchase price of said Lot No. 31 in accordance with the statement of said Thomas E. Collison and upon the payment of the balance of the purchase price, to wit: $257.40 to the Trustee with interest at the rate of 6% on the balance due and not before, the said Trustee shall execute and deliver to the said purchaser John W. Schfield a good and sufficient deed for the said Lot No. 31 as shown on the plat of Cloverlea as aforesaid conveying to him all the right, title, interest and estate to the parties to this cause or of those claiming by, from or under them or either of them in said lot.

And it is further Adjudged, Ordered and Decreed that the contract for the sale of Lots Nos. 18, 19 and 20 as shown on the Plat of Cloverlea made with Edwin P. and Donald Pitts be, and the same is hereby finally ratified and confirmed and that George B. Woelfel, Trustee as aforesaid be and he is hereby authorized and directed to collect from Emanuel Collison the sum of $236.81 in accordance with his statement and he is to collect the sum of $1552.50 with interest thereon at the rate of 6% from September 15th 1936, and upon payment of this balance and not before, the said Trustee shall execute and deliver to the said purchasers Edwin P. Pitts and Donald Pitts, his son, a good and sufficient deed for the said Lots Nos. 18, 19 and 20 as shown on the plat of Cloverlea as aforesaid conveying to them all the right, title, interest and estate of the parties to this cause or of those claiming by, from or under them or either of them in the said lots.

BUT before the said George B. Woelfel shall proceed to act as such trustee under this decree he shall first file with the

Clerk of this Court a good and sufficient bond in the penal sum of two ($2000.00) thousand dollars with surety or sureties to be approved by this Honorable Court or the Clerk thereof conditioned that he shall faithfully perform and execute the trust reposed in him by any future decree or order in the premises and the said Trustee shall immediately pay to the Clerk of this Honorable Court the total amount he has collected on account of the costs hereof and after the payment of all the costs in this proceedings the Trustee shall report the same to this Court and receive further instructions as to further disbursements of the funds he shall receive.

And it is further Ordered that the Clerk of this Court be, and he is hereby authorized and directed to enter in this case as a part of the costs and so tax the same, the sum of $70.00 for the payment of the commissioners together with the additional sum of $363.00 as counsel fees.

Linwood L. Clark A.J.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify that the foregoing is a true copy Final Decree filed in No. 7157 Equity 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 15th day of May, A. D. 1950.

John H. Hofstine 3rd Clerk.

LIBER 70 PAGE 569

CONTRACT OF SALE

This Agreement, made this 3rd day of April, 1950, between George K. Hardesty, father and next friend of Marilyn Hardesty Stommel, for and on behalf of Marilyn Hardesty Stommel and Charles Thomas Stommel, and Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, all of whom are hereinafter designated as the parties of the first part, and Abraham S. Gibble and Catherine Gibble, his wife, hereinafter designated as the parties of the second part

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter do hereby purchase from the former the following described property, situated and lying in the First Election District of Anne Arundel County:

"Beginning for the same at an iron pipe set on the North side of a 20 foot road running between Lots 48 and 43 and 44, as shown on a plat of Cloverlea recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod V, Plat 6; said pipe being located where the division line between Lots 43 and 44 intersects the North side of said road; thence leaving said road and running with said division line, as now established, North 47°11' West, 118.3 feet to a point on the cove of Cadle Creek; thence with the waters edge of said cove, North 43°10' East, 26 feet and North 19°15' East, 44 feet, more or less, to a point; thence leaving the waters edge and running South 52°54'30" East, 103 feet to a pipe set on the West side of the aforementioned road; thence South 18°13' East, 59.16 feet to where said road makes a right angle turn; thence with the aforementioned North side of said road, South 66°17' West, 50 feet to the place of beginning.

Being known as LOT 44, as shown on the above-mentioned plat of CLOVERLEA, and as now surveyed by J.R. McCrone,Jr., Registered Professional Engineer and Land Surveyor in March, 1950."

at and for the price of Seven Hundred Fifty ($750.00) Dollars, of which One Hundred ($100.00) Dollars have been paid prior to the signing hereof and the balance is to be paid as follws: Six Hundred Fifty ($650.00) Dollars in cash upon the confirmation and ratification of this sale by the Circuit Court for Anne Arundel County. And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the vendee's expense by the vendor, which shall convey the property by a good and merchantable title to the vendee, being the aforesaid parties of the second part, Abraham S. Gibble and Catherine Gibble, his wife. Taxes and other expenses

Petitioners Exhibit No. 2

to be paid by the vendor, being the aforesaid parties of the first part, to the day of sale, and the cost of United States Revenue Stamps and State of Maryland Revenue Stamps to be equally divided between the parties.

Witness our hands and seals:

Witness:

Thomas K. C. Hardesty
507 - 70th Place
Seat Pleasant, Md.

Geo. K. Hardesty

Geo. K. Hardesty

Witness:

Mildred B. Moss

Geo. K. Hardesty (SEAL)
George K. Hardesty, father and next friend of Marilyn Hardesty Stommel, for and on behalf of Marilyn Hardesty Stommel.and Charles Thomas Stommel.

Marilyn Hardesty Stommel (SEAL)
Marilyn Hardesty Stommel

Chas. T. Stommel (SEAL)
Charles Thomas Stommel

Abraham S. Gibble (SEAL)
Abraham S. Gibble

Catherine Gibble (SEAL)
Catherine Gibble

GEORGE K.C. HARDESTY, etc.	:	No. 9953 Equity
	:	In the
vs.	:	Circuit Court
	:	for
MARILYN HARDESTY STOMMEL, etc.	:	Anne Arundel County

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER OF COURT THEREON

To the Honorable, the Judge of said Court:

The petition of the plaintiff, George K.C. Hardesty, respectfully shows:

1.

That on May 16th, 1950, the Sheriff of Anne Arundel County summoned the defendant Marilyn Hardesty Stommel by reading and delivering a copy of the summons and the original petition filed in this cause to the said Marilyn Hardesty Stommel, an infant, and in addition thereto a copy of the process was left with George K. Hardesty, her father.

That on May 16th, 1950, the Sheriff of Anne Arundel County summoned the defendant, Charles Stommel, an infant, husband of Marilyn Hardesty Stommel, by reading and delivering a copy of the summons and the original petition filed in this cause to the said Charles Stommel, and in addition thereto a copy of the process was left with the father-in-law and guardian of Charles Stommel, George K. Hardesty.

2.

That said defendants, Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, being infants cannot answer or defend themselves in this case.

Wherefore, your petitioner prays:

1/ That a Guardian ad litem may be appointed to appear and answer on behalf of the said Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, both infants.

2/ And for such other and further relief as the nature of

Filed May 23 1950

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the case may require.

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel,
Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 19th day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared George B. Woelfel who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial:

Mary M. Hoff
Mary M. Hoff, Notary Public.

Filed May 23" 1950

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 23d day of May, 1950, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED, AND DECREED that J. Henry Zeller be, and he is hereby appointed Guardian ad litem in this case for Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, both infants.

Benjamin Michaelson
Judge.

GEORGE K. C. HARDESTY, etc.	:	No. 9953 Equity
	:	In the
vs.	:	Circuit Court
	:	for
MARILYN HARDESTY STOMMEL, etc.	:	Anne Arundel County

Filed May 27, 1950

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judge of said Court:

The answer of Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, both infants, by J. Henry Zeller, their guardian ad litem, respectfully shows:

1.

That the defendants, Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, being infants, they can neither admit nor deny the allegations of the Bill of Complaint and, therefore, pray the Court to look after their interests.

J. Henry Zeller

J. Henry Zeller,
Guardian ad litem.

LIBER 70 PAGE 574

GEORGE K.C. HARDESTY, etc.	:	No. 9958 Equity
	:	In the
vs.	:	Circuit Court
	:	for
MARILYN HARDESTY STOMMEL, etc.	:	Anne Arundel County

Filed May 31, 1950

PETITION TO TAKE TESTIMONY AND FOR THE APPOINTMENT OF SPECIAL STENOGRAPHER AND ORDER OF COURT THEREON

To the Honorable, the Judge of said Court:

The petition of George K.C. Hardesty respectfully shows:

1.

That heretofore your petitioner has filed his petition as brother and prochein ami of Marilyn Hardesty Stommel and prochein ami of Charles Thomas Stommel, her husband, both infants, seeking the confirmation and ratification of a contract for the sale of a certain Lot No. 44 on a plat of "Cloverlea", which contract was entered into by the said infants as vendors and Abraham S. Gibble and Catherine Gibble, his wife, as vendees.

2.

That ~~George Crowley~~ J. Henry Zeller, acting in his capacity as Guardian ad litem, has filed an answer to the original petition in this cause for and on behalf of the said infants, Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband.

Wherefore your petitioner prays:

(1) That leave may be granted the parties to this cause to take whatever testimony they may desire.

(2) That a special stenographer may be appointed to take down and transcribe the testimony to be given in this cause.

And as in duty bound, etc.

George B. Woelfel,
Solicitor for Petitioner.

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LIBER 70 PAGE 575

ORDER OF COURT

Upon the foregoing petition it is this 1st day of June, 1950, by the Circuit Court for Anne Arundel County ORDERED that leave be, and the same is hereby granted the parties to this cause to take whatever testimony they may desire before any standing examiner of this Court.

And it is further ORDERED by the authority aforesaid that Mary M. Hoff be, and she is hereby appointed special stenographer to take down and transcribe the testimony to be given in this cause without fear, favor or prejudice.

Benjamin Michaelson
Judge.

Filed June 1, 1950

George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant,	:	No. 9953 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant	:	Anne Arundel County

: : : : : : : : : : :

Filed July 11, 1950

TESTIMONY ON BEHALF OF PLAINTIFF

Present:

George B. Woelfel, Solicitor for Plaintiff

Mr. Emanuel Klawans, Examiner

Mary M. Hoff, Special Stenographer, appointed by order of Court dated June 1st, 1950.

J. Henry Zeller, Guardian ad litem.

Witnesses:

T. C. Worthington,..... 2

George K. Hardesty.....3 to 4

Marilyn Hardesty Stommel.....5 to 6

Charles Thomas Stommel.....7

Mr. Clerk:

Please file, etc.

Emanuel Klawans
Examiner

E.K. $4.00
MMH $5.00

T. Carroll Worthington, a witness of lawful age, next being called on behalf of the Plaintiff, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. T. Carroll Worthington, Townsworth Bldg., South St., Annapolis, Maryland.

2. What is your occupation?

A. Realtor.

3. How long have you been engaged in the real estate business?

A. Since 1933.

4. Do you maintain an office in the City of Annapolis?

A. Yes I do.

5. Are you familiar with the prices of real estate in the City of Annapolis and Anne Arundel County?

A. Yes.

6. Are you familiar with Lot No. 44 on the Plat of Cloverlea?

A. Yes, it is a lot approximately 75 x 150 and adjoins Lot No. 43. It is mostly low land and is at the head of Cadle's Creek.

7. Are there any improvements on this lot?

A. No it is vacant.

8. What, in your opinion, is the fair market value of Lot No. 44?

A. $500.

9. Why do you say $500 is the fair market value of Lot No. 44 when you testified in the previous case No. 9954 that $1,000 was the fair market value of Lot No. 43?

A. Lot No. 44 is low and marshy and it would have to be filled in before you could build upon it and that would be very costly.

TCW/ T. Carroll Worthington

George K. Hardesty, a witness of lawful age, next being called on behalf of the Plaintiff, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. George K. Hardesty, 507-70th Place, Seat Pleasant, Md.

2. What relationship exist between you and Marilyn Hardesty Stommel?

A. Father and daughter, I am her father.

3. Do you know of the lots that are owned by Marilyn Hardesty Stommel at Cloverlea?

A. Yes she inherited those lots from her mother's estate.

4. Do you know how many lots she has at Cloverlea?

A. Seven in all.

5. Who is the owner of Lot No. 44?

A. Marilyn Hardesty Stommel, my daughter.

6. Are you familiar with the lots at Cloverlea?

A. Very familiar.

7. State its description?

A. Lot No. 44 is 70 feet front 162 feet deep on one side, 118 feet, more or less, on the other side and approximately 50 feet on the road. This lot borders on the cove of Cadle's Creek but lies at the head of the marsh and is not nearly as valuable as Lot No. 43 as the real estate broker stated it would take a good deal of filling in before it could be used to build a house on.

8. Do you think $750 is a fair price for that lot?

A. I do.

9. Do you think it would be for the benefit and advantage of your infant daughter and her infant husband that this sale should be ratified by the Court?

A. I do.

10. Why do you think it would be for the benefit and advantage of the infants?

A. The couple have just recently become married and my daughter and her husband are living with her husband's father. She has a sufficient amount of lots to sell at Cloverlea which will enable her to buy a decent home and live in the same without any interference from any individuals and I would therefore suggest that the sale as made be approved by this Court.

To the general question under the rule the witness says:

A. My daughter has seven lots at Cloverlea and she plans on keeping two on which to build a home and liquidate the other five.

GKH George K. Hardesty

Marilyn Hardesty Stommel, next being called, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Marilyn Hardesty Stommel, 407-59th Ave., Capitol Hgts., Md.

2. You are the owner of the lot mentioned in this suit?

A. Yes.

3. From whom did you procure this lot?

A. I inherited it from my mother's estate and my mother in turn acquired them from her parents.

4. How many lots do you have at Cloverlea?

A. I have seven.

5. This is the second lot to be sold out of the seven?

A. Yes.

6. How old are you at present?

A. Nineteen.

7. When were you born?

A. September 5th, 1930.

8. How old is your husband at present?

A. Nineteen.

9. When was he born?

A. March 16th, 1931.

10. Do you two desire to sell Lot No. 44 for the sum of $750 to Abraham S. Gibble and Catherine Gibble, his wife?

A. Yes.

11. Do you think it would be to your advantage to sell that lot?

A. I do.

12. Do you think it would be to your husband's advantage to sell that lot?

A. Yes I do.

13. Why do you think it would be to your advantage?

A. It would enable us to buy a home of our own so we could live together away from our in-laws. Whatever rights my husband would have in my lots he would have in my home so none of us would suffer any loss.

14. Are you satisfied to join in a deed with a trustee for this property?

A. Yes.

To the general question under the rule the witness says:

A. No.

MHS Marilyn Hardesty Stewart

Charles Thomas Stommel, next being called, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Charles Thomas Stommel, 407-59th Ave., Capitol Hgts., Md.

2. Do you know Marilyn Hardesty Stommel?

A. Yes she is my wife.

3. State when and where you were married?

A. We were married on May 5th, 1950, in Washington, D.C.

4. Are you and your wife living together?

A. Yes.

5. Where?

A. At my father's residence 407-59th Ave., Capitol Hgts., Md.

6. Are both of you anxious to get a home of your own?

A. Yes.

7. Do you have any means of procuring a home at present?

A. Only by the sale of the lots and use that money toward the payment of a home.

8. Do you think the sale of these lots would be advantageous to your wife and to you both?

A. Yes I do.

9. Why do you say that?

A. Because as stated before the lots in the present condition are of no value to us whereas we could buy a home with the money to a greater advantage.

10. Are you satisfied to join in the deed with your wife and a trustee appointed by the Court?

A. Yes.

11. Do you think $750 is a fair and reasonable price for Lot 44?

A. Yes.

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

A. No.

CTS Charles T. Stommel

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 the request of Plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this 14 day of July, 1950.

Emanuel Klawans (Seal)
Examiner

George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant,	:	No. 9954 Equity
	:	In the
	:	Circuit Court
vs.	:	
	:	for
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant.	:	Anne Arundel County

: : : : : : : : : : : : :

Filed 25th July, 1950.

DECREE OF COURT

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 contract for the sale of Lot No. 44 as shown on the Plat of Cloverlea with Abraham S. Gibble and Catherine Gibble, his wife, is a fair and reasonable one and that it would be for the benefit and advantage of the said infants that the said contract should be ratified and confirmed and that a trustee should be appointed to collect the balance of the purchase price thereon and execute the deed.

It is thereupon this 25th day of July, in the year 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the contract of sale with Abraham S. Gibble and Catherine Gibble, his wife, dated April 3rd, 1950, for the sale of Lot No. 44 as shown on a plat of Cloverlea made by Bacharach and Tapking, Civil Engineers, Baltimore, Maryland, dated June 28th, 1926, and filed July 13th, 1929, among the Land Records of Anne Arundel County in Plat Cab. No. 1, Rod U, Plat No. 6, be, and the same is hereby finally ratified and confirmed and that George B. Woelfel, be, and he is hereby appointed trustee in this cause to collect the balance of Six Hundred Fifty Dollars due on account of said contract and upon the payment of said balance by the purchasers Abraham S. Gibble and Catherine Gibble, his wife, the said Trustee

shall execute and deliver to the said Abraham S. Gibble and Catherine Gibble, his wife, a good and sufficient deed for said Lot No. 44 of Cloverlea conveying to them all the right, title, interest and estate of the parties to this cause or of those claiming by, from or under them or either of them in said lot.

But before the said George B. Woelfel shall proceed to act as such trustee under this decree he shall first file with the Clerk of this Court a good and sufficient bond in the penal sum of One Thousand Dollars, with surety or sureties to be approved by this Court or the Clerk thereof, conditioned that he shall faithfully perform and execute the trust reposed in him by this decree or to be reposed in him by any future decree or order passed in the premises and the said Trustee, upon receipt of the purchase price, shall immediately report the same to this Court and produce his vouchers to the auditor thereof and shall be allowed such commissions as the Court may deem proper after considering the skill, attention and fidelity wherewith he has discharged his trust.

Benjamin Michaelson
Judge

LIBER 70 PAGE 586

TRUSTEE'S BOND

#3Y6076

Filed and approved this 8th day of August, 1950
John H. Hopkins, 3rd, Clerk

Know all men by these presents, that we, George B. Woelfel, as Principal, of Anne Arundel County, and the Globee Indemnity Co. of New York as Surety, duly authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland or its certain attorneys, in the sum of One Thousand Dollars ($1,000.00), for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally, and our respective heirs, executors and administrators, firmly by these presents.

Signed, sealed and dated the 7th day of August, 1950.

The condition of the above obligation is such, that whereas, by Decree of the Circuit Court for Anne Arundel County sitting in Equity, dated July 25th, 1950, in a cause therein pending, wherein George K.C. Hardesty is complainant, and Marilyn Hardesty Stommel et al. defendants, it was among other things ordered, that the contract of sale with Abraham S. Gibble and Catherine Gibble, his wife, dated April 3rd, 1950, for the sale of Lot No. 44 as shown on a plat of Cloverlea filed among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod U, Folio 6, be finally ratified and confirmed and that the above bounden George B. Woelfel be appointed Trustee in this cause to collect the balance of Six Hundred Fifty ($650.00) Dollars due on account of said contract and upon the payment of said balance by the purchasers Abraham S. Gibble and Catherine Gibble, his wife, the said Trustee to execute and deliver to the said Abraham S. Gibble and Catherine Gibble, his wife, a good and sufficient deed for said Lot No. 44 of Cloverlea conveying to them all the right, title and interest of the parties to this cause or of those claiming by, from or under them or either of them in said lot. Now, therefore, the above obligation is such that if the above bounden George B. Woelfel shall well and truly execute the trust reposed in him by this decree or any furure decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue of law.

Globe Indemnity Company
By: [signature]
John H. Hopkins IV, Agent
Attorney-in-fact

[signature] (SEAL)
George B. Woelfel

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George K.C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant	:	No. 9953 Equity
	:	In the
vs,	:	Circuit Court
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant.	:	for
	:	Anne Arundel County

PETITION FOR A FEE AND ORDER OF COURT THEREON

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

That on the 16th day of May, 1950, your Petitioner, on behalf of George K. Hardesty, father and next friend of Marilyn Hardesty Stommel, a married infant, prepared a petition to sell a certain lot of ground therein described to Abraham S. Gibble and Catherine Gibble, his wife, for the sum of Seven Hundred Fifty ($750) Dollars and he prepared the petition for the appointment of a guardian ad litem, the answer of guardian ad litem, the petition to take testimony , examined the witnesses in the taking of the testimony, prepared the petition for the appointment of a special stenographer and order of Court thereon and then prepared the decree and the trustee's bond.

That the said deal has now been consummated and it was understood between the parties that your Petitioner was to receive a fee of one hundred dollars for his services rendered, no other fee being paid.

Wherefore your Petitioner prays:

1. That an order may be passed by this Honorable Court allowing your Petitioner a fee commensurate with his labors, the amount of money involved and the understanding of the parties.

And as in duty bound, etc.

George B. Woelfel
Petitioner

Filed 8 May, 1951.

We, the undersigned, practicing members of the Anne Arundel County Bar, do hereby certify that we have examined the proceedings in this cause and believe one hundred dollars to be a fair and reasonable fee to allow the Petitioner in the premises.

Wm. W. Townshend, Jr.

John H. Hopkins

ORDER OF COURT

Filed 8 May, 1951.

Upon the aforegoing petition and certificate, it is this 8th day of May, in the year 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Auditor in stating the account in this cause allow the Petitioner the sum of One Hundred Dollars for his services rendered herein subject to the usual exceptions.

Benjamin [illegible]

Judge

In the Case of

George K. C. Hardesty, brother and prochein ami of his sister, Marilyn Hardesty Stommel, an infant, et al.

vs.

Marilyn Hardesty Stommel, an infant,
and
Charles Thomas Stommel, her husband, an infant

In the

Circuit Court

For

Anne Arundel County

No. 9953 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

Filed 8 Aug. 1951

August 6, 1951

All of which is respectfully submitted.

Laura K. Eichling
Auditor.

Dr. in ac.

George K. C. Hardesty, brother and prochein ami of his sister, Marilyn Hardesty Stommel, an infant, et al, vs. Marilyn Hardesty Stommel, an infant, and husband

To Trustee for fee in lieu of commissions (Order 5/8/51)	100	00	100	00
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	27	30		
Charles M. Russell - Sheriff's costs	5	80		
J. Henry Zeller - Guardian ad litem's fee	4	00		
Emanuel Klawans - Examiner's fee	4	00		
Mary M. Hoff - stenographer's fee	5	00		
Auditor - stating this account	9	00	65	10
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
T. Carroll Worthington - appraiser's fee	12	50		
J. R. McCrone, Jr. - one-half cost survey	37	50		
Clerk of Court - certified copy of decree	4	00		
Mary M. Hoff - notary fee		50	70	50
To Marilyn Hardesty Stommel, an infant - this balance	514	40	514	40
			750	00

with George B. Woelfel, Trustee Cr.

1950				
July	25	Proceeds of Sale - (Contract dated 4/3/50)	750 00	750 00
				750 00

ORDER NISI

George K. C. Hardesty, brother and prochein ami of his sister, Marilyn Hardesty Stommel, an infant, et al

VERSUS

Marilyn Hardesty Stommel, an infant, and

Charles Thomas Stommel, her husband, an infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9953 Equity.

ORDERED, This 8 day of August, 1951, 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 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 17 day of September next.

John H. Hopkins, 3rd, Clerk

Filed 8 Aug, 1951

FFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1951

We hereby certify, that the annexed Order Nisi No. 9,953 equity - Anne Hardesty Vs Stommel

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 17 day of September, 1951. The first insertion being made the 16th day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie Falls

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,953 Equity
GEORGE K. C. HARDESTY, brother and prochein ami of his sister, MARILYN HARDESTY STOMMEL, an infant, et al,
Vs.
MARILYN HARDESTY STOMMEL, an infant, and CHARLES THOMAS STOMMEL, her husband, an infant.
Ordered, this 8th day of August, 1951, 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 17th 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 17th day of September next.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-30

Filed 18 Sept, 1951

No. MG.....

Filed 18th Sept, 1951.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 1951., 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.

Benjamin Michaelson
Judge.

LIBER 70 PAGE 593

George K. C. Hardesty, etc.	:	No. 9953 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Marilyn Hardesty Stommel, etc, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

PETITION TO TURN FUNDS OVER TO
MARILYN HARDESTY STOMMEL AND
ORDER OF COURT THEREON

: : : : : : : : : : :

Petition filed Sept. 27" 1951

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That by decree of this Honorable Court dated July 25th, 1950, your Petitioner was duly appointed trustee to make sale of the real estate in these proceedings mentioned.

2.

That the said property was sold and the account finally ratified showing a balance of Five Hundred Fourteen Dollars Forty Cents ($514.40) being due to Marilyn Hardesty Stommel, an infant

3.

That Marilyn Hardesty Stommel reached her majority on September 5th, 1951, as his disclosed by a certified copy of her birth certificate filed herewith and is prayed to be taken as part and parcel of this petition and is entitled to receive her money.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court directing your Petitioner to pay unto the said Marilyn Stommel the balance in this estate.

And as in duty bound, etc.

George B. Woelfel
Petitioner and Trustee
George B. Woelfel
9-11 School Street
Annapolis, Md.

LIBER 70 PAGE 595

PLACE OF BIRTH
District of Columbia

609 7 th., st., S.W.
(Give street, number, and section)

(Name of institution, if any)

HEALTH DEPARTMENT, DISTRICT OF COLUMBIA

Certificate of Birth

Use this form ONLY in case of a live birth (1); in other cases use the form provided for the reporting of STILLBIRTHS. No report need be made of a stillbirth when the fetus has apparently not passed the fifth month of gestation.

If a stillbirth occurs in the practice of a midwife she must report it IMMEDIATELY to the Coroner. This may be done through the nearest police station.

Registration No. 333017

Dist. No. 28 65

(Reserved for use of Health Department)
HEALTH DEPARTMENT
D. C.
1930 SEP 7 AM 10 39

Full name of child .....
If not named when this report is made, parents should make a supplemental report. See instructions on back.)

Sex of child: Female

Twin, triplet, or other? (2) No. in order of birth .....
(To be answered only in the event of plural births)

Legitimate (3): Yes. No. Unknown.

Date of birth Sept., 5, 1930 (Month) (Day) (Year)

FATHER

Full name George Knox Hardesty
Residence 609 7 th., st., S.W.
Color White Age last birthday 47 years
Birthplace Maryland.
Occupation Butcher

MOTHER

Full *maiden* name Sarah Sidonia Collison.
Residence 609 7 th., st., S.W.
Color White Age last birthday 43 years
Birthplace Maryland.
Occupation House wife.

No. of children born to this mother, including present birth Four No. of children of this mother now living Four

CERTIFICATE OF ATTENDING PHYSICIAN OR MIDWIFE

I HEREBY CERTIFY that I attended at the birth of this child, that it occurred on the date above stated, at 5.30 a. m., that the child was born alive (1), and that the above information, in so far as not based upon my personal observation, was furnished by Sarah S. Hardesty, whose relationship to this child is that of Mother and whose address is 609 7 th., st., S.W.

Signature of Ginger R. Sorrell M.D. (Physician or Midwife)

Dated Sept., 5 th., 1930 Address 616 F st., S.W.

INSTRUCTIONS

REMARKS: Name of child MARILYN SIDONIA HARDESTY. Supplemental filed Sept. 27, 1930

3005

JAN 11 1930

This is to certify that the above is a true and correct reproduction of the original filed on Sept. 7-1930 in the Bureau of Vital Statistics, Health Department, Washington, D. C.

Daniel L. Seckinger, M.D.
Health Officer, Dist. of Columbia

Chief, Bureau of Vital Statistics

LIBER 70 PAGE 596

ORDER OF COURT

Upon the aforegoing petition and exhibit it is this 27th day of September, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said George B. Woelfel, Trustee, is hereby directed to pay unto Marilyn Hardesty Stommel the sum of Five Hundred Fourteen Dollars Forty Cents ($514.40) and close the estate.

Benjamin Michaelson
Judge

Filed Sept. 27, 1951

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